

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **January 10, 2022**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **2485 018 9050** for the 3:30 p.m. Briefing Session or **2481 330 0684** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

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

Sign up to give testimony on legislative items and during Open Forum at <https://forms.gle/Vd7n381x3seaL1NW6>. You must sign up in order to be called on to testify. **The form will be open at 5:00 p.m. on Monday, January 10, 2022, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above or join by WebEx video using the information provided on the form. When it is your turn to testify, Council President will call your name. Instructions for participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

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

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

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

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

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

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

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 10, 2022

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for January 10, 2022:

User Name: **COS Guest**

Password: **Dz2KQyNj**

**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. | Contract Renewal with PMWeb, Inc. (Adventura, FL) for continued annual support and maintenance of the capital project management software from February 1, 2022 through January 31, 2023—\$103,114 (incl. tax). (Council Sponsor: Council Member Cathcart) | Approve | OPR 2017-0005 RFP 4196-16 |
| 2. | Contract Renewal 2 of 2 with Divco, Inc. (Spokane, WA) for maintenance and repair of the HVAC systems at the Waste to Energy Facility from March 1, 2022 through February 28, 2023—additional annual cost not to exceed \$65,000 (incl. tax). (Council Sponsor: Council President Beggs) | Approve | OPR 2018-0171 RFB 4227-17 |
| 3. | Contract Renewal 2 of 4 with BrandSafway Services, LLC (Pasco, WA) for removal and replacement of insulation and cladding at the Waste to Energy Facility from February 1, 2022 through January. 31, 2023 —annual cost not to exceed \$100,000 (incl. tax). (Council Sponsor: Council President Beggs) | Approve | OPR 2019-1094 PW ITB 5130-19 |

- | | | | |
|----|---|------------------------------------|------------------------------|
| 4. | Local Area A&E Professional Services Consultant Agreement with Evans Engineering and Consulting, PLLC (Post Falls, ID) for electrical engineering on-call services for 2022-2023 federal aid projects from January 17, 2022 through December 31, 2023—not to exceed \$100,000. (Council Sponsor: Council President Beggs) | Approve | OPR 2022-0013 ENG 2022059 |
| 5. | Consultant Agreement with Evans Engineering and Consulting, PLLC (Post Falls, ID) for electrical engineering on-call services for 2022-2023 non-federal aid projects from January 24, 2022 through December 31, 2023—not to exceed \$150,000. (Council Sponsor: Council President Beggs) | Approve | OPR 2022-0014 ENG 2022060 |
| 6. | Consultant Agreement with Bernardo Wills Architects PC, (Spokane, WA) for landscape architecture on-call services for 2022-2023 non-federal aid projects from January 24, 2022 through December 31, 2023—not to exceed \$200,000. (Council Sponsor: Council President Beggs) | Approve | OPR 2022-0015 ENG 2022061 |
| 7. | Acceptance of Grant Funds and Contract for Planning with the Washington State Department of Commerce for Transit-Oriented Development Implementation Grant (TODI)—\$250,000 Revenue (Council Sponsor: Council Member Kinnear) (Relates to Special Budget Ordinance C36165) | Approve | OPR 2022-0016 |
| 8. | Acceptance of Grant Funds and Contract with the Washington State Department of Commerce for Housing Action Plan Implementation Grant (HAPI)—\$100,000 Revenue. (Council Sponsor: Council Member Kinnear) (Relates to Special Budget Ordinance C36165) | Approve | OPR 2022-0017 |
| 9. | Report of the Mayor of pending: | Approve & Authorize Payments | CPR 2021-0002 |
| a. | Claims and payments of previously approved obligations, including those of Parks and Library, through December 24, 2021, total \$5,059,621.62, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,181,323.36. | | |
| b. | Claims and payments of previously approved obligations, including those of Parks and Library, through January 3, 2022, total \$10,710,739.06, with Parks and Library claims approved by their | | CPR 2022-0002 |

respective boards. Warrants excluding Parks and Library total \$10,455,779.36.

- | | | | |
|-----|--|----------------|---------------|
| 10. | City Council Meeting Minutes: November 11, November 18, December 2 and December 9, 2021. | Approve All | CPR 2021-0013 |
|-----|--|----------------|---------------|

Request motion to suspend Council Rules and add the following items (OPR 2022-0022 through OPR 2022-0026):

- | | | | |
|-----|--|----------------|---------------|
| 11. | Memorandum of Understanding with the Salvation Army providing the terms and conditions under which the City would provide funding for initial operating expenses for start-up funding for Bridge Housing—up to \$1,000,000. (Council Sponsor: Council Member Kinnear) Michael Ormsby | Approve | OPR 2022-0022 |
| 12. | Purchase Agreement for four new Pierce Pumper trucks from Hughes Fire Equipment (Springfield, OR)—\$3,305,265.60. (Relates to Resolution 2022-0008)(Council Sponsor: Council Member Kinnear) Brian Schaeffer | Approve | OPR 2022-0023 |
| 13. | Emergency Rental Assistance 2 (ERA2) awards to: | Approve All | |
| | a. Geocko, Inc. d/b/a LiveStories—\$4,072,919 and | | OPR 2022-0024 |
| | b. Carl Maxey Center—\$1,092,500. | | OPR 2022-0025 |

These funds are intended to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs. (Council Sponsor: Council Member Kinnear)

- | | | | |
|-----|---|---------|---------------|
| 14. | Reallocation of unspent Emergency Solutions Grant – Coronavirus Program (ESG-CV) funds to support an operations deficit at Volunteers of America's Hope House to ensure funding for 80 critical women's emergency shelter beds—\$322,411. (Council Sponsor: Council Member Kinnear) Kelsey Martin | Approve | OPR 2022-0026 |
|-----|---|---------|---------------|
- Eric Finch**

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

Design Review Board: Two Appointments

Approve

CPR 1993-0069

Human Rights Commission: One Appointment

Approve

CPR 1991-0068

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36165 amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the

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

Miscellaneous Grants Fund

1) Increase revenue by \$350,000

a.\$250,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for transit-oriented development implementation (TODI).

b.\$100,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for housing action plan implementation (HAPI).

2)Increase the appropriation level by \$350,000

a.The increased appropriation is provided solely for contractual services in the Miscellaneous Grants Fund.

(This action arises from the need to accept the 2021 TODI & HAPI grants.)
(Council Sponsor: Council Member Kinnear)(Relates to Consent Agenda Item Numbers 7 & 8, OPR 2022-0016 & OPR 2022-0017)

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C36164 Establishing requirements for participation in rental assistance programs; enacting a new chapter 18.08 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Members Stratton and Wilkerson)

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0007 Appointing City Council Members to boards, committees, and commissions for 2022. (Council Sponsor: Council President Beggs)

Request motion to suspend Council Rules and add the following item (RES 2022-0008):

RES 2022-0008 Authorizing purchase of 4 Pierce Pumper trucks from Hughes Fire Equipment (Springfield, OR) with the specific funding source to be determined by September 1, 2022—\$3,305,265.60. (Relates to Consent Agenda Item No. 12, OPR 2022-0023)(Council Sponsors: Council President Beggs and Council Member Kinnear)

Brian Schaeffer

ORD C36137 Relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule – Building Construction

found in Section 01.05.150 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

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/Vd7n381x3seaL1NW6>. The form will open at 5:00 p.m. on Monday, January 10, 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 January 10, 2022, Regular Legislative Session of the City Council will be held and is adjourned to January 24, 2022.

NOTE: There is no meeting scheduled for Monday, January 17, 2022, as this day is the designated Dr. Martin Luther King, Jr. Day Holiday. A regularly scheduled City Council meeting will not be held on Tuesday, January 18, 2022.

NOTES

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

01/10/2022

Date Rec'd

12/14/2021

Clerk's File #

OPR 2017-0005

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

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #

RFP 4196-16

Agenda Item Type

Contract Item

Requisition #

2022 FUNDS

Agenda Item Name

5300 PMWEB ANNUAL SUPPORT & MAINTENANCE

Agenda Wording

Contract with PMWeb, Inc for continued Annual Support and Maintenance of the Capital Project Management Software. February 1, 2022 through January 31, 2023. Contract amount is \$103,114.00 including tax.

Summary (Background)

The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$86,493.83 including tax. This year's total including tax is \$103,114. The increase is due to additional licenses for City and County.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$103,114.00

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\OtherUrban Experience
12/13/2021**Division Director**

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - ddaniels@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

PRINCE, THEA

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Michael Vernon - michael.vernon@pmweb.com

Briefing Paper

Urban Experience Committee

| | |
|--|---|
| Division & Department: | Innovation and Technology Services Division |
| Subject: | PMWeb, Inc. Annual Software Maintenance and Support |
| Date: | December 13, 2021 |
| Author (email & phone): | Michael Sloon, msloon@spokanecity.org , 625-6468 |
| City Council Sponsor: | CM Michael Cathcart |
| Executive Sponsor: | Eric Finch and Michael Sloon |
| Committee(s) Impacted: | Sustainable Resources 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) | PMWeb Annual Software Maintenance and Support Utilizing Budget Account #5300-73300-18850-54820 |
| Strategic Initiative: | Sustainable Resources |
| Deadline: | January 31, 2022 |
| Outcome: (deliverables, delivery duties, milestones to meet) | Ongoing annual maintenance and support |
| Background/History: The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$86,493.83 including tax. This year's total including tax is \$103,114. The increase is due to additional licenses for City and County. | |
| Executive Summary: <ul style="list-style-type: none"> Contract with PMWeb, Inc. for Annual Software Maintenance and Support of the City's Capital Project Management software. Requesting \$103,114.00 including tax for the renewal of this contract. Term is February 1, 2022 – January 31, 2023 | |
| 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

CONTRACT RENEWAL

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

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 2875 NE 191st Street, PH6, Aventura, Florida, 33180 ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on February 1, 2022 and shall end on January 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY-FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$94,600.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. DEBARMENT AND SUSPENSION.

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

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

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

PMWEB

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

PMWeb 2022 Renewal Estimate
Attachment A - Certificate of Debarment

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

Estimate

Estimate #: 11822202
Estimate Date: 10/12/2021
PO Number:

Bill To:

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

PMWeb Annual SaaS: 2/1/2022 - 1/31/2023

| Description | Qty | U/M | Rate | Amount |
|--|-----------|-----|----------|------------------|
| PMWeb Toolbox | | | | |
| Basic User Pool S&M Renewal (Discounted 100%) | 1 | Y | 0.00 | 0.00 |
| Subtotal: Toolbox | 1 | | | 0.00 |
| PMWeb SaaS | | | | |
| Dedicated Server Renewal | 2 | Y | 6,000.00 | 12,000.00 |
| SaaS Full User License Fee | 18 | Y | 1,500.00 | 27,000.00 |
| SaaS Full User License Fee (Prorated 8 months: 6/1/2022 - 1/31/2023) | 4 | Y | 1,000.00 | 4,000.00 |
| SaaS Guest Concurrent User License Fee | 30 | Y | 1,200.00 | 36,000.00 |
| SaaS Guest Named User License Fee | 26 | Y | 600.00 | 15,600.00 |
| Subtotal: SaaS | 80 | | | 94,600.00 |

| | | |
|--|--|--------------------|
| Product and Services Subject to Terms & Conditions as set forth within PMWeb Agreements Please note that this is an estimate only. Please review this estimate for accuracy. If you would like to make changes to your licensing, or if you feel there is an error in this estimate, please contact us by email to accounting@pmweb.com or by telephone, 1 (617) 207-7080 and when prompted, press 2 for Accounting. If we are not contacted, we will send you an invoice based on this estimate at the beginning of the month following the delivery of this estimate. | ***All amounts are shown in Dollars (USD)*** | |
| | Total | \$94,600.00 |

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** PMTECH, INC.**Business name:** PMWEB**Entity type:** [Corporation](#)**UBI #:** 604-755-303**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 18101 COLLINS AVE
APT 1005
SUNNY ISLES BEACH FL 33160-3196**Mailing address:** 1 POPE ST
WAKEFIELD MA 01880-2179**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

| Endorsements held at this loc | License # | Count | Details | Status | Expiration dat | First issuance |
|--|-----------|-------|---------|--------|----------------|----------------|
| SeaTac General Business - Non-Resident | | | | Active | May-31-2022 | May-10-2021 |
| Spokane General Business - Non-Resident | | | | Active | May-31-2022 | May-07-2021 |



Governing people**Title**

VERNON, MICHAEL

Registered Trade Names**Registered trade names****Status****First issued**

PMWEB

Active

May-04-2021

The Business Lookup information is updated nightly. Search date and time: 12/15/2021 11:01:33 AM

[Contact us](#)[How are we doing?](#)[Take our survey!](#)[Don't see what you expected?](#)[Check if your browser is supported](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

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

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

| | | |
|--|--|-----------------------|
| PRODUCER Tarpey Insurance Group, Inc. 807 Massachusetts Avenue Lexington, MA 02420 | CONTACT NAME: James Tarpey | |
| | PHONE (A/C, No, Ext): 781-861-7878 | FAX (A/C, No): |
| | E-MAIL ADDRESS: james@tarpeyinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Hartford Underwriters Insurance Company | 30104 |
| INSURED PMWeb, Inc. 2875 NE 191st Street, PH6 Aventura, FL 33180 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 08 SBM AL5KWN | 05/07/2021 | 05/07/2022 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 08 SBM AL5KWN | 05/07/2021 | 05/07/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

| | |
|---|---|
| CERTIFICATE HOLDER City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201-3344 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James Tarpey</i> |
|---|---|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2021

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| | | | |
|---|--|---|---------------|
| PRODUCER AssuredPartners of New Jersey LLC 20 Commerce Drive Suite 200 Cranford NJ 07016 | | CONTACT NAME: Deana Kotsianas PHONE (A/C, No, Ext): (732) 574-8000 FAX (A/C, No): (732) 574-8001 E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co | NAIC # |
| INSURED PMWeb, Inc. 2875 NE 191st Street, PH6 Aventura FL 33180 | | INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL21121737154

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Cyber Security Liability | | | PHSD1671527 | 11/04/2021 | 11/04/2022 | Network Security & Priv. \$5,000,000 Deductible \$25,000 |

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

Re: Evidence of Insurance.

Professional Liability Philadelphia # PHSD1612497
 Policy Term 4/15/2021-4/15/2022
 Policy Aggregate \$2,000,000
 Each Claim: \$5,000
 Tech D&O Retention \$5,000

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City of Spokane 808 W. Spokane Falls Blvd Spokane WA 99201-3344 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

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

December 20, 2021

City of Spokane
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

Account Information:

| | |
|--------------------------------|-------------|
| Policy Holder Details : | PMWeb, Inc. |
|--------------------------------|-------------|



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (877) 287-1312

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

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

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

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| | | |
|---|---|--|
| PRODUCER PAYCHEX INSURANCE AGENCY INC 76210757 150 SAWGRASS DRIVE ROCHESTER NY 14620 | CONTACT NAME: | |
| | PHONE (800) 472-0072 (A/C, No, Ext): | FAX (585) 389-7894 (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC# | |
| INSURED PMWEB, INC. 2875 NE 191ST STREET, PH6 AVENTURA FL 33180 | INSURER A: Hartford Casualty Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | | | | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | LIMITS | | | | | |
|----------|--|--------------------------|--------------------------|-------------|-----------|----------|---------------|-------------------------|--------------------------|---|-------------|--|--------|-------------|-------------|
| | COMMERCIAL GENERAL LIABILITY | | | | | | | | | EACH OCCURRENCE | | | | | |
| | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | | |
| | | | | | | | | | | MED EXP (Any one person) | | | | | |
| | | | | | | | | | | PERSONAL & ADV INJURY | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | | GENERAL AGGREGATE | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | | | PRODUCTS - COMP/OP AGG | | | | | |
| OTHER: | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | | | | BODILY INJURY (Per person) | | | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | | | | BODILY INJURY (Per accident) | | | | | |
| | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | | | | PROPERTY DAMAGE (Per accident) | | | | | |
| | <input type="checkbox"/> | | | | | | | | | | | | | | |
| | UMBRELLA LIAB | | <input type="checkbox"/> | OCCUR | | | | | | EACH OCCURRENCE | | | | | |
| | EXCESS LIAB | | <input type="checkbox"/> | CLAIMS-MADE | | | | | | AGGREGATE | | | | | |
| | <input type="checkbox"/> DED | <input type="checkbox"/> | RETENTION \$ | | | | | | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | 76 WEG AM0EDT | 06/01/2021 | 06/01/2022 | X | PER STATUTE | | OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N | | | | | | | | | | | | | \$1,000,000 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | | | | | | | \$1,000,000 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

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

Those usual to the Insured's Operations. Blanket Waiver of Subrogation applies in favor of the Certificate Holder per the Waiver of Our Right to Recover from Others Endorsement WC000313, attached to this policy.

CERTIFICATE HOLDER

City of Spokane
 808 W SPOKANE FALLS BLVD
 SPOKANE WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Agenda Sheet for City Council Meeting of:
01/10/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 12/20/2021 |
| Clerk's File # | OPR 2018-0171 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | RFB 4227-17 |
| Requisition # | CR 23152 |

| | |
|---------------------------|--|
| Submitting Dept | SOLID WASTE DISPOSAL |
| Contact Name/Phone | DAVID PAINE 625-6878 |
| Contact E-Mail | DPAINE@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 4490 CONTRACT RENEWAL FOR HVAC SERVICES AT THE WTE |

Agenda Wording

Contract renewal 2 of 2 with Divco, Inc. for maintenance and repair of the HVAC systems at the WTE from Mar. 1, 2022 through Feb. 28, 2023 for an additional annual cost not to exceed \$65,000.00 including tax.

Summary (Background)

The WTE facility utilizes HVAC systems in all areas of the plant. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation. Divco, Inc. was the low-cost bidder of RFB 4227-17 for these services and was awarded a 3-year contract for \$195,000.00 (\$65K annually) with the option of two additional one-year renewals. This will be the last of those renewals.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 65,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-54803-34002

#

#

#

Approvals

| | |
|---------------------------------|---------------------|
| <u>Dept Head</u> | AVERYT, CHRIS |
| <u>Division Director</u> | FEIST, MARLENE |
| <u>Finance</u> | ALBIN-MOORE, ANGELA |
| <u>Legal</u> | PICCOLO, MIKE |
| <u>For the Mayor</u> | ORMSBY, MICHAEL |

Council Notifications

| | |
|-----------------------------------|------------------|
| <u>Study Session\Other</u> | PIES/UE 12/13/21 |
| <u>Council Sponsor</u> | CP Beggs |

Distribution List

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

DocuSign: Dan McNeal, Account Manager,
danmcneal@divcoec.com

Additional Approvals

Purchasing PRINCE, THEA

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

| | |
|---|---|
| Division & Department: | Public Works Division; Solid Waste Disposal |
| Subject: | Annual HVAC Services at the Waste to Energy Facility |
| Date: | December 13, 2021 |
| Contact (email & phone): | David Paine, dpaine@spokanecity.org , 625-6878 |
| City Council Sponsor: | Breean Beggs, City Council President |
| Executive Sponsor: | Marlene Feist, Public Works Director |
| Committee(s) Impacted: | Public Infrastructure, Environment and Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | Sustainable Resources: Maintaining our assets |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council approval of the contract renewal to maintain the HVAC equipment at the Waste to Energy Facility. |
| Background/History: | |
| <p>The WTE facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment. On January 8, 2018 four bids were received for RFB #4227-17 for these annual HVAC services. Divco Inc., of Spokane, was the lowest responsible bidder. The initial contract was for \$195,000.00 (\$65,000.00 annually) and spanned from March 1, 2018 to February 28, 2021 with the option of two optional one-year renewals. This will be the last of the allowed renewals and will span from March 1, 2022 through February 28, 2023 and have an additional cost not to exceed \$65,000.00 including taxes. The renewal will also include the HVAC unit in the hazmat break trailer in the annual PM service schedule which were previously added to the initial work scope.</p> | |
| Executive Summary: | |
| <ul style="list-style-type: none"> Renewal #2 of 2 for inspections and as-needed repairs to the HVAC systems at the Waste to Energy Facility. Divco Inc., of Spokane, was the lowest bidder of the four bids received for RFB #4227-17. Contract renewal will span from March 1, 2022 to February 28, 2023 Annual cost of the contract not to exceed \$65,000.00 including tax. Contract has also been previously amended from the initial work scope to include the HVAC unit in the hazmat break trailer in the annual PM service schedule. | |
| 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 checked="" type="checkbox"/> Yes <input 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

CONTRACT EXTENSION

Title: **ANNUAL HVAC SERVICES FOR
WASTE TO ENERGY FACILITY (WTE)**

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DIVCO, INC.**, whose address is 715 North Madelia, Spokane, Washington 99201 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Annual HVAC Services – WTEF Scheduled and Unscheduled for the City; and

WHEREAS, the Contract time for performance needs to be extended, thus the original Contract needs to be formally Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 20, 2018 and April 23, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on March 1, 2022 and shall end February 28, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)** including tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. DEBARMENT AND SUSPENSION.

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

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

DIVCO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

21-244

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

| | |
|---|--|
| <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print) | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print) |
| <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print) | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature |
| <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print) | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print) |



Agenda Sheet for City Council Meeting of:
01/10/2022

| | |
|-----------------------|----------------|
| Date Rec'd | 12/20/2021 |
| Clerk's File # | OPR 2019-1094 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | PW ITB 5130-19 |
| Requisition # | CR 23151 |

| | |
|---------------------------|--|
| Submitting Dept | SOLID WASTE DISPOSAL |
| Contact Name/Phone | DAVID PAINE 625-6878 |
| Contact E-Mail | DPAINE@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 4490 CONTRACT RENEWAL FOR INSULATION SERVICES AT THE WTE |

Agenda Wording

Contract renewal 2 of 4 with BrandSafway Services, LLC. (Pasco, WA) for removal and replacement of insulation and cladding at the WTE from Feb. 1, 2022 through Jan. 31, 2023 with an annual cost not to exceed \$100,000.00 including tax.

Summary (Background)

During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required. In 2019, BrandSafway Services, LLC was the only respondent to PW ITB 5130-19 for these services and was awarded the contract for one year with the option of four (4) additional one-year renewals. This will be the second of those renewals.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 100,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-54803-34002

#

#

#

Approvals

| | |
|---------------------------------|---------------------|
| <u>Dept Head</u> | AVERYT, CHRIS |
| <u>Division Director</u> | FEIST, MARLENE |
| <u>Finance</u> | ALBIN-MOORE, ANGELA |
| <u>Legal</u> | PICCOLO, MIKE |
| <u>For the Mayor</u> | ORMSBY, MICHAEL |

Council Notifications

| | |
|-----------------------------------|------------------|
| <u>Study Session\Other</u> | PIES/UE 12/13/21 |
| <u>Council Sponsor</u> | CP Beggs |

Distribution List

mdorgan@spokanecity.org

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rrinderle@spokanecity.org

DocuSign: Jorge Torres, Branch Manager,
jtorres4@brandsafway.com

Additional Approvals

Purchasing PRINCE, THEA

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

| | |
|--|--|
| Division & Department: | Public Works Division; Solid Waste Disposal |
| Subject: | Contract for Removal and Replacement of Insulation and Cladding at the WTE |
| Date: | December 13, 2021 |
| Contact (email & phone): | David Paine, dpaine@spokanecity.org , 625-6878 |
| City Council Sponsor: | Breean Beggs, City Council President |
| Executive Sponsor: | Marlene Feist, Public Works Director |
| Committee(s) Impacted: | Public Infrastructure, Environment and Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council approval of the contract renewal for insulation removal and replacement services at the WTE, without which, there will be no access for repairs and maintenance to the boilers and other equipment as well as thermal energy losses if insulation is not replaced. |

Background/History:

During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages.

On October 31, 2019 bidding on PW ITB 5130-19 closed for these insulation services. BrandSafway Services, LLC., of Pasco, WA was the only response received. The bid stipulated that the contract will be for one year with the option of four (4) additional one-year periods. The initial term was from February 1, 2020 through January 31, 2021 with a cost of \$100,000.00. This will be the second of the 4 one-year renewals from February 1, 2022 through January 31, 2023 with an additional cost not to exceed \$100,000.00 including tax.

Executive Summary:

- Contract renewal #2 of 4 for removal and replacement of insulation and cladding at the WTE per PW ITB 5130-19 of which BrandSafway Services, LLC. of Pasco, WA was the only respondent.
- Contract will run from Feb. 1, 2022 through Jan. 31, 2023 for a cost not to exceed \$100,000.00 incl tax.
- Removal of insulation and cladding for boiler walls and other areas is necessary for allowing access during outages.
- Rates have been increased by 3% to account for prevailing wage and other cost increases for this renewal.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane
CONTRACT RENEWAL
Title: INSULATION SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 1523 East Hillsborough Avenue, Pasco, Washington 99301 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform INSULATION SERVICES; REMOVAL AND REPLACEMENT OF INSULATION AND CLADDING FOR BOILER WALLS AND PIPING AND FABRICATION OF AND INSTALLATION OF REMOVABLE INSULATION BLANKETS for the City; and

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 11, 2019 and December 26, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on February 1, 2022 and shall run through January 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

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

BRANDSAFWAY SERVICES, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

21-243

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

01/10/2022

Date Rec'd

12/21/2021

Clerk's File #

OPR 2022-0013

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

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #

2022059

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

MASTER

Agenda Item Name0370 – EVANS ENGINEERING ELECTRICAL ON CALL SERVICES FEDERAL AID
2022-2023**Agenda Wording**

Local Area A&E Professional Services Consultant Agreement with Evans Engineering and Consulting, PLLC, (Post Falls, ID) for Electrical Engineering On-Call Services for 2022-2023 Federal Aid Projects for an amount not to exceed \$100,000.00. (Various)

Summary (Background)

This agreement for Electrical Engineering On-Call Services is for a period of one year with an additional one year option to extend. Supplemental Agreements shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact

Expense \$ 100,000.00

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals**Dept Head**

TWOHIG, KYLE

Division Director

TWOHIG, KYLE

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

PIES 11/22/21

Council Sponsor

Beggs

Distribution List

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Additional Approvals**Purchasing**

jgraff@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

dbuller@spokanecity.org

don@e2cengineers.com; jsims@e2cengineers.com

ddaniels@spokanecity.org

Briefing Paper

PIES

| | |
|---|---|
| Division & Department: | Engineering Services; Public Works |
| Subject: | On-Call Engineering Consultants |
| Date: | November 22, 2021 |
| Contact (email & phone): | Dan Buller (dbuller@spokanecity.org , 625-6391) |
| City Council Sponsor: | Breean 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) | |
| Strategic Initiative: | Innovative Infrastructure |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Informational - background information for committee review |
| <p>Background/History: Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p> | |
| <p>Executive Summary:</p> <ul style="list-style-type: none"> • A request for qualifications is being advertised for electrical engineering and landscape architecture in support of various public works projects designed by Engineering Services. • A review committee will evaluate the firms by qualifications. One or two firms will be selected for each discipline. • Engineering Services expects to bring three agreements to council for approval in early December. • Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. | |
| <p>Budget Impact:</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 type="checkbox"/> Yes <input checked="" 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>Operations Impact:</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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p> | |

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

| | | |
|--|--|---|
| Firm/Organization Legal Name (do not use dba's): | | |
| Address | | Federal Aid Number |
| UBI Number | | Federal TIN or SSN Number |
| Execution Date | | Completion Date |
| 1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No | | Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Project Title | | |
| Description of Work | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes | <input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation | Maximum Amount Payable: |

Index of Exhibits

| | |
|---------------------------|---|
| Exhibit A | Scope of Work |
| Exhibit B | DBE Participation |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations |
| Exhibit E | Sub-consultant Cost Computations |
| Exhibit F | Title VI Assurances |
| Exhibit G | Certification Documents |
| Exhibit H | Liability Insurance Increase |
| Exhibit I | Alleged Consultant Design Error Procedures |
| Exhibit J | Consultant Claim Procedures |

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

| | | | | | |
|---------------|--------|------|-------------------|--------|------|
| If to AGENCY: | | | If to CONSULTANT: | | |
| Name: | | | Name: | | |
| Agency: | | | Agency: | | |
| Address: | | | Address: | | |
| City: | State: | Zip: | City: | State: | Zip: |
| Email: | | | Email: | | |
| Phone: | | | Phone: | | |
| Facsimile: | | | Facsimile: | | |

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

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- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number:

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

Agreement Number:

Exhibit B
DBE Participation

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number: _____

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. 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 debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 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 (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal contract, grant, loan or cooperative AGREEMENT.
2. 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 Federal 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, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

2022 Billing Rates

EXHIBIT K

Professional Services Schedule

| CLASSIFICATION | HOURLY RATE |
|-----------------------|-------------|
| Principal in Charge | \$165.00 |
| Project Manager | \$140.00 |
| Project Engineer | \$135.00 |
| Electrical Designer | \$115.00 |
| CADD Specialist | \$80.00 |
| Project Administrator | \$90.00 |

Evans Engineering and Consulting hourly billing rates are subject to annual review and adjustment.

TRAVEL

The above rates include travel costs within the immediate area. Any travel required outside the Local Area is excluded and will be billed at cost plus 10% administration, and mileage will be charged at the prevailing IRS rate per mile.

DIRECT REIMBURSABLE EXPENSES

Outside services such as printing and reproduction, courier services, special mailing services, and other directly related costs will be billed at cost plus 10% administration unless negotiated otherwise in the contract.



"Integrity, Honesty, and Open Communication...These are the effective tools to achieve a quality project"

1810 E. SCHNEIDMILLER AVE, STE 221 | POST FALLS, ID 83854 | 208.262.9908 | WWW.E2CENGINEERS.COM

NADINE WOODWARD
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

**2022-2023 RFQ –ELECTRICAL ENGINEERING
FOR FEDERAL AID PROJECTS
REQUEST FOR QUALIFICATIONS
City of Spokane, Washington**

DESCRIPTION: **ELECTRICAL ENGINEERING SERVICES FOR 2022-2023 FEDERAL AID PROJECTS**

DUE DATE: **WEDNESDAY, DECEMBER 1, 2022**
 No later than 1:00 p.m.

DELIVERY: **via email to: dbuller@spokanecity.org**

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in electrical engineering.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project comes from federal sources. Included in this RFQ and incorporated herein by reference is Attachment A “Federal Grant Funded Guidelines”. While not an exhaustive list, the Attachment titled “Federal Grant Funded Guidelines” contains more of the commonly encountered special terms and/or conditions.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 17, 2022 and to end on December 31, 2023 with an optional 1 year renewal to December 31, 2024.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services will include tasks associated with electrical engineering both during design and construction. Sample types of tasks/project components include:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications
- Control systems factory acceptance testing, site startup and troubleshooting
- Motor Control Center (MCC) design
- Utility service coordination
- Standby power generation system design

The following is a list of federal aid projects that may require electrical engineering during the design or construction phase. These projects constitute the entirety of the work to be included in the agreement that will result from this RFQ but note that it is known that many of the projects will not involve electrical engineering and, in fact, there is no guarantee that any of these projects will require electrical engineering.

12th Ave, Deer Heights to Flint
1st Ave, Maple to Bernar
4th Ave, Sunset to Maple
Broadway, Cedar to Post
Freya Street, Garland to Francis
Havana Street, Sprague to Broadway
Main Ave, Monroe to Browne
Mallon Avenue, Monroe to Howard
Ray-Thor St, 17th Ave to Hartson
Riverside Ave, Monroe to Wall
Sherman / 5th Traffic Signal
Spokane Falls Blvd – Post to Division
Wellesley Ave, Freya St to Havana St
Whistalks Way - Government Way to River
Division St. Pedestrian Hybrid Beacons
Fish Lake Trail Phase 3b from Queen Lucas Lake to Fish Lake
Fish Lake Trail – Centennial Trail Connection
Millwood Trail, SCC to Felts Field
Sunset Highway Bike Path - Royal to Deer Heights
Freya / Palouse Hwy Roundabout
Meadow Lane Rd. / 196 J-turn
Nevada St. / Lincoln Rd. Intersection & Signal Improvements
Garland Path - Shaw Middle School (SRTS)
Driscoll-Alberta-Cochran Sidewalk

Market/Monroe/29th Grind/Overlay– NHS Asset Management
 29th/Washington/Monroe Grind/Overlay – NHS Asset Management
 Maple St. Bridge - Deck Repair
 Washington/Stevens Bridges (3) - Deck Repair
 Haven - Market to Market Grind/Overlay
 Maple/Ash Chip Seal - NW Blvd. to Rowan
 Greene-Carlisle PHB and Path
 Bemiss Elem
 Nevada-Joseph PHB

Estimated individual project fees are expected to range from approximately \$5,000 to \$50,000 and shall be negotiated for each project. Total expenditures over the two-year life of the agreement shall not exceed a total of \$300,000. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above will be awarded to the Firm selected as a result of this RFQ.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

| | |
|----------------|--|
| Name | Dan Buller |
| Address | 808 W. Spokane Falls Blvd., Spokane, WA 99201 |
| Phone Number | 509-625-6391 |
| E-Mail Address | dbuller@spokanecity.org |

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|--|----------------------------|
| Issue Request for Qualifications | Week of 11-8-21 |
| Proposals due | 12-1-21 |
| Evaluate Proposals | Week of 12-6-20 |
| Conduct oral or phone interviews with finalists, if required | Week of 12-6-21 |
| Announce selection, negotiate contract | Week of 12-6-21 |
| City Council approval of contract | Weeks of 12-13-21 & 1-3-22 |
| Contract signatures | Weeks of 1-3-22 & 1-10-22 |

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to dbuller@spokanecity.org. The email shall include subject line “SOQ – 2022-2023 Fed Aid On-Call Electrical Engineer”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email dbuller@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal,” résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas described below.

Design and construction phase assistance for following types of tasks:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications
- Control systems factory acceptance testing, site startup and troubleshooting
- Motor Control Center (MCC) design
- Utility service coordination
- Standby power generation system design

2. A staffing plan listing:

- a) personnel who will be responsible for carrying out the work.

- b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (not including City staff) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

In compliance funding agency rules, the City will select the top-scoring three ranked Firms as finalists for phone interviews. Commitments made at the phone interview, if any, will be considered binding.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

| | |
|--|-----|
| Qualifications of key personnel | 33% |
| Expertise and approach to various tasks described in Scope of Services | 33% |
| Past performance/references relevant to areas itemized above on similar projects | 34% |

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm 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 Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

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

6.4 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a

service animal by a person with disabilities. The Firm 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 Firm.

6.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

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

6.6 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.7 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.8 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.9 DOT APPROVED INDIRECT COST RATE

The consultant selected as a result of this RFQ, and any subconsultants hired by the consultant, shall utilize a WSDOT Indirect Cost Rate (ICR) that is compliant with 48 CFR Part 31 of the Federal Acquisition Regulation (FAR), or has been approved through the Safe Harbor Indirect Cost Rate Pilot Program. More information can be found at the bottom of this web page:

<http://www.wsdot.wa.gov/LocalPrograms/LAG/CAI.htm>

7. GRANT REQUIREMENTS

7.1 FEDERAL FUNDING

This project may be funded by federal grant monies. Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work. Part 7 "GRANT REQUIREMENTS" and Attachment "A" titled "Federal Grant Funded Guidelines" may be required if federal grant funding is used.

7.2 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

7.3 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

7.4 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

7.5 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

7.6 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at dbuller@spokanecity.org or by calling 625-6700.

7.7 FEDERAL FUNDING NONDISCRIMINATION

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award..

8. RFQ ATTACHMENTS

Attached to this RFQ and incorporated herein by reference are the following background documents:

1. Attachment “A” titled “Federal Grant Funded Guidelines”

ATTACHMENT A

FEDERAL GRANT FUNDED GUIDELINES

It is the Contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. Federal regulations are contained in the Code of Federal Regulations. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor's responsibility to comply with all laws.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794). The Applicant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation

(including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a Proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Noise Control, Chapter 70.107 RCW. The Applicant shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

Resource Conservation and Recovery Act. Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

Use of Recycled Paper: All reports prepared by the Contractor for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

Workplace Listing: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Salary Rate: Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.

Anthony's Restaurant
Modernization & Revitalization



Electrical Engineering Services for Federal Aid and Non Federal Aid Projects

Prepared for:



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

Date:

December 1, 2021

Prepared BY:



E2C
EVANS ENGINEERING
AND CONSULTING, PLLC

Licensed in WA, ID, OR, and MT
(208) 262-9908 | www.e2cengineers.com

Whitworth Water District
Operations & Maintenance Facility



Avista Utilities Fleet
Maintenance Building

Rock Island Powerhouse
HVAC Upgrades



December 1, 2021

City of Spokane Purchasing
ATTN: Mr. Dan Buller
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

RE: 2022-2023 RFQ – Electrical Engineering for Federal Aid and Non Federal Aid Projects Request for Qualifications

Dear Mr. Dan Buller:

Evans Engineering and Consulting, PLLC (E2C) is pleased to present our capabilities response to the City of Spokane for Electrical Engineering Services for Federal Aid and Non Federal Aid Projects.

| | | |
|-----------------------|--|--|
| Company Name: | Evans Engineering and Consulting, PLLC | |
| Point of Contacts: | Donald Evans, PE – Principal | Jennifer Sims – Operations Manager |
| Telephone Number: | (208) 262-1038 | (208) 262-9908 |
| Email: | don@e2cengineers.com | jsims@e2cengineers.com |
| Socioeconomic Status: | SBA 8(a) Certified and Small Disadvantaged Business | |
| Primary NAICS: | 541330 – Engineering Services | |

E2C has extensive experience with a wide range of electrical improvement projects from small-scale tenant improvements to large, complex hydroelectric facilities. Having an office centrally located in Post Falls, Idaho has afforded us the opportunity to participate in many projects throughout the greater Pacific Northwest. We have completed electrical engineering design of many remodel, repair, modernization, additions, assessment, and new construction projects for a variety of clients, including state and federal governments. Our exceptional team and business direct company culture afford us the ability to efficiently manage any project challenges and understand the unique role of each participant, from the client to each subcontractor to each project stakeholders.

E2C specializes in Power System Studies, power and emergency systems, lighting design and analysis, communication systems, security and access control, fire alarm system, and many other. Our core team members provide a diverse background that helps our team to be passionate about every project, maintain a high level of accuracy, and create long-lasting relationships with our clients. We strive to meet each objective and specific goals from project initiation through successful completion.

E2C is in full agreement and will comply with all terms and conditions set forth in this request for qualifications unless otherwise agreed by the City. Furthermore, we certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs nor we do not intend to contract with anyone who has been otherwise excluded from Federal Assistance programs. E2C will also comply with audit, financial, and insurance requirements and will supply documentation upon request.

On behalf of everyone at Evans Engineering and Consulting, we would like to thank you for your time and consideration of our firm. We look forward to an opportunity to further demonstrate our capabilities and expertise in Electrical Engineering Service project needs for the City of Spokane. Until then, if you have any questions or need any further information, please contact us at any time.

As Principal Engineer, I Donald Evans am authorized to sign this proposal and negotiate on behalf of Evans Engineering and Consulting, PLLC with the City of Spokane in connection with the Request for Qualifications.

Sincerely yours,



Donald R. Evans, Jr., P.E.

"Integrity, Honesty, and Open Communication...These are the effective tools to achieve a quality project"

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4.3.1 FIRM'S QUALIFICATIONS & EXPERIENCE

Evans Engineering and Consulting (E2C) is a progressive and detail-oriented firm with a strong background in all aspects of Electrical Engineering Design. Located in the heart of the Pacific Northwest, our group is proud to have been a part of many projects that involve a conscious team effort of design, function, opportunity, and aesthetic presence that blends naturally with the environment.

Our growing team has a wide array of design experience and capabilities that allow us to complete any project with precision and professionalism. With a staff licensed in Idaho, Washington, Montana, and Oregon, we are knowledgeable of multi-jurisdiction requirements. E2C is also a licensed General Contractor capable of meeting a wide range of projects requirements.

At E2C, we believe every employee drives the company and are vital participants in the achievement of our goals. Our combined efforts translate into every electrical design or construction project we perform. Our accomplishments directly correlate to the success of our clients and having our owner's complete satisfaction is all part of working with us. We have demonstrated exceptional performance by providing outstanding customer service, and we understand that committing our best resources to this project is integral to meeting this important goal. **We are dedicated to exceeding your expectations and will deliver a final project with the highest possible quality for the best value and on schedule.**

Our company operates on the principles that integrity, honesty, and open communication are effective tools to achieve a quality project. We consistently strive for the success of every project by focusing on the individual needs of each project, providing complete and accurate deliverables, and meeting project schedules on time and on budget. Our quality control process throughout a project we have project milestones to review current project status and ensure measurable results for every project. This approach not only secures a quality project but also maintains our commitment to zero change orders or major design changes.

Core Competencies

POWER SYSTEM DESIGN – Low (120V-600V) and Medium Voltage (2400-15kV), Motor Control Centers, Switchboards and Switchgear, Service Entrance Equipment and Metering

EMERGENCY POWER SYSTEM DESIGN – Generators, Uninterrupted Power Source (UPS), Transfer Switches, Paralleled Systems

LIGHTING DESIGN – Code Compliant Building Interior and Exterior Lighting, Lighting Control Systems, Lighting Calculations and Renderings

SECURITY AND ACCESS CONTROL DESIGN – Closed-circuit Television (CCTV), Security and Access Control Systems, Correctional Perimeter Detection Systems

FIRE ALARM SYSTEM DESIGN – Zoned and Addressable Fire Alarm Systems, Campus and Network Designs

COMMUNICATIONS SYSTEM DESIGN – Building Voice and Data, Audio and Video Systems, Fiber Optic Backbone Cabling

NURSE CALL SYSTEM DESIGN – Local or Campus Design, Hospitals, Medical Centers, Health Care Facilities, Intercom and Paging Systems

POWER SYSTEM STUDIES – Short Circuit Analysis, Power System Coordination Studies, Arc Flash Hazard Analysis and PPE Requirements

OTHER – Project Management and Review, Construction Electrical Cost Estimating, Code Review and Analysis, Value Engineering, Utility Service Coordination, ADA Construction Design Services and Evaluation, Electrical System Modeling

Certifications

- Washington State OMWBE – DBE/SBE Certification #D2W0024453
- Montana State DBE Certification #5072
- Idaho State DBE Certification
- WSDOT Safe Harbor Certification (ICR)
- SBA 8(a) Business Development Program

Professional Registrations

- Washington Electronic Business Solution (WEBS)
- Washington State Department of Enterprise Service (DES)
- WSDOT Statewide Vendor
- System for Award Management (SAM)
- B2GNow – Diversity Management System
- MRSC Rosters

Project Understanding & Approach

Our team's approach to completing this project is to be an integrated partner with all stakeholders. Our first priority is to better understand the needs and expectations of the Wastewater Treatment Plant staff, as well as the City of Wenatchee Public Works Department to gain a full understanding of the day-to-day operations and activities. We acknowledge that careful review and preparation are essential to maintaining operations. Our goal is to provide the least amount of disruption to daily operations while adhering to the project objectives. We believe that a proactive team approach involving all stakeholders is paramount to a victorious project.

Project Kickoff – We will conduct a project kickoff meeting to comprehend the overall project conception and direction. We know the value of fact gathering, understanding concept ideas, and identifying the client's budget constraints to provide the most efficient end product. With every project, we provide a preliminary investigation of existing systems, any possible limitations, and discussion items that may be of concern. We review all information available, including that of other disciplines, to achieve an encompassing view of the project before we begin. Often this rewards us with a deeper understanding of the project and an ability to discuss forecasting ideas from our research. We use this 'best team' approach to get a project off to a streamlined start. We feel effective communication and coordination are key items to a project's success.

Schematic Design – During the initial design stages, we try to incorporate not only the initial design concepts and ideas but also to "think outside the box" for alternative options or solutions to accomplish specific objectives and goals. By gathering as much preliminary information as possible in the review documents, including delving into the history of the situation, we can address important issues as early as possible while soliciting invaluable input from all team members and stakeholders. We have discovered the schematic design stage of a project is the time to look ahead, not only to avoid possible pitfalls but to consider superior solutions or innovative ideas within the

early planning stages. We methodically begin working toward defining project goals, objectives, and identifying components based on code requirements and equipment options while initiating preliminary calculations and expected requirements.

Design Development – At this stage, we incorporate all items and established solutions into a project design package. We develop a checklist of each project and systematically guarantee all concepts of a project are incorporated, all while ensuring compliance with all code requirements. We pride ourselves on using system models that share a common database of design information to safeguard all aspects of design team drawings that are bonded together to create a complete and cohesive plan. We see this as a terrific tool to avoid inconsistencies in the project information. This also allows us to crosscheck the accuracy of vital information included in the initial drawing documentation, outline specifications, and initial construction estimate provided at this stage.

Construction Documents – During the CD phase, focus will be placed on providing clear, concise communication of construction requirements, meeting all project requirements, and synchronize final drawing review and coordination of the entire construction drawing package. This will include preparing final construction bid documents, final project specifications, and preparation of final construction estimate. Finally, teaming meetings are scheduled to make certain all last-minute details and design selections are put in place prior to the issue of final bid documents.

Construction Administration – This critical stage is often neglected. We realize the value of excellent coordination between contractor and engineer as we both have the same objective. We also understand the value of communication and we demonstrate that by clearly and openly working with contractors to aid them by providing quick responses to RFIs, submittals, and respond professionally and efficiently to unforeseen issues. We are readily available for any clarification as needed helps to ensure design quality and to keep the project on track. At the same time, we expect all involved to meet a high level of quality.

Closeout – At project completion, the project team will review the final construction on-site to certify all work has been fulfilled to the project requirements and all documentation is complete and accurate. Precise and thorough closeout documentation can be of great value in any future projects that may occur. We feel this is the only acceptable way to complete a project.

4.3.2 QUALIFICATIONS OF KEY PERSONNEL

DONALD R. EVANS JR., PE | Principal Engineer



23 years in the electronics and electrical engineering industries, Don has been the lead engineer for many electrical system designs of new and remodel projects. Design experience includes: site service, electrical system design, lighting design, low voltage electronics systems, and correctional facility perimeter detection systems. He also has extensive experience in performing electrical system analysis, short circuit studies, load flow analysis, and selective coordination studies for power systems.

COMPANY

Evans Engineering and Consulting, PLLC, Owner

CREDENTIALS

Licensed Electrical Engineer:
ID, WA, MT, OR

ORGANIZATIONS

National Society of Professional Engineers (NSPE)

Idaho Society of Professional Engineers (ISPE)

Institute of Electrical and Electronics Engineers (IEEE)

EDUCATION

Bachelor of Science
Electrical Engineering,
Gonzaga University (2006)

PROFESSIONAL EXPERIENCE

Total Years in Electrical Engineering: 23

Representative Projects:

- REC Solar Grade Silicon, K108 Silane Compressor Building, Moses Lake, WA
- REC Solar Grade Silicon, K108 Maintenance Building, Moses Lake, WA
- REC Solar Grade Silicon, K305 Silane Compressor Building, Moses Lake, WA
- Pangborn Airport Expansion Phase 1, Wenatchee, WA
- Douglas County Hearing Room, Waterville, WA
- Grant County PUD Ephrata Facilities Shop, Ephrata, WA
- Wanapum Dam Maintenance Center Remodel, Beverly, WA
- Wanapum Heritage Center Lighting Controls, Beverly, WA
- Wanapum Dam HED Offices, Beverly, WA
- Wanapum HOB Offices AV additions, Beverly, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 1, Malaga, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 2, Malaga, WA
- Rocky Reach Dam HVAC Improvements, East Wenatchee, WA
- Priest Rapids Dam, T&G Facility, Mattawa, WA
- Priest Rapids Sewage Renovations, Mattawa, WA
- Lincoln County Mechanics Shop, Davenport, WA
- Grant County Archeology Lab, Beverly, WA
- Grant County Ephrata HQ Offices, Ephrata, WA
- Grant County Ephrata HVAC Upgrades, Ephrata, WA
- Grant County Ephrata Warehouse upgrades, Ephrata, WA
- Grant County Fueling System Monitoring, Moses Lake, WA
- Grant County Fueling System Monitoring, Ephrata, WA
- Grant County Warehouse Block Heaters, Moses Lake, WA
- Grant County Public Works, Road District #2 Shop Facility, Moses Lake, WA
- Carlton Fish Hatchery additions, Carlton, WA
- Clearwater Paper Mill, Grounding, Lewiston, ID
- Wenatchee Federal Courthouse, FA System Replacement, Wenatchee, WA
- USDA ARS Electrical Improvements, Wenatchee, WA

COLLIN DIEDIKER | Electrical Engineer



Collin has a Bachelor of Science in Electrical and Electronics Engineering. His experience includes mechanical and electrically-driven systems, electrical installation and testing, and software programming for autonomous operation. He also has an understanding of designing compressor stations and ESD control systems, preparing budgets for lighting and power options, and calculating loads and power requirements for a variety of electrical systems.

COMPANY

Evans Engineering and Consulting, PLLC

CREDENTIALS

Licensed Electrical Engineer-In-Training
License: 37476

EDUCATION

Bachelor of Science
Electrical Engineering,
Eastern Washington
University (2019)

PROFESSIONAL

EXPERIENCE

Total Years in Electrical Engineering: 3

Representative Projects:

- Gas-Transmission Northwest Pipeline System Compressor Station 3 Automation Upgrades and GTN Xpress Compressor Upgrades Station 3 Eastport, ID
- GTN Pipeline System CS4-Automation Upgrades Sandpoint, ID
- GTN Pipeline System CS5-Automation Upgrades and GTN Xpress Compressor Upgrades Station 5 Athol, ID
- GTN Pipeline System CS6-Automation Upgrades Rosalia, OR
- Dworshak Dam-40T Gantry Crane Replacement Ahsahka, IDGTN Pipeline System CS7-Automation Upgrades and GTN Xpress Compressor Upgrades Station 7 Starbuck, WA
- GTN Pipeline System CS10-Fuel Gas Conditioning and GTN Xpress Compressor Upgrades Station 10 Kent, OR
- Big Bend Dam-Gantry Crane Replacement Lyman Counties, SD
- Boundary Dam-250T Bridge Cranes Replacement Upgrades Metaline, WA.
- Rock Island Dam-30T Gantry Replacement Chelan, WA.
- GTN Pipeline System CS12 Automation Upgrades Bend, OR
- GTN Pipeline System CS13 Fuel Gas Conditioning and Seal Gas Upgrades Chemult, OR
- GTN Xpress Compressor Upgrades Station 14 Bonanza, OR
- Northern Border Pipeline System Fuel Gas Conditioning Upgrades St. Anthony, ID
- NBX Pipeline System-Compressor Station Upgrades Ehrenberg, AZ
- Tracy Delivery-Meter Station Upgrades Reno, NV
- Coyote Ridge Corrections Center-Security Electronics Upgrade Connell, WA.
- Benton County Juvenile Center-Security Electronics Upgrade Kennewick, WA.

Collin will offer excellent communication and interpersonal skills with clients and management to maintain positive internal and external relationships. He is adept at readily gathering and translating complex requirements into viable solutions through teamwork and collaboration to confidently take a project from conception to commissioning.

He is highly knowledgeable about engineering methodologies and principles with a strong background in arc flash analysis. He has experience with providing design of PLC controls and network communication for security electronics. This may include fiber/cat6 design, camera layout, intercoms, remote I/O, access controls and backup power for the entire site.

He is consistently striving to improve by streamlining ideas for overall efficiency of the project. He will help identify any constraints head on and possess a more holistic approach.

Collin will perform condition assessments of electrical systems in accordance with inspection protocols, state and local regulations and field investigation of electrical systems ensures conformance to design and equipment specifications by examining installations and observing operations.

ERIC HAMMOND | Project Manager/Designer



Eric displays active communication, keen planning, and hones responsibility to implement and formulate strategies for over project execution and success. Eric has exceptional exposure and experience as a project manager and electrical designer in the electrical engineering and consulting industry. Interfacing daily with electrical engineering teams, including architects, mechanical engineers, and owners. He is knowledgeable in lighting and controls, audio/video systems, and fire alarm systems, with a strong foundation and execution of CAD/BIM software.

COMPANY

Evans Engineering and
Consulting, PLLC

EDUCATION

Associate of Applied Science
Architectural Technology,
Spokane Community College
(2015)

PROFESSIONAL EXPERIENCE

Total Years Drafting: 6

Representative Projects:

- USDA ARS Service Changeover, Wenatchee, WA
- USDA Forest Service Greenhouse Replacement, Coeur d'Alene, ID
- Othello HAWK Crossing Improvements, Othello, WA
- Wanapum Heritage Center, Power System Study, Mattawa, WA
- Wanapum Indian Village Longhouse Power System Study, Mattawa, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 1, Malaga, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 2, Malaga, WA
- Rocky Reach Dam HVAC Improvements, East Wenatchee, WA
- Grant County Ephrata HQ Cooling Tower, Ephrata, WA
- RDO Equipment Facility, Moses Lake, WA
- Genie Equipment Test Cycle Building, Moses Lake, WA
- SCC Maintenance, Operations, and Security Building, Spokane, WA
- Spokane International Airport Rail-Truck Transload Facility, Spokane, WA
- Spokane International Airport, Chiller Upgrade, Spokane, WA
- Spokane International Airport, Trafficking Phones, Spokane, WA
- Coeur d'Alene Airport, Electrical Improvements, Coeur d'Alene, ID
- 5th & Cedar Mixed-Use Building, Sandpoint, ID
- Dayton Assisted Living Facility, Dayton, WA
- Oakesdale Water SCADA System, Oakesdale, WA
- Latah Creek Clubhouse, Spokane, WA
- Horizon Credit Union, UPS Replacement, Spokane, WA
- HZCU Headquarters RTU Replacement, Spokane Valley, WA
- Numerica Credit Union, Wenatchee, WA
- Numerica Credit Union, Pasco, WA
- Canopy Credit Union, Spokane, WA
- PIPL Office Building, Post Falls, ID
- Lakeland Village Nurse Call Upgrades, Medical Lake, WA
- Mountain Lake Dental Office, Sandpoint, ID
- Lakeland Village Nurse Call Upgrades, Medical Lake, WA
- Liberty Creek Elementary School, Spokane, WA
- Chester Elementary School, Spokane Valley, WA
- Greenacres Elementary School, Spokane Valley, WA

4.3.3 REFERENCES



Client: Grant County Public Utility District
Point of Contact: Gregory S Keyes,
Electrical Engineers, PE
Telephone Number: (509) 754-5088, Extension 2656
Email: gkeyes@gcpud.org



Client: Bernardo Wills Architects
Point of Contact: Robert Pace, AIA, LEED AP
Telephone Number: (509) 838-4511
Email: rpacer@bwarch.com



Client: Dumais Romans, Inc.
Point of Contact: Guy Dumais, PE
Telephone Number: (509) 93-8646
Email: guy@dumaisromans.com

4.3.4 CONTRACT LIST

Project: **Grant County PUD Ephrata Headquarters Power System Studies**

Contract Reference Number: **205134-001002**

Period of Performance: 06/21-Current

Contact Person(s): Robert Pace, AIA, LEED AP: rpacer@bwarch.com, 509-838-4511.

Brief Project Description: Power System Studies including Arc Flash Analysis performed.

Project: **Wanapum Indian Village Short Circuit and Arc Flash Hazard Analysis**

Contract Reference Number: **20-201C**

Period of Performance: 03/21-10/21

Contact Person(s): Robert Pace, AIA, LEED AP: rpacer@bwarch.com, 509-838-4511.

Brief Project Description: New System Service, Fiber Optic and Communications Service, Site and Exterior Lighting, Site Security, Access Control and CCTV Systems, and Power System Studies including Arc Flash Analysis were performed.

Project: **Spokane International Airport Roadway and Parking Lighting Study**

Contract Reference Number: **190636**

Period of Performance: 07/21-10/21

Contact Person(s): Aaron Buob, C.M. Aviation Project Manager: ABuob@to-engineers.com, 509-319-2584.

Brief Project Description: Lighting Design and Analysis performed.

Project: Spokane International Airport Rail-Truck Transload Facility

Contract Reference Number: **1900230**

Period of Performance: 08/20-10/21

Contact Person(s): Bekah Osterhaus, P.E: bekah.osterhaus@kpff.com, 253-223-0498.

Brief Project Description: Lighting Design and Analysis, Power System Design, Utility Service

Coordination performed.

Project: USFS Coeur d' Alene Nursery Greenhouse

Contract Reference Number: **12034319C0054**

Period of Performance: 02/20-09/21

Contact Person(s): Stephanie Koch, PLA, Project Manager: <mailto:skoch@verdisnw.com>,
208-667-1214 x 107.

Brief Project Description: Standby Power Generation System Design, Lighting Design and Analysis,
Power System Design, and Utility Service Coordination Performed.

Project: Oakesdale Water Improvements

Contract Reference Number: **210617**

Period of Performance: 04/21-10/21

Contact Person(s): Steven Marsh, P.E, Vice President/Regional Manager:
Steven.Marsh@tdhengineering.com, 509-622-2888.

Brief Project Description: Control System Design, Control Systems Factory Acceptance Testing and
Start Up performed.

4.3.5 CONTRACT TERMINATION

Evans Engineering and Consulting has **not** had a contract terminated for default in the last five (5) years.

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

01/10/2022

Date Rec'd

12/21/2021

Clerk's File #

OPR 2022-0014

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

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #

2022060

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

MASTER

Agenda Item Name

0370 – EVANS ENGINEERING ON CALL SERVICES CONTRACT 2022-2023

Agenda Wording

Consultant Agreement with Evans Engineering & Consulting, PLLC, (Post Falls, ID) for Electrical Engineering On-Call Services for 2022-2023 - Non-Federal Aid Projects for an amount not to exceed \$150,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Electrical Engineering On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 150,000.00

VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

PIES 11/22/21

Division Director

TWOHIG, KYLE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

jgraff@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

ddaniels@spokanecity.org

dbuller@spokanecity.org

don@e2cengineers.com; jsims@e2cengineers.com

Briefing Paper

PIES

| | |
|---|---|
| Division & Department: | Engineering Services; Public Works |
| Subject: | On-Call Engineering Consultants |
| Date: | November 22, 2021 |
| Contact (email & phone): | Dan Buller (dbuller@spokanecity.org , 625-6391) |
| City Council Sponsor: | Breean 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) | |
| Strategic Initiative: | Innovative Infrastructure |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Informational - background information for committee review |
| <p>Background/History: Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p> | |
| <p>Executive Summary:</p> <ul style="list-style-type: none"> • A request for qualifications is being advertised for electrical engineering and landscape architecture in support of various public works projects designed by Engineering Services. • A review committee will evaluate the firms by qualifications. One or two firms will be selected for each discipline. • Engineering Services expects to bring three agreements to council for approval in early December. • Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. | |
| <p>Budget Impact:</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 type="checkbox"/> Yes <input checked="" 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>Operations Impact:</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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p> | |



City of Spokane

CONSULTANT AGREEMENT

**Title: ELECTRICAL ENGINEERING
SERVICES FOR 2022-2023**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **EVANS ENGINEERING CONSULTING, PLLC**, whose address is 1810 East Shneidmiller Avenue, Suite 221, Post Falls, Idaho 83854 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **ELECTRICAL ENGINEERING SERVICES FOR 2022-2023** for the City; and*

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 24, 2022, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

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

4. COMPENSATION.

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

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- E. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the

Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY/PUBLIC RECORDS.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment.

The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the

Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

EVANS ENGINEERING CONSULTING, PLLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – City's Request for Qualifications

21-251

EXHIBIT A

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

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

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

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

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

EXHIBIT B

NADINE WOODWARD
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

**2022-2023 RFQ –ELECTRICAL ENGINEERING
FOR NON FED AID PROJECTS
REQUEST FOR QUALIFICATIONS
City of Spokane, Washington**

DESCRIPTION: **ELECTRICAL ENGINEERING SERVICES FOR 2022-2023 NON FED
AID PROJECTS**

DUE DATE: **WEDNESDAY, DECEMBER 1, 2022**
 No later than 1:00 p.m.

DELIVERY: **via email to: dbuller@spokanecity.org**

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in electrical engineering.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project comes from federal sources. Included in this RFQ and incorporated herein by reference is Attachment A “Federal Grant Funded Guidelines”. While not an exhaustive list, the Attachment titled “Federal Grant Funded Guidelines” contains more of the commonly encountered special terms and/or conditions.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 17, 2022 and to end on December 31, 2023 with an optional 1 year renewal to December 31, 2024.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services will include tasks associated with electrical engineering both during design and construction. Sample types of tasks/project components include:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications
- Control systems factory acceptance testing, site startup and troubleshooting
- Motor Control Center (MCC) design
- Utility service coordination
- Standby power generation system design

Estimated individual project fees are expected to range from approximately \$5,000 to \$50,000 and shall be negotiated for each project. Total expenditures over the two-year life of the agreement shall not exceed a total of \$300,000. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above will be awarded to the Firm selected as a result of this RFQ.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

| | |
|----------------|--|
| Name | Dan Buller |
| Address | 808 W. Spokane Falls Blvd., Spokane, WA 99201 |
| Phone Number | 509-625-6391 |
| E-Mail Address | dbuller@spokanecity.org |

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|----------------------------------|-----------------|
| Issue Request for Qualifications | Week of 11-8-21 |
| Proposals due | 12-1-21 |
| Evaluate Proposals | Week of 12-6-20 |

| | |
|--|----------------------------|
| Conduct oral or phone interviews with finalists, if required | Week of 12-6-21 |
| Announce selection, negotiate contract | Week of 12-6-21 |
| City Council approval of contract | Weeks of 12-13-21 & 1-3-22 |
| Contract signatures | Weeks of 1-3-22 & 1-10-22 |

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to dbuller@spokanecity.org. The email shall include subject line “SOQ – 2022-2023 Non Fed Aid On-Call Electrical Engineer”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email dbuller@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal,” résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas described below.

Design and construction phase assistance for following types of tasks:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications

- Control systems factory acceptance testing, site startup and troubleshooting
 - Motor Control Center (MCC) design
 - Utility service coordination
 - Standby power generation system design
2. A staffing plan listing:
 - a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
 3. References of at least three current/former clients (not including City staff) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
 4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
 5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

| | |
|---------------------------------|-----|
| Qualifications of key personnel | 33% |
|---------------------------------|-----|

| | |
|--|-----|
| Expertise and approach to various tasks described in Scope of Services | 33% |
| Past performance/references relevant to areas itemized above on similar projects | 34% |

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm 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 Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

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

6.4 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm 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 Firm.

6.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

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

6.6 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.7 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.8 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. GRANT REQUIREMENTS

7.1 FEDERAL FUNDING

This project may be funded by federal grant monies (generally non-FHWA federal sources). Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work. Part 7 "GRANT REQUIREMENTS" and Attachment "A" titled "Federal Grant Funded Guidelines" may be required if federal grant funding is used.

7.2 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may

be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment “A” titled “Federal Grant Funded Guidelines” incorporated herein by reference.

7.3 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

7.4 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

7.5 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

7.6 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at dbuller@spokanecity.org or by calling 625-6700.

7.7 FEDERAL FUNDING NONDISCRIMINATION

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award..

8. RFQ ATTACHMENTS

Attached to this RFQ and incorporated herein by reference are the following background documents:

1. Attachment “A” titled “Federal Grant Funded Guidelines”

ATTACHMENT A

FEDERAL GRANT FUNDED GUIDELINES

It is the Contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. Federal regulations are contained in the Code of Federal Regulations. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor's responsibility to comply with all laws.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794). The Applicant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation

(including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a Proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Noise Control, Chapter 70.107 RCW. The Applicant shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

Resource Conservation and Recovery Act. Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

Use of Recycled Paper: All reports prepared by the Contractor for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

Workplace Listing: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Salary Rate: Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.

Anthony's Restaurant
Modernization & Revitalization



Electrical Engineering Services for Federal Aid and Non Federal Aid Projects

Prepared for:



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

Date:

December 1, 2021

Prepared BY:



E2C
EVANS ENGINEERING
AND CONSULTING, PLLC

Licensed in WA, ID, OR, and MT
(208) 262-9908 | www.e2cengineers.com

Whitworth Water District
Operations & Maintenance Facility



Avista Utilities Fleet
Maintenance Building

Rock Island Powerhouse
HVAC Upgrades



December 1, 2021

City of Spokane Purchasing
ATTN: Mr. Dan Buller
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

RE: 2022-2023 RFQ – Electrical Engineering for Federal Aid and Non Federal Aid Projects Request for Qualifications

Dear Mr. Dan Buller:

Evans Engineering and Consulting, PLLC (E2C) is pleased to present our capabilities response to the City of Spokane for Electrical Engineering Services for Federal Aid and Non Federal Aid Projects.

| | | |
|-----------------------|--|--|
| Company Name: | Evans Engineering and Consulting, PLLC | |
| Point of Contacts: | Donald Evans, PE – Principal | Jennifer Sims – Operations Manager |
| Telephone Number: | (208) 262-1038 | (208) 262-9908 |
| Email: | don@e2cengineers.com | jsims@e2cengineers.com |
| Socioeconomic Status: | SBA 8(a) Certified and Small Disadvantaged Business | |
| Primary NAICS: | 541330 – Engineering Services | |

E2C has extensive experience with a wide range of electrical improvement projects from small-scale tenant improvements to large, complex hydroelectric facilities. Having an office centrally located in Post Falls, Idaho has afforded us the opportunity to participate in many projects throughout the greater Pacific Northwest. We have completed electrical engineering design of many remodel, repair, modernization, additions, assessment, and new construction projects for a variety of clients, including state and federal governments. Our exceptional team and business direct company culture afford us the ability to efficiently manage any project challenges and understand the unique role of each participant, from the client to each subcontractor to each project stakeholders.

E2C specializes in Power System Studies, power and emergency systems, lighting design and analysis, communication systems, security and access control, fire alarm system, and many other. Our core team members provide a diverse background that helps our team to be passionate about every project, maintain a high level of accuracy, and create long-lasting relationships with our clients. We strive to meet each objective and specific goals from project initiation through successful completion.

E2C is in full agreement and will comply with all terms and conditions set forth in this request for qualifications unless otherwise agreed by the City. Furthermore, we certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs nor we do not intend to contract with anyone who has been otherwise excluded from Federal Assistance programs. E2C will also comply with audit, financial, and insurance requirements and will supply documentation upon request.

On behalf of everyone at Evans Engineering and Consulting, we would like to thank you for your time and consideration of our firm. We look forward to an opportunity to further demonstrate our capabilities and expertise in Electrical Engineering Service project needs for the City of Spokane. Until then, if you have any questions or need any further information, please contact us at any time.

As Principal Engineer, I Donald Evans am authorized to sign this proposal and negotiate on behalf of Evans Engineering and Consulting, PLLC with the City of Spokane in connection with the Request for Qualifications.

Sincerely yours,



Donald R. Evans, Jr., P.E.

"Integrity, Honesty, and Open Communication...These are the effective tools to achieve a quality project"

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| COLLIN DIEDIKER Electrical Engineer | 5 |
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4.3.1 FIRM'S QUALIFICATIONS & EXPERIENCE

Evans Engineering and Consulting (E2C) is a progressive and detail-oriented firm with a strong background in all aspects of Electrical Engineering Design. Located in the heart of the Pacific Northwest, our group is proud to have been a part of many projects that involve a conscious team effort of design, function, opportunity, and aesthetic presence that blends naturally with the environment.

Our growing team has a wide array of design experience and capabilities that allow us to complete any project with precision and professionalism. With a staff licensed in Idaho, Washington, Montana, and Oregon, we are knowledgeable of multi-jurisdiction requirements. E2C is also a licensed General Contractor capable of meeting a wide range of projects requirements.

At E2C, we believe every employee drives the company and are vital participants in the achievement of our goals. Our combined efforts translate into every electrical design or construction project we perform. Our accomplishments directly correlate to the success of our clients and having our owner's complete satisfaction is all part of working with us. We have demonstrated exceptional performance by providing outstanding customer service, and we understand that committing our best resources to this project is integral to meeting this important goal. **We are dedicated to exceeding your expectations and will deliver a final project with the highest possible quality for the best value and on schedule.**

Our company operates on the principles that integrity, honesty, and open communication are effective tools to achieve a quality project. We consistently strive for the success of every project by focusing on the individual needs of each project, providing complete and accurate deliverables, and meeting project schedules on time and on budget. Our quality control process throughout a project we have project milestones to review current project status and ensure measurable results for every project. This approach not only secures a quality project but also maintains our commitment to zero change orders or major design changes.

Core Competencies

POWER SYSTEM DESIGN – Low (120V-600V) and Medium Voltage (2400-15kV), Motor Control Centers, Switchboards and Switchgear, Service Entrance Equipment and Metering

EMERGENCY POWER SYSTEM DESIGN – Generators, Uninterrupted Power Source (UPS), Transfer Switches, Paralleled Systems

LIGHTING DESIGN – Code Compliant Building Interior and Exterior Lighting, Lighting Control Systems, Lighting Calculations and Renderings

SECURITY AND ACCESS CONTROL DESIGN – Closed-circuit Television (CCTV), Security and Access Control Systems, Correctional Perimeter Detection Systems

FIRE ALARM SYSTEM DESIGN – Zoned and Addressable Fire Alarm Systems, Campus and Network Designs

COMMUNICATIONS SYSTEM DESIGN – Building Voice and Data, Audio and Video Systems, Fiber Optic Backbone Cabling

NURSE CALL SYSTEM DESIGN – Local or Campus Design, Hospitals, Medical Centers, Health Care Facilities, Intercom and Paging Systems

POWER SYSTEM STUDIES – Short Circuit Analysis, Power System Coordination Studies, Arc Flash Hazard Analysis and PPE Requirements

OTHER – Project Management and Review, Construction Electrical Cost Estimating, Code Review and Analysis, Value Engineering, Utility Service Coordination, ADA Construction Design Services and Evaluation, Electrical System Modeling

Certifications

- Washington State OMWBE – DBE/SBE Certification #D2W0024453
- Montana State DBE Certification #5072
- Idaho State DBE Certification
- WSDOT Safe Harbor Certification (ICR)
- SBA 8(a) Business Development Program

Professional Registrations

- Washington Electronic Business Solution (WEBS)
- Washington State Department of Enterprise Service (DES)
- WSDOT Statewide Vendor
- System for Award Management (SAM)
- B2GNow – Diversity Management System
- MRSC Rosters

Project Understanding & Approach

Our team's approach to completing this project is to be an integrated partner with all stakeholders. Our first priority is to better understand the needs and expectations of the Wastewater Treatment Plant staff, as well as the City of Wenatchee Public Works Department to gain a full understanding of the day-to-day operations and activities. We acknowledge that careful review and preparation are essential to maintaining operations. Our goal is to provide the least amount of disruption to daily operations while adhering to the project objectives. We believe that a proactive team approach involving all stakeholders is paramount to a victorious project.

Project Kickoff – We will conduct a project kickoff meeting to comprehend the overall project conception and direction. We know the value of fact gathering, understanding concept ideas, and identifying the client's budget constraints to provide the most efficient end product. With every project, we provide a preliminary investigation of existing systems, any possible limitations, and discussion items that may be of concern. We review all information available, including that of other disciplines, to achieve an encompassing view of the project before we begin. Often this rewards us with a deeper understanding of the project and an ability to discuss forecasting ideas from our research. We use this 'best team' approach to get a project off to a streamlined start. We feel effective communication and coordination are key items to a project's success.

Schematic Design – During the initial design stages, we try to incorporate not only the initial design concepts and ideas but also to "think outside the box" for alternative options or solutions to accomplish specific objectives and goals. By gathering as much preliminary information as possible in the review documents, including delving into the history of the situation, we can address important issues as early as possible while soliciting invaluable input from all team members and stakeholders. We have discovered the schematic design stage of a project is the time to look ahead, not only to avoid possible pitfalls but to consider superior solutions or innovative ideas within the

early planning stages. We methodically begin working toward defining project goals, objectives, and identifying components based on code requirements and equipment options while initiating preliminary calculations and expected requirements.

Design Development – At this stage, we incorporate all items and established solutions into a project design package. We develop a checklist of each project and systematically guarantee all concepts of a project are incorporated, all while ensuring compliance with all code requirements. We pride ourselves on using system models that share a common database of design information to safeguard all aspects of design team drawings that are bonded together to create a complete and cohesive plan. We see this as a terrific tool to avoid inconsistencies in the project information. This also allows us to crosscheck the accuracy of vital information included in the initial drawing documentation, outline specifications, and initial construction estimate provided at this stage.

Construction Documents – During the CD phase, focus will be placed on providing clear, concise communication of construction requirements, meeting all project requirements, and synchronize final drawing review and coordination of the entire construction drawing package. This will include preparing final construction bid documents, final project specifications, and preparation of final construction estimate. Finally, teaming meetings are scheduled to make certain all last-minute details and design selections are put in place prior to the issue of final bid documents.

Construction Administration – This critical stage is often neglected. We realize the value of excellent coordination between contractor and engineer as we both have the same objective. We also understand the value of communication and we demonstrate that by clearly and openly working with contractors to aid them by providing quick responses to RFIs, submittals, and respond professionally and efficiently to unforeseen issues. We are readily available for any clarification as needed helps to ensure design quality and to keep the project on track. At the same time, we expect all involved to meet a high level of quality.

Closeout – At project completion, the project team will review the final construction on-site to certify all work has been fulfilled to the project requirements and all documentation is complete and accurate. Precise and thorough closeout documentation can be of great value in any future projects that may occur. We feel this is the only acceptable way to complete a project.

4.3.2 QUALIFICATIONS OF KEY PERSONNEL

DONALD R. EVANS JR., PE | Principal Engineer



23 years in the electronics and electrical engineering industries, Don has been the lead engineer for many electrical system designs of new and remodel projects. Design experience includes: site service, electrical system design, lighting design, low voltage electronics systems, and correctional facility perimeter detection systems. He also has extensive experience in performing electrical system analysis, short circuit studies, load flow analysis, and selective coordination studies for power systems.

COMPANY

Evans Engineering and Consulting, PLLC, Owner

CREDENTIALS

Licensed Electrical Engineer:
ID, WA, MT, OR

ORGANIZATIONS

National Society of Professional Engineers (NSPE)

Idaho Society of Professional Engineers (ISPE)

Institute of Electrical and Electronics Engineers (IEEE)

EDUCATION

Bachelor of Science
Electrical Engineering,
Gonzaga University (2006)

PROFESSIONAL EXPERIENCE

Total Years in Electrical Engineering: 23

Representative Projects:

- REC Solar Grade Silicon, K108 Silane Compressor Building, Moses Lake, WA
- REC Solar Grade Silicon, K108 Maintenance Building, Moses Lake, WA
- REC Solar Grade Silicon, K305 Silane Compressor Building, Moses Lake, WA
- Pangborn Airport Expansion Phase 1, Wenatchee, WA
- Douglas County Hearing Room, Waterville, WA
- Grant County PUD Ephrata Facilities Shop, Ephrata, WA
- Wanapum Dam Maintenance Center Remodel, Beverly, WA
- Wanapum Heritage Center Lighting Controls, Beverly, WA
- Wanapum Dam HED Offices, Beverly, WA
- Wanapum HOB Offices AV additions, Beverly, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 1, Malaga, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 2, Malaga, WA
- Rocky Reach Dam HVAC Improvements, East Wenatchee, WA
- Priest Rapids Dam, T&G Facility, Mattawa, WA
- Priest Rapids Sewage Renovations, Mattawa, WA
- Lincoln County Mechanics Shop, Davenport, WA
- Grant County Archeology Lab, Beverly, WA
- Grant County Ephrata HQ Offices, Ephrata, WA
- Grant County Ephrata HVAC Upgrades, Ephrata, WA
- Grant County Ephrata Warehouse upgrades, Ephrata, WA
- Grant County Fueling System Monitoring, Moses Lake, WA
- Grant County Fueling System Monitoring, Ephrata, WA
- Grant County Warehouse Block Heaters, Moses Lake, WA
- Grant County Public Works, Road District #2 Shop Facility, Moses Lake, WA
- Carlton Fish Hatchery additions, Carlton, WA
- Clearwater Paper Mill, Grounding, Lewiston, ID
- Wenatchee Federal Courthouse, FA System Replacement, Wenatchee, WA
- USDA ARS Electrical Improvements, Wenatchee, WA

COLLIN DIEDIKER | Electrical Engineer



Collin has a Bachelor of Science in Electrical and Electronics Engineering. His experience includes mechanical and electrically-driven systems, electrical installation and testing, and software programming for autonomous operation. He also has an understanding of designing compressor stations and ESD control systems, preparing budgets for lighting and power options, and calculating loads and power requirements for a variety of electrical systems.

COMPANY

Evans Engineering and Consulting, PLLC

CREDENTIALS

Licensed Electrical Engineer-In-Training
License: 37476

EDUCATION

Bachelor of Science
Electrical Engineering,
Eastern Washington
University (2019)

PROFESSIONAL

EXPERIENCE

Total Years in Electrical Engineering: 3

Representative Projects:

- Gas-Transmission Northwest Pipeline System Compressor Station 3 Automation Upgrades and GTN Xpress Compressor Upgrades Station 3 Eastport, ID
- GTN Pipeline System CS4-Automation Upgrades Sandpoint, ID
- GTN Pipeline System CS5-Automation Upgrades and GTN Xpress Compressor Upgrades Station 5 Athol, ID
- GTN Pipeline System CS6-Automation Upgrades Rosalia, OR
- Dworshak Dam-40T Gantry Crane Replacement Ahsahka, IDGTN Pipeline System CS7-Automation Upgrades and GTN Xpress Compressor Upgrades Station 7 Starbuck, WA
- GTN Pipeline System CS10-Fuel Gas Conditioning and GTN Xpress Compressor Upgrades Station 10 Kent, OR
- Big Bend Dam-Gantry Crane Replacement Lyman Counties, SD
- Boundary Dam-250T Bridge Cranes Replacement Upgrades Metaline, WA.
- Rock Island Dam-30T Gantry Replacement Chelan, WA.
- GTN Pipeline System CS12 Automation Upgrades Bend, OR
- GTN Pipeline System CS13 Fuel Gas Conditioning and Seal Gas Upgrades Chemult, OR
- GTN Xpress Compressor Upgrades Station 14 Bonanza, OR
- Northern Border Pipeline System Fuel Gas Conditioning Upgrades St. Anthony, ID
- NBX Pipeline System-Compressor Station Upgrades Ehrenberg, AZ
- Tracy Delivery-Meter Station Upgrades Reno, NV
- Coyote Ridge Corrections Center-Security Electronics Upgrade Connell, WA.
- Benton County Juvenile Center-Security Electronics Upgrade Kennewick, WA.

Collin will offer excellent communication and interpersonal skills with clients and management to maintain positive internal and external relationships. He is adept at readily gathering and translating complex requirements into viable solutions through teamwork and collaboration to confidently take a project from conception to commissioning.

He is highly knowledgeable about engineering methodologies and principles with a strong background in arc flash analysis. He has experience with providing design of PLC controls and network communication for security electronics. This may include fiber/cat6 design, camera layout, intercoms, remote I/O, access controls and backup power for the entire site.

He is consistently striving to improve by streamlining ideas for overall efficiency of the project. He will help identify any constraints head on and possess a more holistic approach.

Collin will perform condition assessments of electrical systems in accordance with inspection protocols, state and local regulations and field investigation of electrical systems ensures conformance to design and equipment specifications by examining installations and observing operations.

ERIC HAMMOND | Project Manager/Designer



Eric displays active communication, keen planning, and hones responsibility to implement and formulate strategies for over project execution and success. Eric has exceptional exposure and experience as a project manager and electrical designer in the electrical engineering and consulting industry. Interfacing daily with electrical engineering teams, including architects, mechanical engineers, and owners. He is knowledgeable in lighting and controls, audio/video systems, and fire alarm systems, with a strong foundation and execution of CAD/BIM software.

COMPANY

Evans Engineering and
Consulting, PLLC

EDUCATION

Associate of Applied Science
Architectural Technology,
Spokane Community College
(2015)

PROFESSIONAL EXPERIENCE

Total Years Drafting: 6

Representative Projects:

- USDA ARS Service Changeover, Wenatchee, WA
- USDA Forest Service Greenhouse Replacement, Coeur d'Alene, ID
- Othello HAWK Crossing Improvements, Othello, WA
- Wanapum Heritage Center, Power System Study, Mattawa, WA
- Wanapum Indian Village Longhouse Power System Study, Mattawa, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 1, Malaga, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 2, Malaga, WA
- Rocky Reach Dam HVAC Improvements, East Wenatchee, WA
- Grant County Ephrata HQ Cooling Tower, Ephrata, WA
- RDO Equipment Facility, Moses Lake, WA
- Genie Equipment Test Cycle Building, Moses Lake, WA
- SCC Maintenance, Operations, and Security Building, Spokane, WA
- Spokane International Airport Rail-Truck Transload Facility, Spokane, WA
- Spokane International Airport, Chiller Upgrade, Spokane, WA
- Spokane International Airport, Trafficking Phones, Spokane, WA
- Coeur d'Alene Airport, Electrical Improvements, Coeur d'Alene, ID
- 5th & Cedar Mixed-Use Building, Sandpoint, ID
- Dayton Assisted Living Facility, Dayton, WA
- Oakesdale Water SCADA System, Oakesdale, WA
- Latah Creek Clubhouse, Spokane, WA
- Horizon Credit Union, UPS Replacement, Spokane, WA
- HZCU Headquarters RTU Replacement, Spokane Valley, WA
- Numerica Credit Union, Wenatchee, WA
- Numerica Credit Union, Pasco, WA
- Canopy Credit Union, Spokane, WA
- PIPL Office Building, Post Falls, ID
- Lakeland Village Nurse Call Upgrades, Medical Lake, WA
- Mountain Lake Dental Office, Sandpoint, ID
- Lakeland Village Nurse Call Upgrades, Medical Lake, WA
- Liberty Creek Elementary School, Spokane, WA
- Chester Elementary School, Spokane Valley, WA
- Greenacres Elementary School, Spokane Valley, WA

4.3.3 REFERENCES



Client: Grant County Public Utility District
Point of Contact: Gregory S Keyes,
Electrical Engineers, PE
Telephone Number: (509) 754-5088, Extension 2656
Email: gkeyes@gcpud.org



Client: Bernardo Wills Architects
Point of Contact: Robert Pace, AIA, LEED AP
Telephone Number: (509) 838-4511
Email: rpacer@bwarch.com



Client: Dumais Romans, Inc.
Point of Contact: Guy Dumais, PE
Telephone Number: (509) 93-8646
Email: guy@dumaisromans.com

4.3.4 CONTRACT LIST

Project: **Grant County PUD Ephrata Headquarters Power System Studies**

Contract Reference Number: **205134-001002**

Period of Performance: 06/21-Current

Contact Person(s): Robert Pace, AIA, LEED AP: rpacer@bwarch.com, 509-838-4511.

Brief Project Description: Power System Studies including Arc Flash Analysis performed.

Project: **Wanapum Indian Village Short Circuit and Arc Flash Hazard Analysis**

Contract Reference Number: **20-201C**

Period of Performance: 03/21-10/21

Contact Person(s): Robert Pace, AIA, LEED AP: rpacer@bwarch.com, 509-838-4511.

Brief Project Description: New System Service, Fiber Optic and Communications Service, Site and Exterior Lighting, Site Security, Access Control and CCTV Systems, and Power System Studies including Arc Flash Analysis were performed.

Project: **Spokane International Airport Roadway and Parking Lighting Study**

Contract Reference Number: **190636**

Period of Performance: 07/21-10/21

Contact Person(s): Aaron Buob, C.M. Aviation Project Manager: ABuob@to-engineers.com, 509-319-2584.

Brief Project Description: Lighting Design and Analysis performed.

Project: Spokane International Airport Rail-Truck Transload FacilityContract Reference Number: **1900230**

Period of Performance: 08/20-10/21

Contact Person(s): Bekah Osterhaus, P.E: bekah.osterhaus@kpff.com, 253-223-0498.

Brief Project Description: Lighting Design and Analysis, Power System Design, Utility Service

Coordination performed.

Project: USFS Coeur d' Alene Nursery GreenhouseContract Reference Number: **12034319C0054**

Period of Performance: 02/20-09/21

Contact Person(s): Stephanie Koch, PLA, Project Manager: mailto:skoch@verdisnw.com,
208-667-1214 x 107.Brief Project Description: Standby Power Generation System Design, Lighting Design and Analysis,
Power System Design, and Utility Service Coordination Performed.**Project: Oakesdale Water Improvements**Contract Reference Number: **210617**

Period of Performance: 04/21-10/21

Contact Person(s): Steven Marsh, P.E, Vice President/Regional Manager:

Steven.Marsh@tdhengineering.com, 509-622-2888.Brief Project Description: Control System Design, Control Systems Factory Acceptance Testing and
Start Up performed.

4.3.5 CONTRACT TERMINATION

Evans Engineering and Consulting has **not** had a contract terminated for default in the last five (5) years.

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

01/10/2022

Date Rec'd

12/20/2021

Clerk's File #

OPR 2022-0015

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

DAN BULLER 625-6391

Project #

2022061

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0370 – BERNARDO WILLIS ARCHITECTS LANDSCAPE ARCHITECTURE ON CALL SERVICES

Agenda Wording

Consultant Agreement with Bernardo Willis Architects PC, (Spokane, WA) for Landscape Architecture On-Call Services for 2022-2023 - Non-Federal Aid Project for an amount not to exceed \$200,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Landscape Architecture On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ \$200,000.00

VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

PIES 11/22/21

Division Director

TWOHIG, KYLE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

jgraff@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

ddaniels@spokanecity.org

Briefing Paper

PIES

| | |
|--|---|
| Division & Department: | Engineering Services; Public Works |
| Subject: | On-Call Engineering Consultants |
| Date: | November 22, 2021 |
| Contact (email & phone): | Dan Buller (dbuller@spokanecity.org , 625-6391) |
| City Council Sponsor: | Breean 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) | |
| Strategic Initiative: | Innovative Infrastructure |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Informational - background information for committee review |
| Background/History: Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years. | |
| Executive Summary: <ul style="list-style-type: none"> • A request for qualifications is being advertised for electrical engineering and landscape architecture in support of various public works projects designed by Engineering Services. • A review committee will evaluate the firms by qualifications. One or two firms will be selected for each discipline. • Engineering Services expects to bring three agreements to council for approval in early December. • Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. | |
| 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

CONSULTANT AGREEMENT

**Title: LANDSCAPE ARCHITECTURE
SERVICES FOR 2022-2023**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BERNARDO WILLS ARCHITECTS, PC**, whose address is 153 South Jefferson Street, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **LANDSCAPE ARCHITECTURE SERVICES FOR 2022-2023** for the City; and*

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 24, 2022, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- E. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

6. PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY/PUBLIC RECORDS.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment.

The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the

Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

BERNARDO WILLIS ARCHITECTS, PC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – City's Request for Qualifications²¹⁻²⁵²

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

NADINE WOODWARD
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

**2022-2023 RFQ –LANDSCAPE ARCHITECTURE
FOR NON FED AID PROJECTS
REQUEST FOR QUALIFICATIONS
City of Spokane, Washington**

DESCRIPTION: **LANDSCAPE ARCHITECTURE SERVICES FOR 2022-2023 NON FED
AID PROJECTS**

DUE DATE: **WEDNESDAY, DECEMBER 1, 2022**
 No later than 1:00 p.m.

DELIVERY: **via email to: dbuller@spokanecity.org**

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in landscape architecture.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project comes from federal sources. Included in this RFQ and incorporated herein by reference is Attachment A “Federal Grant Funded Guidelines”. While not an exhaustive list, the Attachment titled “Federal Grant Funded Guidelines” contains more of the commonly encountered special terms and/or conditions.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 17, 2022 and to end on December 31, 2023 with an optional 1 year renewal to December 31, 2024.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services will include tasks associated with landscape architecture both during design and construction. Sample types of tasks/project components include:

- Street projects, including landscaping of pedestrian buffer strips, storm drainage areas,
- Gateway entry statements to communities and institutions,
- Pump station and other public utility buildings,
- Parking lots,
- Miscellaneous items, such as project scope descriptions, concept designs, “green” infrastructure concepts, site layouts, cost estimates, coordination efforts.

Estimated individual project fees are expected to range from approximately \$5,000 to \$50,000 and shall be negotiated for each project. Total expenditures over the two-year life of the agreement shall not exceed a total of \$300,000. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above will be awarded to the Firm selected as a result of this RFQ.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

| | |
|----------------|--|
| Name | Dan Buller |
| Address | 808 W. Spokane Falls Blvd., Spokane, WA 99201 |
| Phone Number | 509-625-6391 |
| E-Mail Address | dbuller@spokanecity.org |

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|--|----------------------------|
| Issue Request for Qualifications | Week of 11-8-21 |
| Proposals due | 12-1-21 |
| Evaluate Proposals | Week of 12-6-20 |
| Conduct oral or phone interviews with finalists, if required | Week of 12-6-21 |
| Announce selection, negotiate contract | Week of 12-6-21 |
| City Council approval of contract | Weeks of 12-13-21 & 1-3-22 |
| Contract signatures | Weeks of 1-3-22 & 1-10-22 |

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to dbuller@spokanecity.org. The email shall include subject line “SOQ – 2022-2023 Non Fed Aid On-Call Landscape Architecture”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email dbuller@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive

director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal,” résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas described below.

Design and construction phase assistance for following types of tasks:

- Street projects, including landscaping of pedestrian buffer strips, storm drainage areas,
- Gateway entry statements to communities and institutions,
- Pump station and other public utility buildings,
- Parking lots,
- Miscellaneous items, such as project scope descriptions, concept designs, “green” infrastructure concepts, site layouts, cost estimates, coordination efforts.

2. A staffing plan listing:

- a) personnel who will be responsible for carrying out the work.

- b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (not including City staff) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
 4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
 5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

| | |
|--|-----|
| Qualifications of key personnel | 33% |
| Expertise and approach to various tasks described in Scope of Services | 33% |
| Past performance/references relevant to areas itemized above on similar projects | 34% |

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm 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 Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

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

6.4 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm 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 Firm.

6.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

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

6.6 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.7 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.8 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

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

- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. GRANT REQUIREMENTS

7.1 FEDERAL FUNDING

This project may be funded by federal grant monies (generally non-FHWA federal sources). Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work. Part 7 “GRANT REQUIREMENTS” and Attachment “A” titled “Federal Grant Funded Guidelines” may be required if federal grant funding is used.

7.2 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm’s services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment “A” titled “Federal Grant Funded Guidelines” incorporated herein by reference.

7.3 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or

Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

7.4 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

7.5 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

7.6 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at dbuller@spokanecity.org or by calling 625-6700.

7.7 FEDERAL FUNDING NONDISCRIMINATION

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award..

8. RFQ ATTACHMENTS

Attached to this RFQ and incorporated herein by reference are the following background documents:

1. Attachment “A” titled “Federal Grant Funded Guidelines”

ATTACHMENT A

FEDERAL GRANT FUNDED GUIDELINES

It is the Contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. Federal regulations are contained in the Code of Federal Regulations. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor's responsibility to comply with all laws.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794). The Applicant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation

(including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a Proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Noise Control, Chapter 70.107 RCW. The Applicant shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

Resource Conservation and Recovery Act. Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

Use of Recycled Paper: All reports prepared by the Contractor for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

Workplace Listing: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Salary Rate: Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.



City of Spokane, WA

Statement of Qualifications for: RFQ: LANDSCAPE ARCHITECT SERVICES FOR 2022-2023 NON FEDERAL AID PROJECTS

December 1, 2021

Michael Terrell ■ Landscape Architecture, PLLC

1421 N. Meadowwood Lane, Suite 150

Liberty Lake, WA 99019

(509) 922-7449

www.mt-la.com



Letter of Submittal

December 1, 2021

MT ■ LA

Contact: Michael D. Terrell
1421 N. Meadowwood Lane
Suite 150

Liberty Lake, WA 99016
T: 509 922-7449
www.mt-la.com

City of Spokane
4th Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3316
ATTN: Mr. Dan Buller, PE

RE: RFQ LANDSCAPE ARCHITECTURE SERVICES FOR 2022-2023 NON FEDERAL AID PROJECTS

Michael Terrell ■ Landscape Architecture, PLLC (MT ■ LA) is pleased to provide the City of Spokane with this Letter of Submittal and Statement of Qualifications. MT ■ LA is an award winning landscape architecture firm that has been fortunate to have provided landscape architectural consulting services to the City of Spokane and numerous other cities. Our projects with the City of Spokane include:

- Sprague Sherman Plaza and South Landing
- Cochran Downriver Stormwater Master Planning, Public Process Facilitation
- CSO 24 Plaza Design
- Olmsted Brothers Green
- Glover Field - Huntington Park trail connection
- Veteran's Court Park and Centennial Trail Connection
- South Gorge Trail Interpretive Planning process
- Southeast Sports Complex Neighborhood Park, Trail and Street Improvements
- Dutch Jake's Park
- Red Band Plaza and Art Installation

Our firm is uniquely qualified to continue to provide a wide range of services to the City of Spokane. Our ongoing work with Spokane and a number of other cities includes projects ranging from streetscapes, parks and trails to major event spaces demonstrates our ability to design projects that are tailored for the needs of a community's citizens. We are excited about the potential to work with the City of Spokane on trail planning, signage, stormwater facilities, streetscapes, placemaking, open space, and community gathering areas. Our experience can assist the city continue to develop premier community facilities that create opportunities to play, exercise, and gather.

1. Company Information and Acknowledgements:

Company Name: Michael Terrell Landscape Architecture, PLLC
Certified Washington Veteran's Owned Business
Address: 1421 North Meadowwood Lane, Suite 150
Liberty Lake, WA 99019
Phone: (509) 922-7449 | Email: mterrell@mt-la.com
Company Staff: Michael Terrell, PLA | Principal
Licensed in Washington, Oregon and Idaho
Jeff Stiltz, PLA, CPSI | Project Manager
Staci Heathman, Landscape Designer

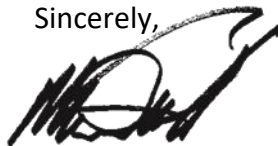
2. Legal Status: Professional Limited Liability Company (PLLC)
3. Services to be provided from our Liberty Lake, WA office.



4. Not Applicable
5. MT ■ LA will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed to by the City.
6. MT ■ LA certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

We are a local firm with regional experience. All projects listed were completed by our staff in Liberty Lake. We look forward to discussing our qualifications and capabilities with you in more detail.

Sincerely,



Michael D. Terrell, PLA, Principal
E: mterrell@mt-la.com
D: 509 474-1915



QUALIFICATION STATEMENT

Michael Terrell ■ Landscape Architecture, PLLC has been providing landscape architectural services for over nineteen years. Our significant experience is the result of a commitment to listen to our clients and solve complex problems with innovation and creativity. We have extensive experience in all types of projects from conceptual design through construction administration.

Our Experience Includes:

- Street projects including streetscapes, stormwater and street trees. (Southeast Sports Complex and over 1,000 trees in Kendall Yards)
- Gateway entry Statements to communities and institutions. (City of Spokane Valley West Gateway, Harvard Road Roundabout, Liberty Lake)
- Pump Station and other public utility buildings. (Avista substation, Kendall Yards, CSO 24 / West End Plaza.)
- Parking Lots (Kendall Yards Parking Lot Landscaping, NE Middle School Parking Lots, Glover Middle School Parking Lot, SCC Parking Lots)
- Trail planning with interpretation, signage and art (Liberty Lake Trail, Centennial Trail in Kendall Yards)
- Landscape Architecture
- Street projects, including landscaping of pedestrian buffer strips and storm drainage facilities
- Gateway entry statements, signage and roundabouts
- Stormwater | Green Infrastructure. (Olmsted Brothers Green)
- Public Process Facilitation
- Permitting including shorelines and construction permits

Landscape Architecture. Landscape, irrigation and site design for public, private and corporate projects has long been a cornerstone of MT ■ LA's consulting work. Projects like Olmsted Brothers Green, Dressler Hall Sport Courts Reconstruction at Eastern Washington University and The Nest, a Mayors Urban Design Award winner, exemplifies our attention to detail and commitment to quality.

Trails. Trails linking key community elements like schools, parks and shopping create the pedestrian backbone of a walkable community. We have extensive trail planning and design experience including: Mica Peak Trail Master Plan, the Centennial Trail extension in Spokane, Stateline Trail in Liberty Lake and the Appleway Trail in Spokane Valley. In addition, we completed an interpretive plan for the South Gorge Trail for the City of Spokane. During development of the Cochran Downriver Master Plan, we proposed a trail along Downriver Drive that will reduce conflicts between cars, bicycles and pedestrians.

Street Projects.

Streetscapes often act as the key unifying element, setting the tone and character for a district or neighborhood. MT ■ LA has designed numerous streetscapes that create a unique



Perry Street Improvements (2001)



Kendall Yards Streetscape | (2014)



CSO 24 Plaza | (2013)



Spokane Valley Gateway | Spokane Valley (2013)



sense of place. Our projects integrate art and sustainable design with engineering requirements to provide a pedestrian friendly environment that speaks to the character of the location. Some examples of our past streetscape design work include:

- Harvest Parkway Roundabout, Liberty Lake
- Mission Roundabout and City Gateway, Liberty Lake
- Perry Street Revitalization, Spokane
- Summit Parkway and Kendall Yards Streetscape Design, Spokane
- Duportail Roundabouts and Art Installation, Richland
- Holl Boulevard and Roundabout, Liberty Lake
- WSDOT | Harvard Road Roundabout Design and Gateway, Liberty Lake, WA
- Indiana and Holl Boulevard Roundabout, Liberty Lake
- “The Bear” Hanley Roundabout, Coeur d’Alene, ID



Olmsted Brothers Green | Spokane (2013)



Avista Cedar Street Substation | Spokane (2015)



Southeast Sports Complex | Spokane (2019)



Centennial Trail | Spokane (2013)

Gateway Entry Statements and Roundabouts

- City of Spokane Valley West Gateway
- Mission Roundabout and City Gateway, Liberty Lake
- Duportail Roundabouts and Art Installation, Richland
- Holl Boulevard and Roundabout, Liberty Lake
- WSDOT | Harvard Road Roundabout Design and Gateway, Liberty Lake, WA
- Indiana and Holl Boulevard Roundabout, Liberty Lake
- “The Bear” Hanley Roundabout, Coeur d’Alene, ID
- Meadowood Technology Campus Signage and Entry, Liberty Lake, WA

Stormwater | Green Infrastructure.

Green infrastructure is more than managing stormwater. It is the seamless, multi-use integration of stormwater and sustainable maintenance into the built environment. The results include river protection, open play areas, economic development and reuse water for irrigation. We have worked closely with staff members at the City of Spokane, Spokane County and Liberty Lake over the years to develop innovative solutions to stormwater management. Mike Terrell provided the landscape and irrigation design for the stormwater to irrigation reuse pumping system at Adirondack Lodge on Regal Street. MT ■ LA was responsible for the design of Olmsted Brothers Green that receives thousands of gallons of pumped stormwater that is diverted from the Spokane River. Other projects include:

CSO 24 Plaza, Spokane, WA

Cochran Downriver Master Plan, Spokane, WA

Half Moon Park, Liberty Lake, WA

EWU Water Reuse Master Plan and Phase I Reuse Irrigation Plan, Cheney, WA

Pump stations, CSO tanks and other public utility buildings

We have provided design for a number of public buildings and facilities. Our work includes landscape architecture for police stations in Pasco and Richland, utility pump stations, stormwater facilities and utility substations. We have experience working with the City of Spokane’s Design Review



Board and Urban Forestry staff to ensure that the final design meets all city requirements.

Parking lots

The design of landscape for parking lots is an every increasing challenge. Requirements for stormwater, parking lot lighting, surveillance cameras and landscape create challenges to meet city requirements while ensuring that parking spaces are maximized and that year round maintenance is possible. Our projects include small and large facility park lots including high schools, business parks and parking for parks and recreation area.

Parks and Open Space Design

Parks and open space are the key to creating great communities that have a sense of place. Our park master planning and design efforts include: the Southeast Sports Complex Visioning Process, Glover Field Master Plan, Browns Park Master Plan and Peanuts Park in Pasco, WA. Other MT ■ LA master plans have resulted in design for signature parks and recreation facilities like Volunteer Park in Pasco, Howard Amon in Richland, Greenacres Park in Spokane Valley and Pavillion Park in Liberty Lake.

Public Process

Facilitation

MT ■ LA has over 20 years of experience facilitating public processes for neighborhood, city and park projects. Our current work includes master planning for a Sports Complex in Post Falls and a



EWU Palouse Restoration Project | Cheney (2018)



Dutch Jake's Park | Spokane (2018)



Spokane Centennial Trail, Kendall Yards | Spokane (2013)



Adirondack Lodge Stormwater Facility (2007)





Project Experience

Michael Terrell ■ Landscape Architecture, PLLC

CSO 24 Plaza | Spokane, WA

The City of Spokane selected MT ■ LA to provide master planning, public outreach and develop the construction drawings for a new plaza located on top of a combined sewer outflow tank in downtown Spokane. We worked closely the city's engineering design staff to develop master plan concepts that could be constructed on top of the tank, accommodating the mechanical and electrical requirements for the facility. A public process resulted in a multi-use facility that is anticipated to be programmed by the adjacent property owner throughout the year. We worked with the adjacent property owner's architect to refine the design to accommodate enhanced access and outdoor seating. We collaborated with the selected artist to fully integrate the sculptures as gateways into the plaza. A dog park plan was developed and constructed to the north of the site.

Michael Terrell, PLA: Principal in Charge | Meeting facilitation

Staci Heathman, Landscape Designer

Reference: Kyle Twohig, City of Spokane

Phone: (509) 625-6700 | ktwohig@spokanecity.org

Centerplace North Meadow and West Lawn Spokane Valley, WA

The City of Spokane Valley selected MT ■ LA to facilitate a master planning process for the city's major event center to support expanded outdoor events and economic development. The master plan included the development a main plaza with lighting, hardscape, concert facility and open lawn areas for events. We worked closely with City of Spokane Valley staff and maintenance personnel to establish budgets, priorities and development phasing.

Reference: John Bottelli, Parks and Recreation Director, City of Spokane Valley

T: (509) 720-5400 | E: mstone@spokanevalley.org

Downriver Park Master Plan | Cochran Downriver Stormwater Facility Spokane, WA

The City of Spokane selected MT ■ LA to facilitate the master planning process to integrate stormwater facilities into the existing natural areas of Downriver Park. The public outreach included stakeholder meetings with disc golfers, rafters, fishermen, hikers, bikers and neighbors. The master plan includes the development of a four acre stormwater facility in the disc golf area with restoration and reconfiguration of the course in collaboration with local disc golfers. Improvements to the T.J. Meenach Bridge raft put-in included better parking, circulation, restroom facilities and raft launch. The concepts for stormwater included the integration of facilities as amenities into an exiting disc golf course and raft put-in area.

Reference: Marcia Davis, PE, City of Spokane

T: (509) 625-6398 | E: davis@spokanecity.org



CSO 24 Plaza | Spokane (2018)



CenterPlace Plaza | Spokane Valley (2018)



Downriver Park | Spokane (2018)





Project Experience

Michael Terrell ■ Landscape Architecture, PLLC

Dutch Jake's Park | Spokane, WA

The City of Spokane and the Trust for Public Land entered into an agreement to collaborate on the renovation of Spokane's first pocket park. MT ■ LA was selected to collaborate with TPL for public outreach and to develop a master plan and final construction plans for the park. Park elements may include play equipment, swings, multi-use court, splash pad, shelters and gathering areas for neighborhood events.

Staff Responsibilities:

Michael Terrell, PLA: Principal in Charge | Meeting facilitation

Jeff Stiltz, PLA: Project Manager

Staci Heathman, Landscape Designer

Reference: Garrett Jones, PLA, City of Spokane

T: (509) 363-5462 | E: gjoness@spokanecity.org



Dutch Jake's Park | Spokane (2018)

Olmsted Brothers Green | Spokane, WA

In 2012, Greenstone, the City of Spokane, and the Washington State Department of Ecology entered into an agreement to collaborate on the development of a stormwater management system to stop discharge into the Spokane River. This system diverts stormwater in the Monroe Street corridor, north of the Spokane River, and some eastern portions of Kendall Yards, from discharging into the Spokane River. MT ■ LA was selected to develop the design for Olmsted Brothers Green park, which acts as the treatment area for this stormwater runoff.



Olmsted Brothers Green



Olmsted Brothers Green | Spokane (2012)

A force main pumps water to the park during major storm events to be treated in the park's rain gardens and swales. As part of a Department of Ecology grant, interpretive signage provides visitors with an opportunity to learn about protecting the Spokane River, rain gardens and porous paving options. The park also includes a children's playground and picnic pavilion for community gatherings.

Staff Responsibilities:

Michael Terrell, PLA: Principal in Charge | Meeting facilitation

Reference: Kevin Schneidmiller, Greenstone Corporation

T: (509) 458-5860 | E: kschneidmiller@greenstonehomes.com

Tullamore Sports Complex | Post Falls, Idaho

MT ■ LA is leading a multi-disciplinary team of engineers and architects in the development of the Tullamore Sports Complex for the City of Post Falls. The team designed and oversaw the mass grading for the site, completed fall of 2021. Design of the first phase will include three baseball fields, four soccer fields, parking lots, utility infrastructure, half street improvements and park buildings is planned for early in 2023. The anticipated construction budget for Phase I is \$6.5 million.

Staff Responsibilities:

Michael Terrell, PLA: Principal in Charge | Meeting facilitation

Jeff Stiltz, PLA: Project Manager

Staci Heathman, Landscape Designer

Reference: Robert Quinn, PLA, City of Post Falls Parks Planner

T: (208) 457-3320 | E: rquinn@postfallsidaho.org



Tullamore Sports Complex | Post Falls (2020-2021)





2. Staffing Plan

3. References

4. List of Contracts

5. Statement Regarding Contracts

2. Staffing Plan

MT ■ LA is small, efficient company with an exceptionally talented and experienced staff. Our recent projects have ranged from local middle schools (Glover Middle School and Yasuhara Middle School) to master planning and design of sports complexes (Post Falls Tullamore Sports Complex, \$6.5 million estimated first phase).

Mike Terrell, PLA will be the principal in charge for this project. Mike is a licensed landscape architect with over 33 years of experience. He has extensive personal experience working with the City of Spokane and Spokane's Trail Systems. His role will include:

- Principal Landscape Architect
- Public outreach
- Plan and specification review/quality control.
- Primary point of contact for City of Spokane staff

Jeff Stiltz, PLA will be the project landscape architect and project manager. He has extensive experience managing projects of all sizes including sports complexes, parks and school projects. Jeff has worked in private practice and as a landscape designer for a parks department. He has over six years of experience in master planning, design and construction of all types of projects. His role will include:

- Project management
- Graphic development for public outreach
- Overall project design
- Construction Cost Estimating

Staci Heathman will be the project landscape designer. Staci has over four years of experience in preparing landscape construction, irrigation and planting plans. Staci developed the construction documents for the CSO24 Plaza, Dutch Jake's Park and the Redband Sculpture Plaza in Peaceful Valley. Staci's role will include:

- Preparation of master plan and public outreach graphics
- Development of construction documents for construction, planting and irrigation

We are available to meet whatever commitment is necessary to support the variety of projects the City of Spokane is anticipating. We have recently bid several large projects and have significant design availability for the duration of the project schedule.

3. References

Parks, Trails and Art Installations for City of Spokane Valley
Specific projects include:

- CenterPlace Regional Events Center West Lawn Plaza and Improvements
- Browns Park, Phase I-V Improvements, including trail design, landscape and irrigation.

Reference:

John Bottelli, Parks Director, City of Spokane Valley
2426 N. Discovery Place | Spokane Valley, WA 99216
T: (509) 720-5400 | E: mstone@spokanevalley.org

Streetscape, Parks, Open Space and Trail Design for Greenstone Projects including: Kendall Yards, River District, Montrose and Coeur d'Alene Place

Specific projects include:

- Centennial Trail connections from Liberty Lake's trail system.
- Kendall Yards Centennial Trail Extension
- Liberty Lake streetscape and roundabout design

Reference:

Kevin Schneidmiller, Greenstone Corporation
1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019
T: (509) 458-5860 | E: kschneidmiller@greenstonehomes.com

Streetscape, Roundabouts, Park and Recreation Plan

Specific projects include:

- Richland Parks and Recreation Plan and Public Outreach.
- Duportail Roundabouts.

Reference:

Joe Schiessl, Parks and Public Facilities Director, City of Richland
955 Northgate Drive, Richland, WA 99352
T: (509) 942-7454 | E: JSchiessl@ci.richland.wa.us

4. List of Contracts:

City of Spokane Valley

- Browns Park: Contract No. 19-035.00
- CenterPlace West Lawn: Contract No. 19-114.00

City of Spokane

- Dutch Jake's Park: OPR 2017-0799
- Southeast Sports Complex: OPR 2018-0484

City of Post Falls, Idaho

- Tullamore Sports Complex: 19-047
Master Plan and Mass Grading
Robert Quinn, rquinn@postfallsidaho.org
T | (208) 457-3320

5. We have not had a contract terminated for default in the last five years.



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

01/10/2022

Date Rec'd

12/20/2021

Clerk's File #

OPR 2022-0016

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #

ORD C36165

Contact Name/Phone

MAREN 625-6737

Project #**Contact E-Mail**

MMURPHY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - GRANT FUNDING FOR TRANSIT-ORIENTED DEVELOPMENT

Agenda Wording

Acceptance of grant funds in the amount of \$250,000. and contract for planning between the City of Spokane and WA Commerce for Transit-Oriented Development Implementation Grant (TODI)

Summary (Background)

The City has been awarded the Transit-Oriented Development Implementation (TODI) grant by the WA Commerce to facilitate transit-oriented development that leverages investments in STA's The City Line, Spokane's first bus rapid transit route, planning for high-density residential development in the University District.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 250,000

1360-94175-99999-33442

Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

Study Session\Other

PIES Committee –

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Lori Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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GRANTS,

BROWN, SKYLER

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smacdonald@spokanecity.org

pingiosi@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The proposed action will study environmental impacts and review land use, zoning, and development standards in a portion of the University District to study increasing residential capacity near transit.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

| | |
|---|---|
| Division & Department: | Community and Economic Development, Planning Services |
| Subject: | Council Acceptance of Transit-Oriented Development Implementation (TODI) Grant for \$250,000 from WA Dept of Commerce |
| Date: | November 22, 2021 |
| Author (email & phone): | Maren Murphy, mmurphy@spokanecity.org |
| City Council Sponsor: | Council Member Kinnear |
| Executive Sponsor: | Mayor Nadine Woodward |
| Committee(s) Impacted: | Urban Experience & Public Infrastructure, Environment and Sustainability |
| 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) | <ul style="list-style-type: none"> • Comprehensive Plan, Chapter 3 Land Use, Chapter 4 Transportation, Chapter 6 Housing • Housing Action Plan |
| Strategic Initiative: | Increase housing quality and diversity, develop Spokane's transportation advantages |
| Deadline: | The final due date for deliverables must be no later than June 15, 2023. |
| Outcome: (deliverables, delivery duties, milestones to meet) | The TODI grant funds will be used to develop a subarea plan and conduct environmental analyses that facilitates TOD and high-density residential development along three City Line stations through the University District and adjacent to the Hamilton Street Corridor (see proposed study area on page 2). |
| Background/History: The City of Spokane has been awarded \$250,000 in grant funds from the Transit-Oriented Development and Implementation (TODI) grant program through the WA Dept. of Commerce. The 2021 Legislature created this grant program to facilitate transit-oriented development and leverage investment in public transportation services, plan for increased housing development within transit-rich areas, and conduct pre-development environmental review to streamline construction. | |
| Grant Overview: <ul style="list-style-type: none"> • Eligible activities for the TODI grant include preparation of state environmental policy act (SEPA) environmental impact statements, planned action ordinances, subarea plans, costs associated with the use of other tools under SEPA, and costs of local code adoption and implementation of such efforts. • The City will develop a subarea plan and conduct a planned action EIS. Grant awards may only fund efforts that address environmental impacts and consequences, alternatives and mitigation measures in sufficient detail to allow the analysis to be adopted in whole or in part by applicants for development permits within the geographic area analyzed in the plan. • The City will hire a consultant to help develop the deliverables and conduct the environmental analyses, but project management and public engagement will require staff time. • The process will include early and continuous community engagement with property owners, agency partners, key institutional and organizational stakeholders, businesses, and residents. | |
| 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.) <i>Grants funds from WA Commerce, no match required. Staff time will be required.</i> | |
| 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: | |

Study Area
TODi Grant Application
Sept 24, 2021

Legend:

- City Line Stops
- Study Nodes
- City Line HPT
- Other Bus Stops
- Other Transit Routes
- Centennial Trail
- Other Trails
- University District
- Mission Park

Map Labels:

Streets: Augusta Ave, Mission Ave, Sharp Ave, Desmet Ave, Cataldo Ave, Springfield Ave, Front Ave, Lidenwood St, Addison St, Standard St, Dakota St, Cochran St, Hamilton St, Columbus St, Morton St, Perry St, South Riverfront Ave, Sinto Ave, Helena St, Hogan St, Pearl St, Boone Ave, Desmet Ave, Sharp Ave, Boone Ave, Hamilton St, Boone Ave, Columbus St, Superior St, Iron Ct, Front Ave.

Parks and Campuses: MISSION PARK, UNIVERSITY DISTRICT UDDA/UDDRA, GONZAGA CAMPUS, EWU / WSU CAMPUSES.

Stations and Nodes: Columbus Street Station, Desmet Street Station, Athletic Center Station.



Interagency Agreement with

City of Spokane

through

Growth Management Services

For

Transit-Oriented Development Implementation (TODI) Grant

Start date:

Date of Execution

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Special Terms and Conditions

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-96721-010

Washington State Department of Commerce
Local Government Division
Growth Management Services
Transit-Oriented Development Implementation (TODI) Grant

| | | | |
|---|--|--|--|
| 1. Contractor City of Spokane 1808 W Spokane Falls Blvd Spokane, WA 99201 | | 2. Contractor Doing Business As (optional) N/A | |
| 3. Contractor Representative Maren Murphy Assistant Planner II Phone: 509.625.6737 mmurphy@spokanecity.org | | 4. COMMERCE Representative Benjamin Serr Easter Regional Manager 509.724.1699 benjamin.serr@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525 | |
| 5. Contract Amount \$250,000 | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date Date of Execution | 8. End Date 6/30/2025 contingent on reappropriation, 6/30/23 if not reappropriated |
| 9. Federal Funds (as applicable) NA | Federal Agency: NA | CFDA Number NA | |
| 10. Tax ID # NA | 11. SWV # SWV0003387 | 12. UBI # 328-013-877 | 13. DUNS # NA |
| 14. Contract Purpose Transit-oriented development grant to facilitate transit-oriented development that leverages investments in The City Line with high-density residential development. | | | |
| 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 and Attachment "B" – Budget. | | | |
| FOR CONTRACTOR _____ Nadine Woodward, Mayor City of Spokane _____ Date | | FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE. | |

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

1. AUTHORITY

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

2. 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.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed two hundred fifty thousand dollars (\$250,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. 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 not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-96721-010.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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.

The grantees must invoice for all expenses by June 17, 2023. The parties understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

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

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

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

5. 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.

6. 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.

7. 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
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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
INTERAGENCY AGREEMENT
STATE FUNDS**

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 or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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
INTERAGENCY AGREEMENT
STATE FUNDS**

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.

Scope of Work

Commerce will be monitoring the contracts twice a year to review progress in meeting milestones, deliverables and invoicing.

| Grant Objective 1: Create a University District TOD Subarea Plan along The City Line and adjacent to the Hamilton Street Corridor to support the growth of the area and leverage investment in transit and civic infrastructure. | | | |
|--|---|----------------|-------------------|
| Steps and Deliverables | Description | Start | End |
| Action 1 | Engagement, Existing Conditions, Visioning, and Draft Subarea Plan | Q1 2022 | Q3 2022 |
| Step 1.1 | Solicit RFP for consultant(s) and finalize selection | Q4 2021 | Q1 2022 |
| Step 1.2 | Define project intent and scope, and form interdisciplinary project team | Q1 2022 | Q1 2022 |
| Step 1.3 | Draft community engagement plan | Q1 2022 | Q1 2022 |
| Step 1.4 | Early and continuous community outreach | Q1 2022 | Q4 2022 |
| Deliverable 1a | Community Engagement Plan | | March 31, 2022 |
| Step 1.5 | Assess existing conditions and conduct market analysis for high density development | Q1 2022 | Q2 2022 |
| Step 1.6 | Develop and refine project vision | Q2 2022 | Q2 2022 |
| Deliverable 1b | Existing Conditions Draft Report | | June 30, 2022 |
| Step 1.7 | Identify development alternatives for environmental analysis that reviews existing and planned capital facilities improvements. | Q2 2022 | Q3 2022 |
| Step 1.8 | Expand on Housing Action Plan displacement analysis and develop anti-displacement and affordability measures | Q2 2022 | Q3 2022 |
| Step 1.9 | Develop draft subarea plan | Q2 2022 | Q3 2022 |
| Deliverable 1c | Draft University District TOD Subarea Plan with Anti-Displacement and Affordability Strategies | | December 31, 2022 |
| Action 2 | Refine and adopt Subarea Plan in coordination with Final EIS (Grant Objective 2) | Q1 2023 | Q2 2023 |
| Step 2.1 | Refine preferred alternative from SEPA planned action (Grant Objective 2) | Q1 2023 | Q1 2023 |
| Step 2.2 | Prepare implementation strategy and schedule of actions | Q1 2023 | Q1 2023 |
| Step 2.3 | Final draft subarea plan available for review by staff and public | Q2 2023 | Q2 2023 |

| | | | |
|---|--|----------------|-------------------|
| Deliverable 2 | Adopted University District TOD Subarea Plan | | June 15, 2023 |
| Grant Objective 2: Prepare a SEPA planned action for the University District TOD Subarea Plan to encourage and expedite development around the stations and leverage the investment in transit and civic infrastructure. | | | |
| Action 3 | Perform alternative analysis and Draft EIS | Q1 2022 | Q1 2023 |
| Step 3.1 | Determination of Significance/Scoping Notice | Q1 2022 | Q1 2022 |
| Step 3.2 | Assess existing conditions in coordination with subarea plan | Q1 2022 | Q3 2022 |
| Step 3.3 | Develop technical reports (transportation, stormwater, utilities, etc.) | Q3 2022 | Q3 2022 |
| Deliverable 3a | Summary of Technical Reports and SEPA Checklist | | December 31, 2022 |
| Step 3.4 | Assess environmental impacts of alternatives for high density development | Q3 2022 | Q4 2022 |
| Step 3.5 | Prepare Draft EIS and solicit public comments | Q4 2022 | Q1 2023 |
| Deliverable 3b | Draft EIS | | March 31, 2023 |
| Action 4 | Select preferred alternative and adopt planned action EIS and ordinance | Q1 2023 | Q2 2023 |
| Step 4.1 | Prepare Final EIS in conjunction with preferred alternative | Q1 2023 | Q1 2023 |
| Step 4.2 | Prepare Planned Action Ordinance | Q2 2023 | Q2 2023 |
| Step 4.3 | Public hearings with Plan Commission | Q2 2023 | Q2 2023 |
| Deliverable 4 | Ordinance adopting Planned Action EIS | | June 15, 2023 |

Budget

| | |
|---|-----------------------|
| Grant Objective 1: Create a University District TOD Subarea Plan | Commerce Funds |
| Action 1: Engagement, Existing Conditions, Visioning, and Draft Subarea Plan | \$80,000 |
| Deliverable 1a. Community Engagement Plan | \$10,000 |
| Deliverable 1b. Existing Conditions Report | \$25,000 |
| Deliverable 1c. Draft University District TOD Subarea Plan with Anti-Displacement and Affordability Strategies | \$45,000 |
| Action 2: Refine and adopt Subarea Plan | \$20,000 |
| Deliverable 2. Adopted University District TOD Subarea Plan | \$20,000 |
| Grant Objective 2: Prepare a SEPA planned action | Commerce Funds |
| Action 3: Perform alternative analysis and Draft EIS | \$120,000 |
| Deliverable 3a. Summary of Technical Reports and SEPA Checklist | \$50,000 |
| Deliverable 3b. Draft EIS | \$70,000 |
| Action 4: Select preferred alternative and adopt planned action EIS and ordinance | \$30,000 |
| Deliverable 4. Ordinance adopting Planned Action EIS | \$30,000 |
| Grant Total: | \$250,000 |

NOTE: The final Deliverable(s) for this grant represents twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).

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

01/10/2022

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 12/20/2021 |
| <u>Clerk's File #</u> | OPR 2022-0017 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | ORD C36165 |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|----------------------------------|--|
| <u>Submitting Dept</u> | PLANNING & ECONOMIC DEVELOPMENT |
| <u>Contact Name/Phone</u> | AMANDA BECK 625-6414 |
| <u>Contact E-Mail</u> | ABECK@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Contract Item |
| <u>Agenda Item Name</u> | 0650 - COMMERCE HOUSING ACTION PLAN IMPLEMENTATION GRANT |

Agenda Wording

Contract between the City of Spokane and the WA Department of Commerce Housing Action Plan Implementation grant.

Summary (Background)

The City has been awarded a grant by WA Commerce to implement strategies from the Housing Action Plan. The grant funds support planning activities that encourage construction of additional affordable and market rate housing in a greater variety of housing types, in conformance with RCW 36.70A.600.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

| | | | |
|---------|------------|------------------------------|--------------------------|
| Revenue | \$ 100,000 | <u>Budget Account</u> | # 1360-94175-99999-33442 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

Dept Head MEULER, LOUIS

Division Director MACDONALD, STEVEN

Finance ORLOB, KIMBERLY

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing lmeuler@spokanecity.org

GRANTS, CONTRACTS & PURCHASING smacdonald@spokanecity.org

Council Notifications

Study Session\Other PIES Committee on 9/27/2021 and 11/22/2021

Council Sponsor CM Lori Kinnear

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| | | mmurphy@spokanecity.org |

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

| | |
|------------------------------------|--|
| Division & Department: | Community and Economic Development — Planning Services |
| Subject: | WA Commerce Housing Action Plan and Implementation (HAPI) Grant Acceptance for \$100,000 to implement the Housing Action Plan |
| Date: | November 10, 2021 |
| Author (email & phone): | Amanda Beck; abeck@spokanecity.org ; x6414 |
| City Council Sponsor: | CM Kinnear |
| Executive Sponsor: | |
| Committee(s) Impacted: | PIES, Urban Experience |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: | RCW 36.70A.600, Shaping Spokane Comprehensive Plan Chapter 6 and 3, Spokane Housing Action Plan. |
| Strategic Initiative: | Urban Experience - Housing. |
| Deadline: | November 30, 2021 |
| Outcome: | Execute HAPI Grant contract with Commerce by December 31, 2021. All grant funds must be spent and deliverables completed by June 15, 2023. |

Background and History:

Commerce HAPI Grant funds aim to encourage planning for and construction of additional affordable and market rate housing in a greater variety of housing types at prices that are accessible to a variety of incomes. Grant scope of work and deliverables must focus on implementation of strategies in adopted HAPs. The City's proposed scope of work focuses on implementing the following HAP strategies, which have been selected because they are compliant with current Comprehensive Plan guidance:

- A1 - Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighborhoods;
- A3 - Continue to streamline and simplify changes to the City's permit process, as necessary; and
- A5 - Revise Accessory Dwelling Unit standards to allow for additional flexibility.

The proposed scope of work includes code amendments to increase regulatory flexibility for accessory dwelling units (ADUs), increasing the number of attached units permitted in Residential Single-Family (RSF) & RSF-Compact zones without the requirement of a planned unit development (PUD) process, and increasing the SEPA categorical exemption flexible thresholds for minor new construction as they are permitted by [197-11-800 WAC](#).

Executive Summary:

To implement the strategies of the Housing Action Plan, the City will be enacting several code amendments aimed at expanding allowed housing types within the current Comprehensive Plan densities.

Budget Impact:

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

Annual/Reoccurring expenditure? Yes ☒ No ☐

Other budget impacts:

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



Interagency Agreement with

City of Spokane

through

Growth Management Services

For

Housing Action Plan Implementation (HAPI) Grant
to Implement an Existing Housing Action Plan

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-63314-023

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Housing Action Plan Implementation (HAPI) Grant**

| | | | |
|---|--------------------------------|--|-------------------------|
| 1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201 | | 2. Contractor Doing Business As (optional) N/A | |
| 3. Contractor Representative Tirrell Black Principal Planner 509.625.6185 tblack@spokanecity.org | | 4. COMMERCE Representative Benjamin Serr Eastern WA Regional Manager 509.724.1699 benjamin.serr@commerce.wa.gov | |
| 5. Contract Amount \$100,000 | | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | |
| 7. Start Date Date of Execution | | 8. End Date June 30, 2023 | |
| 9. Federal Funds (as applicable) NA | | Federal Agency: NA | |
| CFDA Number NA | | | |
| 10. Tax ID # NA | 11. SWV # SWV0003387 | 12. UBI # 328-013-877 | 13. DUNS # NA |
| 14. Contract Purpose Implementation of RCW 36.70A.600 grant funding to address housing affordability through implementation of selected strategies from the city's adopted housing action plan. | | | |
| 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 and Attachment "B" – Budget. | | | |
| FOR CONTRACTOR _____ Nadine Woodward, Mayor City of Spokane _____ Date | | FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE. | |

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

1. AUTHORITY

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

2. 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.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed one hundred thousand dollars (\$100,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. 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 not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-63314-023.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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.

The grantees must invoice for all expenses by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

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.

5. 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.

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

6. 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.

7. 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
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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
INTERAGENCY AGREEMENT
STATE FUNDS**

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 or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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
INTERAGENCY AGREEMENT
STATE FUNDS**

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.

Scope of Work

Further work associated with an adopted housing action plan to *encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes (RCW 36.70A.600(2))*. In doing this work, *cities are encouraged to prioritize the creation of affordable, inclusive neighborhoods and to consider the risk of residential displacement, particularly in neighborhoods with communities at high risk of displacement (RCW 36.70A.600(9))*. This work includes the following strategies from the adopted Spokane Housing Action Plan:

* * *

Strategy A1: Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighborhoods.

Strategy A3: Continue to streamline and simplify changes to the City's permit process, as necessary.

Strategy A5: Revise Accessory Dwelling Unit standards to allow for additional flexibility.

* * *

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

| Objective 1: Modify development regulations to increase the outright allowed number of attached units on individual lots in residential zoning districts. | | | |
|---|--|----------------|----------------|
| Steps/ Deliverables | Description | Start Date | End Date |
| Action A | Perform existing conditions analysis and initial alternatives to increase the attached units allowed outright. | Q4 2021 | Q4 2022 |
| Step 1.1 | Prepare public participation plan to provide for participation and input from community members, public agencies, neighborhood councils, the local development community, realtors, nonprofit housing advocates, and local religious groups. | | Q4 2021 |
| Step 1.2 | Review existing development regulations and comprehensive plan policies to evaluate opportunities for a mix of housing types, including an increase in the allowed number of attached units on individual lots without the requirement of a planned unit development process. Determine which changes can be made within the existing comprehensive plan policy framework and which would require future policy changes. | | Q1 2022 |
| Step 1.3 | Conduct community outreach with neighborhood councils, development community, and interest groups to engage and receive feedback on regulatory changes. <u>Note:</u> This step is an ongoing process until City Council's final adoption of proposed code amendments. | | Q4 2022 |
| Step 1.4 | Conduct workshop with Plan Commission, and study session with City Council, on public input and feasibility of changes for | | Q2 2022 |

| | | | |
|--|--|----------------|----------------------|
| | housing types, including an increase in the allowed number of attached units on individual lots. | | |
| Deliverable 1 | a. Existing Code Analysis and Initial Alternatives; b. Public Participation Plan. | | Jun 30, 2022 |
| Action B | Develop ordinance to amend the Spokane Municipal Code to increase mix of housing types, specifically attached housing. | Q3 2022 | Q4 2022 |
| Step 2.1 | Develop draft ordinance and staff report. | | Q3 2022 |
| Step 2.2 | Conduct open house to inform public of proposed changes and possible future built environment changes. | | Q3 2022 |
| Step 2.3 | SEPA Checklist, prepare notices, distribute information. | | Q4 2022 |
| Step 2.4 | Public hearing of the Plan Commission. | | Q4 2022 |
| Deliverable 2 | Final draft ordinance to increase the outright allowed number of attached units on individual lots. | | Nov 30, 2022 |
| Step 2.5 | Public hearing of the City Council. | | Q4 2022 |
| Deliverable 3 | Final ordinance adopted by City Council | | June 15, 2023 |
| Objective 2: Revise Accessory Dwelling Unit standards in chapter 17C.300 SMC to allow for additional flexibility and expand the zones that permit ADUs. | | | |
| Action C | Perform existing conditions analysis and initial alternatives for ADU revisions. | Q4 2021 | Q3 2022 |
| Step 1.1 | Prepare public participation plan. Conduct community outreach with neighborhood councils, development community, and HAP interest groups to engage and receive feedback on regulatory changes. | | Q4 2021 |
| Step 1.2 | Review existing development regulations for opportunities to add flexibility to regulations. Gather best practices data, analyze, and review to understand the realistic potential of various changes to ADU regulations. | | Q1 2022 |
| Step 1.3 | Conduct financial feasibility analysis of potential new ADU regulations. Additionally, review opportunities for City-approved ADU building plans to streamline the permitting process. | | Q2 2022 |
| Step 1.4 | Conduct community outreach with neighborhood councils, development community, and interest groups to engage and receive feedback on regulatory changes. <u>Note:</u> This step is an ongoing process until City Council's final adoption of proposed code amendments. | | Q3 2022 |
| Step 1.5 | Conduct workshop with Plan Commission, and study session with City Council, on public input and feasibility of increased ADU flexibility. | | Q3 2022 |

| | | | |
|--|--|----------------|-----------------------|
| Deliverable 4 | a. Existing Code Analysis for ADUs and Initial Alternatives; b. Public Participation Plan. | | Jul 31, 2022 |
| Action D | Finalize and adopt ordinance to revise ADU regulations in Chapter 17C.300 SMC. | Q3 2022 | Q2 2023 |
| Step 2.1 | Develop draft ordinance and staff report. | | Q3 2022 |
| Step 2.2 | Conduct open house to inform public of proposed changes, with supporting development scenario sketches. | | Q4 2022 |
| Step 2.3 | SEPA Checklist, prepare notices, distribute information. | | Q4 2022 |
| Step 2.4 | Public hearing of the Plan Commission. | | Q4 2022 |
| Deliverable 5 | Final draft ordinance to revise ADU standards in Chapter 17C.300 SMC to allow for additional flexibility and expand permitted zoning districts. | | March 30, 2023 |
| Step 2.5 | Public hearing of the City Council. | | Q4 2022 |
| Deliverable 6 | Final ordinance adopted by City Council | | June 15, 2023 |
| Objective 3: Raise SEPA exemption levels for minor new construction to increase predictability for development and reduce permit timelines and costs. | | | |
| Action E | Perform existing conditions analysis and options for flexible threshold exemption revisions. | Q4 2021 | Q1 2022 |
| Step 1.1 | Review local, state, and federal codes to determine the environmental protections that are currently in effect. | | Q4 2021 |
| Step 1.2 | Review recent SEPA determinations and develop amendments to codes to mitigate impacts outright. | | Q4 2021 |
| Step 1.3 | Determine range of exemptions covered by current codes, what additional regulations would be needed for additional levels of exemption, and draft findings. | | Q1 2022 |
| Deliverable 7 | Existing Conditions Analysis and SEPA Exemption Options. | | Jan 31, 2022 |
| Action F | Finalize and adopt ordinance to raise SEPA exemption levels to encourage residential developments and new construction, and streamline review and permitting. | Q1 2022 | Q3 2022 |
| Step 2.1 | Develop draft ordinance and staff report. | | Q1 2022 |
| Step 2.2 | Conduct open house to inform public of proposed changes, including development scenario sketches. | | Q1 2022 |
| Step 2.3 | SEPA Checklist, prepare notices, distribute information. | | Q2 2022 |
| Step 2.4 | Public hearing of the Plan Commission. | | Q2 2022 |

| | | | |
|----------------------|--|--|----------------------|
| Deliverable 8 | Final draft ordinance to increase SEPA exemption levels to encourage residential developments and new construction, and streamline review and permitting. | | Jun 30, 2022 |
| Step 2.5 | Public hearing of the City Council. | | Q2 2023 |
| Deliverable 9 | Final ordinance adopted by City Council | | June 15, 2023 |

Budget

| Grant Objective 1. Perform existing conditions analysis and initial alternatives to increase the attached units allowed outright. | Commerce Funds |
|--|-----------------------|
| Deliverable 1. Existing Code Analysis and Initial Alternatives; Public Participation Plan | \$22,200 |
| Deliverable 2. Final draft ordinance to increase the outright allowed number of attached units on individual lots. | \$7,400 |
| Deliverable 3. Final ordinance adopted by City Council | \$7,400 |
| Grant Objective 2. Revise Accessory Dwelling Unit standards | |
| Deliverable 4. Existing Code Analysis for ADUs and Initial Alternatives; Public Participation Plan. | \$21,600 |
| Deliverable 5. Final draft ordinance to revise ADU standards in Chapter 17C.300 SMC to allow for additional flexibility and expand permitted zoning districts. | \$7,200 |
| Deliverable 6. Final ADU ordinance adopted by City Council | \$7,200 |
| Grant Objective 3. Raise SEPA exemption levels for minor new construction. | |
| Deliverable 7. Existing Conditions Analysis and SEPA Exemption Options. | \$16,200 |
| Deliverable 8. Final draft ordinance to increase SEPA exemption levels to encourage residential developments and new construction, and streamline review and permitting. | \$5,400 |
| Deliverable 9. Final ordinance adopted by City Council | \$5,400 |
| Total: | \$100,000 |

NOTE: The final Deliverable(s) for this grant represents a minimum of twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).



Agenda Sheet for City Council Meeting of:
01/10/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 1/13/2021 |
| Clerk's File # | CPR 2021-0002 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--------------------------|
| Submitting Dept | ACCOUNTING |
| Contact Name/Phone | DERREK DANIELS 625-6005 |
| Contact E-Mail | DDANIELS@SPOKANECITY.ORG |
| Agenda Item Type | Claim Item |
| Agenda Item Name | 5600-CLAIMS-2021 |

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/24/2021.
Total:\$5,059,621.62 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$4,181,323.36

Summary (Background)

Pages 1-21 Check numbers: 583296- 583382 ACH payment numbers: 97716- 97931 On file for review in City
Clerks Office: 21 Page listing of Claims Note:

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

| | | |
|---------|-----------------|-----------|
| Expense | \$ 4,181,323.36 | # Various |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|------------------------------------|------------------|-------------------------------------|--|
| <u>Approvals</u> | | <u>Council Notifications</u> | |
| <u>Dept Head</u> | MURRAY, MICHELLE | <u>Study Session\Other</u> | |
| <u>Division Director</u> | WALLACE, TONYA | <u>Council Sponsor</u> | |
| <u>Finance</u> | MURRAY, MICHELLE | <u>Distribution List</u> | |
| <u>Legal</u> | PICCOLO, MIKE | | |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | | |
| <u>Additional Approvals</u> | | | |
| <u>Purchasing</u> | | | |
| | | | |
| | | | |
| | | | |

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 51

APPROVAL FUND SUMMARY

DATE: 12/27/21
TIME: 10:35
PAGE: 1

| FUND | FUND NAME | AMOUNT |
|------|--------------------------------|--------------|
| ---- | ----- | ----- |
| 0100 | GENERAL FUND | 321,768.92 |
| 1100 | STREET FUND | 302,184.41 |
| 1400 | PARKS AND RECREATION FUND | 359.50 |
| 1570 | INTERMODAL FACILITY OPERATION | 20,586.00 |
| 1630 | COMBINED COMMUNICATIONS CENTER | 1,277.65 |
| 1640 | COMMUNICATIONS BLDG M&O FUND | 3,618.02 |
| 1970 | FIRE/EMS FUND | 47,085.37 |
| 4100 | WATER DIVISION | 185,970.15 |
| 4250 | INTEGRATED CAPITAL MANAGEMENT | 166,058.92 |
| 4300 | SEWER FUND | 131,344.36 |
| 4480 | SOLID WASTE FUND | 282,033.69 |
| 4700 | DEVELOPMENT SVCS CENTER | 677.70 |
| 5100 | FLEET SERVICES FUND | 118,064.20 |
| 5200 | PUBLIC WORKS AND UTILITIES | 4,532.36 |
| 5300 | IT FUND | 46,831.54 |
| 5310 | IT CAPITAL REPLACEMENT FUND | 105,087.46 |
| 5400 | REPROGRAPHICS FUND | 170.14 |
| 5600 | ACCOUNTING SERVICES | 251.53 |
| 5800 | RISK MANAGEMENT FUND | 138,935.12 |
| 5830 | EMPLOYEES BENEFITS FUND | 655,141.00 |
| 5900 | ASSET MANAGEMENT FUND OPS | 15,272.22 |
| 5901 | ASSET MANAGEMENT FUND CAPITAL | 18,620.46 |
| 5903 | PROPERTY ACQUISITION FIRE | 31,299.52 |
| 6070 | FIREFIGHTERS' PENSION FUND | 142,404.85 |
| 6080 | POLICE PENSION FUND | 54,499.91 |
| 6230 | BUILDING CODE RECORDS MGMT | 3,554.95 |
| 6250 | MUNICIPAL COURT | 66,334.35 |
| 6960 | SALARY CLEARING FUND NEW | 2,932.08 |
| | | ----- |
| | TOTAL: | 2,866,896.38 |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 51

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 12/27/21
TIME: 10:36
PAGE: 1

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|-----------|---------|----------|
| | USE TAX AMOUNTS | 245.08 | 22.50 | 25.20 |
| 00583296 | APRIA HEALTHCARE INC | 520.92 | | |
| 00583297 | BOUND TREE MEDICAL LLC | 789.80 | | |
| 00583298 | BROOKDALE SENIOR LIVING | 5,776.00 | | |
| 00583299 | BROOKDALE SENIOR LIVING | 5,776.00 | | |
| 00583300 | CENTURYLINK | 465.86 | | |
| 00583301 | CONSONUS PHARMACY SERVICES | 13.53 | | |
| 00583302 | CRISTA SENIOR COMMUNITY | 7,975.00 | | |
| 00583303 | GN HEARING CARE CORPORATION | 115.50 | | |
| 00583304 | HEALTH SERVICES SEATTLE LLC | 122.40 | | |
| 00583305 | SCOTT SHUMAKE | 88.00 | | |
| 00583306 | REX OLSON | 117.70 | | |
| 00583307 | OMNICARE LLC | 4,356.34 | | |
| 00583308 | ORCHARD CREST RETIREMENT LLC | 10,015.00 | | |
| 00583309 | UNITED METHODIST HOMES | 7,107.00 | | |
| 00583310 | MICHAEL ROGERS | 10.00 | | |
| 00583311 | SPOKANE CARE GROUP LLC | 7,728.00 | | |
| 00583312 | WA STATE TREASURER | 69,889.30 | | |
| 00583313 | WESTERN SYSTEMS INC | 38,343.22 | | |
| 00583314 | WELDON WOLFE | 458.22 | | |
| 00583315 | STEPHEN PITTERS | | 50.00 | |
| 00583316 | DONNA MARIE PRIETO | | 50.00 | |
| 00583317 | SPOKANE PUBLIC LIBRARY IMPRE | | 191.94 | |
| 00583318 | ADVANCE AUTO PARTS | 51.25 | | |
| 00583319 | JUSTIN DOMINGUEZ | 266.40 | | |
| 00583320 | GONZAGA UNIVERSITY | 1,000.00 | | |
| 00583321 | RICKY HAYES | 700.18 | | |
| 00583322 | INDUSTRIAL WELDING CO INC | 12,740.74 | | |
| 00583323 | ZERO DB COMMUNICATIONS LLC | 180.00 | | |
| 00583324 | VICTORIA SCHREIBEIS | 10.00 | | |
| 00583325 | WILDLANDS MEDICS LLC | 65.00 | | |
| 00583326 | KAGEN COFFEE & CREPES | 345.00 | | |
| 00583327 | STEPHEN & JUDITH MONGELLUZZO | 261.38 | | |
| 00583328 | NUKEY REALTY | 273.08 | | |
| 00583329 | THE ESTATE OF EVELYN L BURGE | 82.27 | | |
| 00583330 | ERIN GILLINGHAM | 1,187.09 | | |
| 00583331 | YOUNG CONSTRUCTION | 23.65 | | |
| 00583332 | ESTATE OF MARY HEISIG | 157.06 | | |
| 00583333 | YOUNG CONSTRUCTION | 1,449.77 | | |
| 00583334 | O'REILLY AUTOMOTIVE STORES I | 542.22 | | |
| 00583335 | MICHAEL J RABEL | 1,015.35 | | |
| 00583336 | STRYKER SALES CORPORATION | 2,723.16 | | |
| 00583337 | TRUCKPRO HOLDING CORPORATION | 970.90 | | |
| 00583338 | ULRICK'S AUTOMATIC | 2,616.61 | | |
| 00583339 | UNITED PARCEL SERVICE | 14.06 | | |
| 00583340 | WESTERN SYSTEMS INC | 22,097.42 | | |
| 00583341 | AT&T MOBILITY | 7,586.22 | | |
| 00583342 | NATHANAEL G GOBBLE | 1,647.00 | | |
| 00583343 | RAMONA MACK | 519.73 | | |
| 00583344 | SIX ROBBLEES INC | 11.38 | | |
| 00583346 | GIBSON'S NURSERY & LANDSCAPE | | | 3,795.17 |
| 00583347 | NATIONAL RECREATION & PARK | | | 1,625.00 |
| 00583348 | NW BEST DIRECT INC | | | 895.00 |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 51

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 12/27/21
TIME: 10:36
PAGE: 2

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|------------|-----------|------------|
| 00583349 | PARK DEPT IMPREST FUND | | | 157.95 |
| 00583375 | FAIRWINDS SPOKANE LLC | 44,320.00 | | |
| 00583376 | HEALTH SERVICES SEATTLE LLC | 143.00 | | |
| 00583377 | AT&T MOBILITY | 12.24 | | |
| 00583378 | CENTURYLINK | 193.81 | | |
| 00583379 | GORDON AYLWORTH & TAMI PC | 1,996.29 | | |
| 00583380 | PITNEY BOWES | 8,052.08 | | |
| 00583381 | VALLEY EMPIRE COLLECTION | 935.79 | | |
| 00583382 | WESTERN SYSTEMS INC | 19,375.00 | | |
| 80097716 | ABM JANITORIAL SERVICES SOUT | 3,492.05 | | |
| 80097717 | ACI NORTHWEST INC | | | 524.16 |
| 80097718 | AIRGRONOMICS NORTH LLC | | | 3,760.37 |
| 80097719 | NORTHWEST INDUSTRIAL SERVICE | 400.58 | | |
| 80097720 | AVISTA UTILITIES | | 4,725.62 | |
| 80097721 | BAKER & TAYLOR BOOKS | | 250.00 | |
| 80097722 | THE FA BARTLETT TREE EXPERT | | | 8,502.00 |
| 80097723 | CAMTEK INC | 30,976.70 | | |
| 80097724 | CITY SERVICE VALCON LLC | 5,796.87 | | |
| 80097725 | CONTRACT DESIGN ASSOCIATES I | | 582.06 | |
| 80097726 | CORE & MAIN LP | 132,099.51 | | |
| 80097727 | L N CURTIS & SONS | 29,684.10 | | |
| 80097728 | FASTENAL CO | 3,269.47 | | |
| 80097729 | FOUR SEASONS LANDSCAPING INC | 4,038.45 | | |
| 80097730 | GALLS LLC | 823.88 | | |
| 80097731 | GARLAND/DBS INC | | | 154,288.37 |
| 80097732 | GONZAGA UNIVERSITY | 13,000.00 | | |
| 80097733 | GORDON TRUCK CENTERS INC DBA | 95.53 | | |
| 80097734 | GRADOVILLE ACTIVE TRAINING L | 3,750.00 | | |
| 80097735 | HASKINS STEEL CO INC | 1,282.24 | | |
| 80097736 | HUMANIX HUMAN RESOURCE | | 19,646.00 | |
| 80097737 | KENWORTH SALES COMPANY | 3,189.78 | | |
| 80097738 | KPFF CONSULTING ENGINEERS | 5,966.52 | | |
| 80097739 | LEXICON, INC | | | 447,236.08 |
| 80097740 | MARSH GENERAL CONTRACTORS IN | | | 3,629.70 |
| 80097741 | MOVHER LLC | | 3,106.25 | |
| 80097742 | MR CAR WASH | 45.00 | | |
| 80097743 | MULTICARE HEALTH SYSTEMS | 1,551.00 | | |
| 80097744 | MUNICIPAL EMERGENCY SERVICES | 86.74 | | |
| 80097745 | NAPA AUTO PARTS | 357.50 | | |
| 80097746 | OVERDRIVE INC | | 6,367.09 | |
| 80097747 | PUBLIC LIBRARIES OF WASHINGT | | 1,631.61 | |
| 80097748 | SPECTRUM | | 1,600.00 | |
| 80097749 | SPOKANE HARDWARE SUPPLY INC | | 706.87 | |
| 80097750 | SPOKANE OVERHEAD DOOR CO | | 9,742.42 | |
| 80097751 | STUART CONSULTING GROUP INC | 2,714.20 | | |
| 80097752 | ULINE INC | | 440.20 | |
| 80097753 | US BANK TRAVEL CARD | 17,751.85 | | |
| 80097754 | VERIZON WIRELESS | | 58.73 | |
| 80097755 | THE WOODSHOP NW LLC | | 9,201.47 | |
| 80097756 | BRETT A ROBERTS | 450.00 | | |
| 80097757 | ROBERT WALKER | 24.87 | | |
| 80097758 | AARDVARK | 21,418.50 | | |
| 80097759 | ACRANET CBS BRANCH/DIV OF | 256.00 | | |

REPORT: PG3640
SYSTEM: FMSAP
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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------|----------|---------|-------|
| 80097760 | ACTION MATERIALS | 4,658.27 | | |

| | | | |
|----------|------------------------------|------------|-----------|
| 80097761 | AIRGAS SPECIALTY PRODUCTS IN | 9,576.41 | |
| 80097762 | ALLIED ENVELOPE | 722.76 | |
| 80097763 | AMERIGAS PROPANE LP | 218.28 | |
| 80097764 | AVISTA UTILITIES | 63,486.38 | |
| 80097765 | BANNER FURNACE & FUEL | 221.27 | |
| 80097766 | BATTERY SYSTEMS INC | 1,169.15 | |
| 80097767 | BECKER BUICK-GMC INC | 84.22 | |
| 80097768 | BOBCAT OF SPOKANE | 194.73 | |
| 80097769 | BROOKS APPLIED LABS LLC | 1,340.00 | |
| 80097770 | CATHOLIC CHARITIES | 46,433.64 | |
| 80097771 | CINTAS CORPORATION NO 3 | 2,312.97 | |
| 80097772 | COLUMBIA ELECTRIC SUPPLY/DIV | 9,968.27 | |
| 80097773 | CONNELL OIL INC | 3,456.81 | |
| 80097774 | COPIERS NORTHWEST INC | 202.70 | |
| 80097775 | CUMMINS INC | 5,073.17 | |
| 80097776 | CUMMINS NORTHWEST LLC | 11,124.73 | |
| 80097777 | DELL MARKETING LP | 1,036.20 | |
| 80097778 | DLT SOLUTIONS LLC | 2,147.13 | |
| 80097779 | GWP HOLDINGS LLC | 6,907.78 | |
| 80097780 | ECOCHEM ANALYTICS INC | 447.26 | |
| 80097781 | ELJAY OIL CO INC | 5,463.50 | |
| 80097782 | ENDRESS+HAUSER INC | 5,799.27 | |
| 80097783 | EVERGREEN STATE TOWING LLC | 1,032.51 | |
| 80097784 | EVOQUA WATER TECHNOLOGIES LL | 1,084.12 | |
| 80097785 | FASTENAL CO | 2,003.57 | |
| 80097786 | FROSTY ICE/DIV OF R PLUM COR | 52.32 | |
| 80097787 | GARCO CONSTRUCTION INC | | 98,878.24 |
| 80097788 | BRIDGESTONE AMERICAS INC | 11,584.26 | |
| 80097789 | GENERAL FIRE EXTINGUISHER | 423.90 | |
| 80097790 | GOODWILL INDUSTRIES OF THE | 285,707.09 | |
| 80097791 | GORDON TRUCK CENTERS INC DBA | 2,228.39 | |
| 80097792 | GRAINGER INC | 44.39 | |
| 80097793 | HOTSY OF SPOKANE LLC | 3,335.40 | |
| 80097794 | INLAND ENVIRONMENTAL RESOURC | 15,340.42 | |
| 80097795 | INLAND PACIFIC HOSE & FITTIN | 98.04 | |
| 80097796 | WILLAR CORP dba | 3,416.20 | |
| 80097797 | KENWORTH SALES COMPANY | 387.82 | |
| 80097798 | GEOCKO INC. | 204,399.85 | |
| 80097799 | MARTIN LUTHER KING JR FAMILY | 15,000.00 | |
| 80097800 | MCKINSTRY NORTHWEST INC | 161.32 | |
| 80097801 | FORCE AMERICA DISTRIBUTING I | 1,036.31 | |
| 80097802 | MOTION AUTO SUPPLY | 1,698.27 | |
| 80097803 | NALCO CO | 626.75 | |
| 80097804 | NAPA AUTO PARTS | 2,176.47 | |
| 80097805 | NORCO INC | 142.31 | |
| 80097806 | OTIS ELEVATOR COMPANY | 256.96 | |
| 80097807 | OXARC INC | 30.57 | |
| 80097808 | PACWEST MACHINERY LLC | 506.45 | |
| 80097809 | PAPE MACHINERY INC | 889.49 | |
| 80097810 | PETE LIEN & SONS INC | 16,135.36 | |
| 80097811 | PURE PROCESS FILTRATION INC | 1,992.91 | |
| 80097812 | RWC INTERNATIONAL LTD | 208.26 | |

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|----------|-----------------------------|-----------|---------|-------|
| 80097813 | SHI CORP | 33,436.15 | | |
| 80097814 | MCLOUGHLIN & EARDLEY GROUP | 3,333.38 | | |
| 80097815 | SPOKANE NEIGHBORHOOD ACTION | 40,771.72 | | |
| 80097816 | SOLID WASTE SYSTEMS INC | 3,997.14 | | |
| 80097817 | SPOKANE HOUSE OF HOSE INC | 1,744.43 | | |

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|----------|------------------------------|-----------|-----------|
| 80097818 | SPOKANE HOUSING AUTHORITY | 3,237.11 | |
| 80097819 | SPOKANE INT'L AIRPORT | 407.50 | |
| 80097820 | STARPLEX CORP | 1,870.00 | |
| 80097821 | BRAD L WHITE | 4,233.04 | |
| 80097822 | TACOMA SCREW PRODUCTS INC | 93.68 | |
| 80097823 | TIFCO INDUSTRIES | 93.24 | |
| 80097824 | TITAN TRUCK EQUIPMENT | 841.39 | |
| 80097825 | TRANSITIONS DBA TRANSITIONAL | 14,928.17 | |
| 80097826 | VOLUNTEERS OF AMERICA OF | 19,393.04 | |
| 80097827 | WA STATE DEPT OF ECOLOGY | 40,423.50 | |
| 80097828 | WASTE MANAGEMENT OF WA DBA | 2,330.86 | |
| 80097829 | WENDLE FORD NISSAN ISUZU | 5,431.14 | |
| 80097830 | WCP SOLUTIONS | 170.14 | |
| 80097831 | WESTSIDE MOTORSPORTS | 167.86 | |
| 80097832 | JUDITH GILMORE | 105.00 | |
| 80097833 | CRAIG E HULT | 105.00 | |
| 80097834 | MARK E LINDSEY | 105.00 | |
| 80097835 | NICOLE B PALMERTON | 105.00 | |
| 80097836 | SCOTT A STEPHENS | 105.00 | |
| 80097837 | ADVANCED CHEMICAL TRANSPORT | 374.05 | |
| 80097838 | NORTHWEST INDUSTRIAL SERVICE | | 791.31 |
| 80097839 | BIG SKY INDUSTRIAL/DIV OF | 7,362.14 | |
| 80097840 | CAMERON-REILLY LLC | 18,620.46 | |
| 80097841 | CATHOLIC CHARITIES | 81,361.87 | |
| 80097842 | JACOBS/CH2M HILL | 4,777.75 | |
| 80097843 | CITY SERVICE VALCON LLC | | 6,280.82 |
| 80097844 | COMCAST | 1,033.02 | |
| 80097845 | CORBIN SENIOR ACTIVITY CENTE | | 2,612.50 |
| 80097846 | CORINNA REN | 4,200.00 | |
| 80097847 | COUNTRY LOCK AND KEY INC | 903.99 | |
| 80097848 | DATEC INC | 1,604.04 | |
| 80097849 | DESAUTEL HEGE COMMUNICATIONS | | 6,327.28 |
| 80097850 | DESIGN WORKSHOP INC | | 39,815.78 |
| 80097851 | DIVCO INC | 5,134.48 | |
| 80097852 | DW EXCAVATING INC | 91,413.00 | |
| 80097853 | EASTSIDE ELECTRIC MOTORS | 4,131.10 | |
| 80097854 | FIRE CONTROL SPRINKLER SYSTE | 450.00 | |
| 80097855 | FIRE PROTECTION SPECIALISTS | 1,080.00 | |
| 80097856 | BRIDGESTONE AMERICAS INC | 1,213.85 | |
| 80097857 | HDR ENGINEERING INC | 4,991.26 | |
| 80097858 | HELFRICH BROTHERS BOILER WOR | 9,855.78 | |
| 80097859 | HILLYARD SENIOR ACTIVITY CTR | | 6,666.66 |
| 80097860 | HUGHES FIRE EQUIPMENT INC | 15.57 | |
| 80097861 | HYDRAULICS PLUS INC | 4,666.88 | |
| 80097862 | INLAND POWER & LIGHT CO | | 101.35 |
| 80097863 | INTERFAITH HOSPITALITY | 88,595.67 | |
| 80097864 | JACOBS ENGINEERING GROUP INC | 6,063.45 | |
| 80097865 | K & L GATES LLP | 4,139.10 | |

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|----------|------------------------------|-----------|---------|-----------|
| 80097866 | KPFF CONSULTING ENGINEERS | | | 4,772.49 |
| 80097867 | MARTIN LUTHER KING JR FAMILY | | | 3,483.33 |
| 80097868 | MID CITY CONCERNS INC | | | 1,543.75 |
| 80097869 | NALCO CO | 3,163.19 | | |
| 80097870 | NORTHEAST YOUTH CENTER | | | 11,628.17 |
| 80097871 | OAC SERVICES INC | 960.60 | | |
| 80097872 | OIL RE-REFINING CO INC | 629.25 | | |
| 80097873 | OSBORN CONSULTING INC | 55,400.87 | | |
| 80097874 | PIONEER HUMAN SERVICES | 9,728.34 | | |

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|----------|------------------------------|------------|----------|
| 80097875 | PMTECH INC | 3,550.00 | |
| 80097876 | PREMERA BLUE CROSS OR | 717,592.60 | |
| 80097877 | QUANTIX INC/ENTERTAINMENT | | 4,889.34 |
| 80097878 | RIEDELL SHOES INC | | 4,366.56 |
| 80097879 | BRANDSAFWAY SERVICES INC | 180,414.85 | |
| 80097880 | SHI CORP | 708.72 | |
| 80097881 | SPOKANE NEIGHBORHOOD ACTION | 45,863.68 | |
| 80097882 | SOUTHWEST SPOKANE COMMUNITY | | 3,328.92 |
| 80097883 | SPOKANE INT'L AIRPORT | 348.48 | |
| 80097884 | SPRING ENVIRONMENTAL INC | 525.00 | |
| 80097885 | STERICYCLE INC | 1,248.23 | |
| 80097886 | TRANSITIONS DBA TRANSITIONAL | 9,448.81 | |
| 80097887 | UNITEC DORSH LLC | 463.25 | |
| 80097888 | US BANK OR CITY TREASURER | 138,935.12 | |
| 80097889 | US BANK P CARD PAYMENTS | 222,363.04 | |
| 80097890 | VOLUNTEERS OF AMERICA OF | 60,126.15 | |
| 80097891 | WEAR-TEK INC | 8,447.52 | |
| 80097892 | YWCA | 31,088.52 | |
| 80097893 | ALSCO DIVISION OF ALSCO INC | 96.10 | |
| 80097894 | AVISTA UTILITIES | 215,137.42 | |
| 80097895 | AZTECA SYSTEMS INC | 300.00 | |
| 80097896 | THE FA BARTLETT TREE EXPERT | 20,741.61 | |
| 80097897 | CAMTEK INC | 1,329.80 | |
| 80097898 | CATHOLIC CHARITIES | 68,900.83 | |
| 80097899 | COCHRAN INC | 2,234.50 | |
| 80097900 | COEUR D'ALENE SERVICE STATIO | 7,059.37 | |
| 80097901 | COMPUNET INC | 105,087.46 | |
| 80097902 | CONTROL SOLUTIONS NW INC | 4,518.06 | |
| 80097903 | CONVERSATIONS WITH KIANTHA L | 9,920.00 | |
| 80097904 | DELTA DENTAL OF WASHINGTON | 38,158.15 | |
| 80097905 | LUKE ESSER | 7,000.00 | |
| 80097906 | GORLEY LOGISTICS LLC | 50.74 | |
| 80097907 | FIBER MARKETING INTERNATIONA | 4,305.50 | |
| 80097908 | FRONTIER BEHAVIORAL HEALTH | 68,398.41 | |
| 80097909 | WINGFOOT COMMERCIAL TIRE | 5,585.16 | |
| 80097910 | THE GUARDIANS FOUNDATION INC | 80,040.51 | |
| 80097911 | ICON CORPORATION | 2,069.91 | |
| 80097912 | K & N ELECTRIC MOTORS INC | 1,959.06 | |
| 80097913 | KENWORTH SALES COMPANY | 743.64 | |
| 80097914 | MCKINSTRY CO LLC | 50.57 | |
| 80097915 | NALCO CO | 2,084.78 | |
| 80097916 | NORCO INC | 1,101.40 | |
| 80097917 | NORTHWEST OPEN ACCESS NETWOR | 2,550.00 | |
| 80097918 | PARTNERS WITH FAMILIES & | 39,067.71 | |

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| 80097919 | PRO MECHANICAL SERVICES INC | 911.24 | | |
| 80097920 | PROFESSIONAL CRANE INSPECTIO | 1,987.52 | | |
| 80097921 | RESOURCE SYNERGY LLC | 613.99 | | |
| 80097922 | RIVER PARK SQUARE LLC | 800.00 | | |
| 80097923 | GMCO CORP | 360.00 | | |
| 80097924 | SPOKANE NEIGHBORHOOD ACTION | 8,663.82 | | |
| 80097925 | SOUTHWEST SPOKANE COMMUNITY | 9,275.61 | | |
| 80097926 | SPOKANE HOUSE OF HOSE INC | 1,016.74 | | |
| 80097927 | STARPLEX CORP | 29,653.13 | | |
| 80097928 | TRACE ANALYTICS LLC | 19.32 | | |
| 80097929 | VERIZON WIRELESS | 1,270.64 | | |
| 80097930 | VOLUNTEERS OF AMERICA OF | 78,593.66 | | |
| 80097931 | YWCA | 19,200.88 | | |

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| ----- | ----- | ----- |
| 4,181,323.36 | 58,372.76 | 819,925.50 |
| | | ===== |
| CITYWIDE TOTAL: | | 5,059,621.62 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

| | | |
|----------------------------------|--------------------------------|-----------|
| CONVERSATIONS WITH KIANTHA LLC | CONTRACTUAL SERVICES | |
| KIANTHA DUNCAN | ACH PMT NO. - 80097903 | 9,920.00 |
| KAGEN COFFEE & CREPES | OTHR BUS REGISTRATIONS/PERMITS | |
| KAGEN & JENNIFER COX | CHECK NO. - 00583326 | 345.00 |
| STARPLEX CORP | ALARM/SECURITY SERVICES | |
| | ACH PMT NO. - 80097927 | 9,298.13 |
| WILDLANDS MEDICS LLC | OTHR BUS REGISTRATIONS/PERMITS | |
| MARSHALL & MATTHEW CUSICK | CHECK NO. - 00583325 | 65.00 |
| TOTAL FOR 0020 - NONDEPARTMENTAL | | 19,628.13 |

0100 - GENERAL FUND

| | | |
|-------------------------------|--------------------------------|------------|
| SPOKANE INT'L AIRPORT | DEPOSIT-AIRPORT PARK VIOLATION | |
| AIRPORT PARKING TICKETS | ACH PMT NO. - 80097819 | 407.50 |
| US BANK P CARD PAYMENTS | PCARD ADVANCE PYMT REC | |
| | ACH PMT NO. - 80097889 | 222,363.04 |
| ZERO DB COMMUNICATIONS LLC | PERMIT REFUNDS PAYABLE | |
| JAKE CARPENTER | CHECK NO. - 00583323 | 180.00 |
| TOTAL FOR 0100 - GENERAL FUND | | 222,950.54 |

0230 - CIVIL SERVICE

| | | |
|---------------------|---------------------------|---------|
| COCHRAN INC | MISC SERVICES/CHARGES | |
| | ACH PMT NO. - 80097899 | 436.00 |
| CRAIG E HULT | OTHER MISC CHARGES | |
| | ACH PMT NO. - 80097833 | 105.00 |
| JUDITH GILMORE | OTHER MISC CHARGES | |
| | ACH PMT NO. - 80097832 | 105.00 |
| MARK E LINDSEY | OTHER MISC CHARGES | |
| | ACH PMT NO. - 80097834 | 105.00 |
| NICOLE B PALMERTON | OTHER MISC CHARGES | |
| | ACH PMT NO. - 80097835 | 105.00 |
| SCOTT A STEPHENS | OTHER MISC CHARGES | |
| | ACH PMT NO. - 80097836 | 105.00 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80097813 | 220.62 |
| US BANK TRAVEL CARD | AIRFARE | |
| | ACH PMT NO. - 80097753 | 285.81- |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0230 - CIVIL SERVICE

895.81

0320 - COUNCIL

| | | |
|------------|------------------------|----------|
| LUKE ESSER | PROFESSIONAL SERVICES | |
| | ACH PMT NO. - 80097905 | 7,000.00 |

| | |
|--------------------------|----------|
| TOTAL FOR 0320 - COUNCIL | 7,000.00 |
|--------------------------|----------|

0350 - COMMUNITY CENTERS

| | | |
|------------------------------------|------------------------|----------|
| SOUTHWEST SPOKANE COMMUNITY CENTER | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80097925 | 9,275.61 |

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| TOTAL FOR 0350 - COMMUNITY CENTERS | 9,275.61 |
|------------------------------------|----------|

0370 - ENGINEERING SERVICES

| | | |
|------------|------------------------|----------|
| PMTECH INC | CONTRACTUAL SERVICES | |
| DBA PMWEB | ACH PMT NO. - 80097875 | 2,378.50 |

| | | |
|----------|---------------------------|--------|
| SHI CORP | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80097880 | 708.72 |

| | |
|---------------------------------------|----------|
| TOTAL FOR 0370 - ENGINEERING SERVICES | 3,087.22 |
|---------------------------------------|----------|

0550 - NEIGHBORHOOD SERVICES

| | | |
|--------------------|------------------------|-----------|
| GONZAGA UNIVERSITY | CONTRACTUAL SERVICES | |
| STUDENT ACCOUNTS | ACH PMT NO. - 80097732 | 13,000.00 |

| | |
|--|-----------|
| TOTAL FOR 0550 - NEIGHBORHOOD SERVICES | 13,000.00 |
|--|-----------|

0620 - HUMAN RESOURCES

| | | |
|-----------------|------------------------|--------|
| ALLIED ENVELOPE | PRINTING/BINDING/REPRO | |
| | ACH PMT NO. - 80097762 | 221.34 |

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|----------------------------------|--------|
| TOTAL FOR 0620 - HUMAN RESOURCES | 221.34 |
|----------------------------------|--------|

0680 - POLICE

| | | |
|----------|------------------------|-----------|
| AARDVARK | MACHINERY/EQUIPMENT | |
| | ACH PMT NO. - 80097758 | 21,418.50 |

| | | |
|-------------------------------|-----------------------------|----------|
| ABM JANITORIAL SERVICES SOUTH | LAUNDRY/JANITORIAL SERVICES | |
| SOUTH CENTRAL INC dba | ACH PMT NO. - 80097716 | 3,492.05 |

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|---------------------|----------|
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------------|------------------------|--------|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80097759 | 256.00 |

| | | |
|-----------------|------------------------|--------|
| ALLIED ENVELOPE | PRINTING/BINDING/REPRO | |
| | ACH PMT NO. - 80097762 | 249.89 |

| | | |
|------------------------------|-------------------------|--|
| FOUR SEASONS LANDSCAPING INC | LANDSCAPE/GROUNDS MAINT | |
|------------------------------|-------------------------|--|

| | | |
|------------------------------|-------------------------------|-----------|
| | ACH PMT NO. - 80097729 | 3,804.10 |
| FOUR SEASONS LANDSCAPING INC | SNOW REMOVAL SERVICES | |
| | ACH PMT NO. - 80097729 | 234.35 |
| NATHANAEL G GOBBLE | TUITION REIMBURSEMENT | |
| | CHECK NO. - 00583342 | 1,647.00 |
| UNITED PARCEL SERVICE | POSTAGE | |
| | CHECK NO. - 00583339 | 14.06 |
| US BANK TRAVEL CARD | AIRFARE | |
| | ACH PMT NO. - 80097753 | 667.03 |
| US BANK TRAVEL CARD | LODGING | |
| | ACH PMT NO. - 80097753 | 10,930.14 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES | |
| | ACH PMT NO. - 80097753 | 1,347.15 |
| US BANK TRAVEL CARD | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80097753 | 1,650.00 |

TOTAL FOR 0680 - POLICE

45,710.27

1100 - STREET FUND

| | | |
|--|-------------------------------|------------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80097894 | 214,326.59 |
| AVISTA UTILITIES | UTILITY NATURAL GAS | |
| | ACH PMT NO. - 80097894 | 810.83 |
| CENTURYLINK | TELEPHONE | |
| | CHECK NO. - 00583378 | 193.81 |
| FIBER MARKETING INTERNATIONAL INC dba FMI EQUIPMENT | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80097907 | 4,305.50 |
| GMCO CORP DBA ROADWISE | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80097923 | 360.00 |
| NORCO INC | CLOTHING | |
| | ACH PMT NO. - 80097916 | 1,101.40 |
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80097929 | 791.49 |
| VERIZON WIRELESS | IT/DATA SERVICES | |
| | ACH PMT NO. - 80097929 | 479.15 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------|-------------------------------|-----------|
| WESTERN SYSTEMS INC | MACHINERY/EQUIPMENT | |
| | CHECK NO. - 00583313 | 37,671.14 |
| WESTERN SYSTEMS INC | OPERATING SUPPLIES | |
| | CHECK NO. - 00583340 | 1,658.89 |
| WESTERN SYSTEMS INC | REPAIR & MAINTENANCE SUPPLIES | |
| | CHECK NO. - 00583340 | 21,110.61 |
| WESTERN SYSTEMS INC | SOFTWARE MAINTENANCE | |
| | CHECK NO. - 00583382 | 19,375.00 |

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| TOTAL FOR 1100 - STREET FUND | | ----- 302,184.41 |
| 1400 - PARKS AND RECREATION FUND | | |
| ----- | | |
| DELL MARKETING LP | OFFICE SUPPLIES | |
| %DELL USA LP | ACH PMT NO. - 80097777 | 105.25 |
| US BANK TRAVEL CARD | LODGING | |
| | ACH PMT NO. - 80097753 | 232.25 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES | |
| | ACH PMT NO. - 80097753 | 22.00 |
| TOTAL FOR 1400 - PARKS AND RECREATION FUND | | ----- 359.50 |
| 1570 - INTERMODAL FACILITY OPERATION | | |
| ----- | | |
| COCHRAN INC | BUILDING REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097899 | 1,798.50 |
| STARPLEX CORP | ALARM/SECURITY SERVICES | |
| | ACH PMT NO. - 80097927 | 18,787.50 |
| TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION | | ----- 20,586.00 |
| 1630 - COMBINED COMMUNICATIONS CENTER | | |
| ----- | | |
| CENTURYLINK | TELEPHONE | |
| | CHECK NO. - 00583300 | 85.27 |
| COMCAST | IT/DATA SERVICES | |
| | ACH PMT NO. - 80097844 | 1,033.02 |
| GALLS LLC | CLOTHING | |
| | ACH PMT NO. - 80097730 | 159.36 |
| TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER | | ----- 1,277.65 |
| 1640 - COMMUNICATIONS BLDG M&O FUND | | |
| ----- | | |
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| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| CAMTEK INC | BUILDING REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097897 | 1,122.70 |
| CONTROL SOLUTIONS NW INC | BUILDING REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097902 | 416.92 |
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80097728 | 998.40 |
| FIRE PROTECTION SPECIALISTS LLC | BUILDING REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097855 | 1,080.00 |
| TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND | | ----- 3,618.02 |

1970 - FIRE/EMS FUND

| | | |
|---|---|----------|
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097893 | 96.10 |
| AT&T MOBILITY | CELL PHONE CHECK NO. - 00583377 | 5,114.61 |
| AT&T MOBILITY | IT/DATA SERVICES CHECK NO. - 00583341 | 2,483.85 |
| BOUND TREE MEDICAL LLC | SAFETY SUPPLIES CHECK NO. - 00583297 | 789.80 |
| BRETT A ROBERTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80097756 | 450.00 |
| BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097856 | 1,131.23 |
| BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE | VEHICLE REPAIRS/MAINT ACH PMT NO. - 80097856 | 82.62 |
| CAMTEK INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097897 | 207.10 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00583300 | 380.59 |
| CITY SERVICE VALCON LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097724 | 5,796.87 |
| CONTROL SOLUTIONS NW INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097902 | 4,101.14 |
| FASTENAL CO | OPERATING SUPPLIES ACH PMT NO. - 80097728 | 2,156.85 |
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097728 | 114.22 |
| GALLS LLC | CLOTHING ACH PMT NO. - 80097730 | 664.52 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|----------|
| GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097733 | 95.53 |
| GORLEY LOGISTICS LLC dba FIKES NORTHWEST | OPERATING SUPPLIES ACH PMT NO. - 80097906 | 50.74 |
| GRADOVILLE ACTIVE TRAINING LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80097734 | 3,750.00 |
| HUGHES FIRE EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097860 | 15.57 |
| ICON CORPORATION | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097911 | 1,602.30 |
| ICON CORPORATION | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097911 | 467.61 |
| KENWORTH SALES COMPANY | VEHICLE REPAIR & MAINT SUPPLY | |

| | | |
|--|---|----------|
| | ACH PMT NO. - 80097737 | 3,189.78 |
| MR CAR WASH DEPT #880266 | VEHICLE REPAIRS/MAINT ACH PMT NO. - 80097742 | 45.00 |
| MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF | MEDICAL SERVICES ACH PMT NO. - 80097743 | 1,551.00 |
| MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097744 | 86.74 |
| NAPA AUTO PARTS GENUINE PARTS CO | MINOR EQUIPMENT ACH PMT NO. - 80097745 | 54.49 |
| NAPA AUTO PARTS GENUINE PARTS CO | OPERATING SUPPLIES ACH PMT NO. - 80097745 | 58.71 |
| NAPA AUTO PARTS GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097745 | 244.30 |
| NORCO INC | SAFETY SUPPLIES ACH PMT NO. - 80097805 | 142.31 |
| PRO MECHANICAL SERVICES INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097919 | 400.58 |
| PRO MECHANICAL SERVICES INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097919 | 510.66 |
| SCOTT SHUMAKE 1417 1/2 CROWN AVE | PERMIT REFUNDS PAYABLE CHECK NO. - 00583305 | 88.00 |
| SPOKANE HOUSE OF HOSE INC | CLOTHING ACH PMT NO. - 80097926 | 1,016.74 |
| STERICYCLE INC STERICYCLE OF WA (BC) | HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80097885 | 1,248.23 |
| STRYKER SALES CORPORATION | EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583336 | 2,723.16 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-----------------------------|---|----------|
| STUART CONSULTING GROUP INC | CONTRACTUAL SERVICES ACH PMT NO. - 80097751 | 2,714.20 |
| TRACE ANALYTICS LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097928 | 19.32 |
| US BANK TRAVEL CARD | AIRFARE ACH PMT NO. - 80097753 | 1,759.02 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80097753 | 1,282.20 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80097753 | 154.60 |
| WA STATE DEPT OF REVENUE | EQUIPMENT REPAIRS/MAINTENANCE - | 245.08 |

TOTAL FOR 1970 - FIRE/EMS FUND

47,085.37

| | | |
|---|---|--------------------|
| ACTION MATERIALS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097760 | 4,658.27 |
| CAMTEK INC | CONTRACTUAL SERVICES ACH PMT NO. - 80097723 | 30,976.70 |
| COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80097772 | 9,968.27 |
| CORE & MAIN LP | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097726 | 132,099.51 |
| ERIN GILLINGHAM 6162 EUREKA RD | REFUNDS CHECK NO. - 00583330 | 1,187.09 |
| ESTATE OF MARY HEISIG 6215 N ELM ST | REFUNDS CHECK NO. - 00583332 | 20.08 |
| HASKINS STEEL CO INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097735 | 1,282.24 |
| NUKEY REALTY 6419 N MONROE ST | REFUNDS CHECK NO. - 00583328 | 182.40 |
| RAMONA MACK 904 S SODA RD | REFUNDS CHECK NO. - 00583343 | 484.18 |
| STEPHEN & JUDITH MONGELLUZZO 4750 NW GANNET TER | REFUNDS CHECK NO. - 00583327 | 179.88 |
| THE ESTATE OF EVELYN L BURGER 13810 SE 27TH AVE | REFUNDS CHECK NO. - 00583329 | 41.91 |
| WILLAR CORP dba JOHNSTONE SUPPLY | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097796 | 3,416.20 |
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| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| YOUNG CONSTRUCTION PO BOX 3701 | REFUNDS CHECK NO. - 00583333 | 1,473.42 |
| TOTAL FOR 4100 - WATER DIVISION | | 185,970.15 |

4250 - INTEGRATED CAPITAL MANAGEMENT

| | | |
|--|--|-----------|
| DW EXCAVATING INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097852 | 91,413.00 |
| ESTATE OF MARY HEISIG 6215 N ELM ST | REFUNDS CHECK NO. - 00583332 | 35.44 |
| HDR ENGINEERING INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097857 | 4,991.26 |
| JACOBS ENGINEERING GROUP INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097864 | 6,063.45 |
| KPFF CONSULTING ENGINEERS | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097738 | 5,966.52 |
| NUKEY REALTY 6419 N MONROE ST | REFUNDS CHECK NO. - 00583328 | 23.97 |

| | | |
|--|--|------------|
| OAC SERVICES INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097871 | 960.60 |
| OSBORN CONSULTING INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097873 | 55,400.87 |
| PMTECH INC DBA PMWEB | CONTRACTUAL SERVICES ACH PMT NO. - 80097875 | 1,171.50 |
| RAMONA MACK 904 S SODA RD | REFUNDS CHECK NO. - 00583343 | 9.38 |
| STEPHEN & JUDITH MONGELLUZZO 4750 NW GANNET TER | REFUNDS CHECK NO. - 00583327 | 22.93 |
| TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT | | 166,058.92 |

4300 - SEWER FUND

| | | |
|--|---------------------------------|-------|
| ESTATE OF MARY HEISIG 6215 N ELM ST | REFUNDS CHECK NO. - 00583332 | 43.05 |
| NUKEY REALTY 6419 N MONROE ST | REFUNDS CHECK NO. - 00583328 | 29.13 |
| RAMONA MACK 904 S SODA RD | REFUNDS CHECK NO. - 00583343 | 11.39 |
| STEPHEN & JUDITH MONGELLUZZO 4750 NW GANNET TER | REFUNDS CHECK NO. - 00583327 | 27.86 |

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| | | |
|--|---------------------------------|--------|
| THE ESTATE OF EVELYN L BURGER 13810 SE 27TH AVE | REFUNDS CHECK NO. - 00583329 | 17.86 |
| TOTAL FOR 4300 - SEWER FUND | | 129.29 |

4320 - RIVERSIDE PARK RECLAMATION FAC

| | | |
|--|---|-----------|
| AVISTA UTILITIES | OPERATING RENTALS/LEASES ACH PMT NO. - 80097764 | 465.41 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764 | 13,438.38 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80097764 | 10,289.39 |
| BATTERY SYSTEMS INC | OPERATING SUPPLIES ACH PMT NO. - 80097766 | 1,169.15 |
| CINTAS CORPORATION NO 3 LOC 606 | SAFETY SUPPLIES ACH PMT NO. - 80097771 | 1,395.20 |
| CUMMINS INC DBA CUMMINS SALES & SERVICE | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097775 | 5,073.17 |
| CUMMINS NORTHWEST LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097776 | 5,651.54 |
| ENDRESS+HAUSER INC | OPERATING SUPPLIES | |

| | | |
|---|---|-----------|
| C/O FIELD INSTRUMENTS & CONTRO | ACH PMT NO. - 80097782 | 5,799.27 |
| EVOQUA WATER TECHNOLOGIES LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097784 | 276.34 |
| EVOQUA WATER TECHNOLOGIES LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097784 | 807.78 |
| FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY | OPERATING SUPPLIES ACH PMT NO. - 80097786 | 52.32 |
| INLAND ENVIRONMENTAL RESOURCES INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097794 | 15,340.42 |
| JUSTIN DOMINGUEZ | MINOR SAFETY EQUIPMENT CHECK NO. - 00583319 | 266.40 |
| K & L GATES LLP | LEGAL SERVICES ACH PMT NO. - 80097865 | 4,139.10 |
| MCKINSTRY CO LLC LOCKBOX | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097914 | 50.57 |
| MCKINSTRY NORTHWEST INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097800 | 161.32 |
| NALCO CO | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097803 | 626.75 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| OTIS ELEVATOR COMPANY | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097806 | 256.96 |
| THE FA BARTLETT TREE EXPERT | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097896 | 20,741.61 |
| WA STATE DEPT OF ECOLOGY | PERMITS/OTHER FEES ACH PMT NO. - 80097827 | 6,076.00 |
| WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL | UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80097828 | 2,330.86 |

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC 94,407.94

4330 - STORMWATER

| | | |
|--------------------------|---|-----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764 | 119.63 |
| BROOKS APPLIED LABS LLC | TESTING SERVICES ACH PMT NO. - 80097769 | 1,340.00 |
| WA STATE DEPT OF ECOLOGY | PERMITS/OTHER FEES ACH PMT NO. - 80097827 | 34,347.50 |

TOTAL FOR 4330 - STORMWATER 35,807.13

4360 - ENVIRONMENTAL PROGRAMS

| | | |
|---|--|----------|
| GONZAGA UNIVERSITY LEADERSHIP CONNECTION | CONTRACTUAL SERVICES CHECK NO. - 00583320 | 1,000.00 |
|---|--|----------|

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS

1,000.00

4480 - SOLID WASTE FUND

| | | |
|--|---------------------------------|-------|
| ESTATE OF MARY HEISIG 6215 N ELM ST | REFUNDS CHECK NO. - 00583332 | 58.49 |
| NUKEY REALTY 6419 N MONROE ST | REFUNDS CHECK NO. - 00583328 | 34.58 |
| RAMONA MACK 904 S SODA RD | REFUNDS CHECK NO. - 00583343 | 14.78 |
| STEPHEN & JUDITH MONGELLUZZO 4750 NW GANNET TER | REFUNDS CHECK NO. - 00583327 | 27.71 |
| THE ESTATE OF EVELYN L BURGER 13810 SE 27TH AVE | REFUNDS CHECK NO. - 00583329 | 18.64 |

TOTAL FOR 4480 - SOLID WASTE FUND

154.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4490 - SOLID WASTE DISPOSAL

| | | |
|---|---|------------|
| ADVANCED CHEMICAL TRANSPORT DBA ACTENVIRO | HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80097837 | 374.05 |
| AIRGAS SPECIALTY PRODUCTS INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097761 | 9,576.41 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764 | 236.24 |
| BANNER FURNACE & FUEL | OPERATING SUPPLIES ACH PMT NO. - 80097765 | 221.27 |
| BIG SKY INDUSTRIAL/DIV OF WWSS ASSOCIATES INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097839 | 7,362.14 |
| BRANDSAFWAY SERVICES INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097879 | 180,414.85 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80097774 | 202.70 |
| CORINNA REN DBA THE PNW DREAM | CONTRACTUAL SERVICES ACH PMT NO. - 80097846 | 700.00 |
| COUNTRY LOCK AND KEY INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097847 | 903.99 |
| DELL MARKETING LP %DELL USA LP | COMPUTERS ACH PMT NO. - 80097777 | 930.95 |
| DIVCO INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097851 | 5,134.48 |
| EASTSIDE ELECTRIC MOTORS INTEGRATED POWER SERVICES LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097853 | 4,131.10 |
| ECOICHEM ANALYTICS INC | REPAIR & MAINTENANCE SUPPLIES | |

| | | |
|---|-------------------------------|----------|
| | ACH PMT NO. - 80097780 | 447.26 |
| ELJAY OIL CO INC | MOTOR FUEL-OUTSIDE VENDOR | |
| | ACH PMT NO. - 80097781 | 2,111.26 |
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80097785 | 465.40 |
| FASTENAL CO | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80097785 | 955.30 |
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80097785 | 582.87 |
| FIRE CONTROL SPRINKLER SYSTEMS COMPANY INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097854 | 450.00 |
| HELFRICH BROTHERS BOILER WORKS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097858 | 9,855.78 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|-------------------------------|-----------|
| HYDRAULICS PLUS INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097861 | 4,666.88 |
| KENWORTH SALES COMPANY | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80097913 | 743.64 |
| NALCO CO | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80097869 | 3,163.19 |
| OIL RE-REFINING CO INC | HAZARDOUS WASTE DISPOSAL | |
| | ACH PMT NO. - 80097872 | 629.25 |
| PETE LIEN & SONS INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80097810 | 16,135.36 |
| PURE PROCESS FILTRATION INC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80097811 | 1,992.91 |
| SPOKANE INT'L AIRPORT | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80097883 | 348.48 |
| SPRING ENVIRONMENTAL INC | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80097884 | 525.00 |
| UNITEC DORSH LLC C/O UNITEC CORPORATION | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097887 | 463.25 |
| WEAR-TEK INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097891 | 8,447.52 |

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|---------------------------------------|-------|------------|
| TOTAL FOR 4490 - SOLID WASTE DISPOSAL | ----- | 262,171.53 |
|---------------------------------------|-------|------------|

4500 - SOLID WASTE COLLECTION

| | | |
|------------------|-----------------------------|----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80097764 | 1,650.18 |
| AVISTA UTILITIES | UTILITY NATURAL GAS | |
| | ACH PMT NO. - 80097764 | 2,952.92 |
| CORINNA REN | CONTRACTUAL SERVICES | |

| | | |
|----------------------|---|----------|
| DBA THE PNW DREAM | ACH PMT NO. - 80097846 | 3,500.00 |
| HOTSY OF SPOKANE LLC | OPERATING SUPPLIES ACH PMT NO. - 80097793 | 3,335.40 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80097753 | 40.65- |

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|---|-------|-----------|
| TOTAL FOR 4500 - SOLID WASTE COLLECTION | ----- | 11,397.85 |
|---|-------|-----------|

4530 - SOLID WASTE LANDFILLS

| | | |
|------------------|---|----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764 | 1,662.36 |
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|------------------|---|----------|
| JACOBS/CH2M HILL | CONTRACTUAL SERVICES ACH PMT NO. - 80097842 | 4,777.75 |
| STARPLEX CORP | ALARM/SECURITY SERVICES ACH PMT NO. - 80097820 | 1,870.00 |

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|--|-------|----------|
| TOTAL FOR 4530 - SOLID WASTE LANDFILLS | ----- | 8,310.11 |
|--|-------|----------|

4700 - DEVELOPMENT SVCS CENTER

| | | |
|--|--|--------|
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES ACH PMT NO. - 80097719 | 400.58 |
| US BANK TRAVEL CARD | LODGING ACH PMT NO. - 80097753 | 267.12 |
| VICTORIA SCHREIBEIS VPC ELECTRIC | PERMIT REFUNDS PAYABLE CHECK NO. - 00583324 | 10.00 |

| | | |
|--|-------|--------|
| TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER | ----- | 677.70 |
|--|-------|--------|

5100 - FLEET SERVICES FUND

| | | |
|--|---|-----------|
| ADVANCE AUTO PARTS | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583318 | 51.25 |
| AMERIGAS PROPANE LP DBA NORTHERN ENERGY | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097763 | 218.28 |
| AVISTA UTILITIES | COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80097764 | 24,786.45 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764 | 7,492.73 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80097764 | 392.69 |
| BECKER BUICK-GMC INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097767 | 84.22 |
| BOBCAT OF SPOKANE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097768 | 194.73 |

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|---|---|-----------|
| BRAD L WHITE dba SUPERIOR FLUID POWER | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097821 | 4,233.04 |
| BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097788 | 11,584.26 |
| CINTAS CORPORATION NO 3 LOC 606 | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097771 | 917.77 |
| CONNELL OIL INC DBA CO-ENERGY | LUBRICANTS ACH PMT NO. - 80097773 | 3,456.81 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|-----------|
| CUMMINS NORTHWEST LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097776 | 333.48 |
| CUMMINS NORTHWEST LLC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097776 | 5,139.71 |
| ELJAY OIL CO INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097781 | 3,352.24 |
| EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING | TOWING EXPENSE ACH PMT NO. - 80097783 | 1,032.51 |
| FORCE AMERICA DISTRIBUTING INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097801 | 1,036.31 |
| GENERAL FIRE EXTINGUISHER SERVICE INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097789 | 423.90 |
| GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097791 | 1,091.18 |
| GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097791 | 1,137.21 |
| GRAINGER INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097792 | 44.39 |
| GWP HOLDINGS LLC DBA DOBBS PETERBILT | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097779 | 6,907.78 |
| INDUSTRIAL WELDING CO INC | EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583322 | 12,740.74 |
| INLAND PACIFIC HOSE & FITTINGS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097795 | 98.04 |
| KENWORTH SALES COMPANY | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097797 | 387.82 |
| MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097814 | 3,333.38 |
| MOTION AUTO SUPPLY PARTS WHOLESALERS INC | MINOR EQUIPMENT ACH PMT NO. - 80097802 | 146.37 |
| MOTION AUTO SUPPLY PARTS WHOLESALERS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097802 | 1,551.90 |
| NAPA AUTO PARTS GENUINE PARTS CO | MINOR EQUIPMENT ACH PMT NO. - 80097804 | 377.13 |

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|--|---|----------|
| NAPA AUTO PARTS GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097804 | 1,799.34 |
| OXARC INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80097807 | 30.57 |
| O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583334 | 542.22 |

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12/27/21
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|----------|
| PACWEST MACHINERY LLC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097808 | 506.45 |
| PAPE MACHINERY INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097809 | 889.49 |
| RWC INTERNATIONAL LTD | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097812 | 208.26 |
| SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097816 | 3,997.14 |
| SPOKANE HOUSE OF HOSE INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097817 | 1,744.43 |
| TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097822 | 93.68 |
| TIFCO INDUSTRIES | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097823 | 93.24 |
| TITAN TRUCK EQUIPMENT | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097824 | 841.39 |
| TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583337 | 970.90 |
| ULRICK'S AUTOMATIC TRANSMISSION SERVICE INC | EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583338 | 2,616.61 |
| WENDLE FORD NISSAN ISUZU | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097829 | 3,687.40 |
| WENDLE FORD NISSAN ISUZU | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097829 | 1,743.74 |
| WESTSIDE MOTORSPORTS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097831 | 167.86 |
| WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097909 | 5,585.16 |

TOTAL FOR 5100 - FLEET SERVICES FUND

118,064.20

5200 - PUBLIC WORKS AND UTILITIES

| | | |
|---|--|----------|
| NUKEY REALTY 6419 N MONROE ST | REFUNDS CHECK NO. - 00583328 | 3.00 |
| SPOKANE NEIGHBORHOOD ACTION PARTNERS | CONTRACTUAL SERVICES ACH PMT NO. - 80097924 | 4,522.50 |
| STEPHEN & JUDITH MONGELLUZZO | REFUNDS | |

| | | |
|--------------------|----------------------|------|
| 4750 NW GANNET TER | CHECK NO. - 00583327 | 3.00 |
|--------------------|----------------------|------|

| | | |
|-------------------------------|----------------------|------|
| THE ESTATE OF EVELYN L BURGER | REFUNDS | |
| 13810 SE 27TH AVE | CHECK NO. - 00583329 | 3.86 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

12/27/21
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|---|----------|
| TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES | 4,532.36 |
|---|----------|

5300 - IT FUND

| | | |
|--|---|-----------|
| AZTECA SYSTEMS INC | SOFTWARE MAINTENANCE ACH PMT NO. - 80097895 | 300.00 |
| DLT SOLUTIONS LLC dba DLT SOLUTIONS | SOFTWARE MAINTENANCE ACH PMT NO. - 80097778 | 2,147.13 |
| NORTHWEST OPEN ACCESS NETWORK | TELEPHONE ACH PMT NO. - 80097917 | 2,550.00 |
| PITNEY BOWES | OPERATING RENTALS/LEASES CHECK NO. - 00583380 | 8,052.08 |
| RIVER PARK SQUARE LLC | OPERATING RENTALS/LEASES ACH PMT NO. - 80097922 | 800.00 |
| SHI CORP | SOFTWARE MAINTENANCE ACH PMT NO. - 80097813 | 33,215.53 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80097753 | 233.20- |

| | |
|--------------------------|-----------|
| TOTAL FOR 5300 - IT FUND | 46,831.54 |
|--------------------------|-----------|

5310 - IT CAPITAL REPLACEMENT FUND

| | | |
|---------------------------|--|------------|
| COMPUNET INC LB 410802 | COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80097901 | 105,087.46 |
|---------------------------|--|------------|

| | |
|--|------------|
| TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND | 105,087.46 |
|--|------------|

5400 - REPROGRAPHICS FUND

| | | |
|---------------|--|--------|
| WCP SOLUTIONS | OPERATING SUPPLIES ACH PMT NO. - 80097830 | 170.14 |
|---------------|--|--------|

| | |
|-------------------------------------|--------|
| TOTAL FOR 5400 - REPROGRAPHICS FUND | 170.14 |
|-------------------------------------|--------|

5600 - ACCOUNTING SERVICES

| | | |
|-----------------|--|--------|
| ALLIED ENVELOPE | PRINTING/BINDING/REPRO ACH PMT NO. - 80097762 | 251.53 |
|-----------------|--|--------|

| | |
|--------------------------------------|--------|
| TOTAL FOR 5600 - ACCOUNTING SERVICES | 251.53 |
|--------------------------------------|--------|

5800 - RISK MANAGEMENT FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------------|------------------------|------------|
| US BANK OR CITY TREASURER | INSURANCE CLAIMS | |
| LIABILITY CLAIMS | ACH PMT NO. - 80097888 | 138,935.12 |

| | |
|---------------------------------------|------------|
| TOTAL FOR 5800 - RISK MANAGEMENT FUND | 138,935.12 |
|---------------------------------------|------------|

5830 - EMPLOYEES BENEFITS FUND

| | | |
|----------------------------|------------------------|-----------|
| DELTA DENTAL OF WASHINGTON | INSURANCE CLAIMS | |
| | ACH PMT NO. - 80097904 | 34,844.15 |

| | | |
|------------------------|------------------------|------------|
| PREMERA BLUE CROSS OR | INSURANCE CLAIMS | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80097876 | 620,296.85 |

| | |
|--|------------|
| TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND | 655,141.00 |
|--|------------|

5900 - ASSET MANAGEMENT FUND OPS

| | | |
|-------------------------------|------------------------------|----------|
| COEUR D'ALENE SERVICE STATION | BUILDING REPAIRS/MAINTENANCE | |
| EQUIPMENT | ACH PMT NO. - 80097900 | 6,376.38 |

| | | |
|-------------------------------|-------------------------------|--------|
| COEUR D'ALENE SERVICE STATION | REPAIR & MAINTENANCE SUPPLIES | |
| EQUIPMENT | ACH PMT NO. - 80097900 | 682.99 |

| | | |
|---------------------------|-------------------------------|----------|
| K & N ELECTRIC MOTORS INC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80097912 | 1,959.06 |

| | | |
|----------|-------------------------------|----------|
| NALCO CO | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80097915 | 2,084.78 |

| | | |
|--------------------------------|------------------------------|----------|
| PROFESSIONAL CRANE INSPECTIONS | BUILDING REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097920 | 1,628.78 |

| | | |
|--------------------------------|-------------------------------|--------|
| PROFESSIONAL CRANE INSPECTIONS | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80097920 | 358.74 |

| | | |
|----------------------|------------------------|--------|
| RESOURCE SYNERGY LLC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80097921 | 613.99 |

| | | |
|---------------|-------------------------|----------|
| STARPLEX CORP | ALARM/SECURITY SERVICES | |
| | ACH PMT NO. - 80097927 | 1,567.50 |

| | |
|--|-----------|
| TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS | 15,272.22 |
|--|-----------|

5901 - ASSET MANAGEMENT FUND CAPITAL

| | | |
|--------------------|------------------------------|-----------|
| CAMERON-REILLY LLC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80097840 | 18,620.46 |

| | |
|--|-----------|
| TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL | 18,620.46 |
|--|-----------|

5903 - PROPERTY ACQUISITION FIRE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| DATEC INC | MINOR EQUIPMENT ACH PMT NO. - 80097848 | 1,604.04 |
| L N CURTIS & SONS | MINOR EQUIPMENT ACH PMT NO. - 80097727 | 29,684.10 |
| SIX ROBBLEES INC | VEHICLES CHECK NO. - 00583344 | 11.38 |
| TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE | | 31,299.52 |

6200 - FIREFIGHTERS' PENSION FUND

| | | |
|--|---|-----------|
| APRIA HEALTHCARE INC | SERVICE REIMBURSEMENT CHECK NO. - 00583296 | 520.92 |
| BROOKDALE SENIOR LIVING COMMUNITIES INC | SERVICE REIMBURSEMENT CHECK NO. - 00583299 | 11,552.00 |
| CONSONUS PHARMACY SERVICES WASHINGTON LLC | SERVICE REIMBURSEMENT CHECK NO. - 00583301 | 13.53 |
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT ACH PMT NO. - 80097904 | 2,613.00 |
| FAIRWINDS SPOKANE LLC | SERVICE REIMBURSEMENT CHECK NO. - 00583375 | 28,820.00 |
| FAIRWINDS SPOKANE LLC | SERVICE REIMBURSEMENT CHECK NO. - 00583375 | 5,330.00 |
| GN HEARING CARE CORPORATION DBA BELTONE | SERVICE REIMBURSEMENT CHECK NO. - 00583303 | 115.50 |
| HEALTH SERVICES SEATTLE LLC DBA MIRACLE EAR | SERVICE REIMBURSEMENT CHECK NO. - 00583376 | 143.00 |
| MICHAEL J RABEL | SERVICE REIMBURSEMENT CHECK NO. - 00583335 | 1,015.35 |
| MICHAEL ROGERS | SERVICE REIMBURSEMENT CHECK NO. - 00583310 | 10.00 |
| OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC | SERVICE REIMBURSEMENT CHECK NO. - 00583307 | 4,356.34 |
| ORCHARD CREST RETIREMENT LLC | SERVICE REIMBURSEMENT CHECK NO. - 00583308 | 7,095.00 |
| ORCHARD CREST RETIREMENT LLC | SERVICE REIMBURSEMENT CHECK NO. - 00583308 | 2,920.00 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT ACH PMT NO. - 80097876 | 69,713.99 |
| SPOKANE CARE GROUP LLC dba PINE RIDGE ALZHEIMER'S | SERVICE REIMBURSEMENT CHECK NO. - 00583311 | 5,900.00 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

12/27/21
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|------------------------|-----------------------|
| SPOKANE CARE GROUP LLC | SERVICE REIMBURSEMENT |
|------------------------|-----------------------|

| | | |
|----------------------------|----------------------|----------|
| dba PINE RIDGE ALZHEIMER'S | CHECK NO. - 00583311 | 1,828.00 |
|----------------------------|----------------------|----------|

| | | |
|--------------|-----------------------|--------|
| WELDON WOLFE | SERVICE REIMBURSEMENT | |
| | CHECK NO. - 00583314 | 458.22 |

| | |
|---|------------|
| TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND | 142,404.85 |
|---|------------|

6230 - BUILDING CODE RECORDS MGMT

| | | |
|--------------------|----------------------|----------|
| WA STATE TREASURER | CONTRACTUAL SERVICES | |
| | CHECK NO. - 00583312 | 3,554.95 |

| | |
|---|----------|
| TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT | 3,554.95 |
|---|----------|

6250 - MUNICIPAL COURT

| | | |
|--------------------|----------------------|-----------|
| WA STATE TREASURER | CONTRACTUAL SERVICES | |
| | CHECK NO. - 00583312 | 66,334.35 |

| | |
|----------------------------------|-----------|
| TOTAL FOR 6250 - MUNICIPAL COURT | 66,334.35 |
|----------------------------------|-----------|

6300 - POLICE PENSION

| | | |
|-------------------------|-----------------------|----------|
| CRISTA SENIOR COMMUNITY | SERVICE REIMBURSEMENT | |
| ASSISTED LIVING | CHECK NO. - 00583302 | 5,975.00 |

| | | |
|-------------------------|-----------------------|----------|
| CRISTA SENIOR COMMUNITY | SERVICE REIMBURSEMENT | |
| ASSISTED LIVING | CHECK NO. - 00583302 | 2,000.00 |

| | | |
|----------------------------|------------------------|--------|
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT | |
| | ACH PMT NO. - 80097904 | 701.00 |

| | | |
|-----------------------|-----------------------|----------|
| FAIRWINDS SPOKANE LLC | SERVICE REIMBURSEMENT | |
| | CHECK NO. - 00583375 | 8,280.00 |

| | | |
|-----------------------|-----------------------|----------|
| FAIRWINDS SPOKANE LLC | SERVICE REIMBURSEMENT | |
| | CHECK NO. - 00583375 | 1,890.00 |

| | | |
|-----------------------------|-----------------------|--------|
| HEALTH SERVICES SEATTLE LLC | SERVICE REIMBURSEMENT | |
| DBA MIRACLE EAR | CHECK NO. - 00583304 | 122.40 |

| | | |
|------------------------|------------------------|-----------|
| PREMERA BLUE CROSS OR | SERVICE REIMBURSEMENT | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80097876 | 27,581.76 |

| | | |
|-----------|-----------------------|--------|
| REX OLSON | SERVICE REIMBURSEMENT | |
| | CHECK NO. - 00583306 | 117.70 |

| | | |
|-------------|-----------------------|--------|
| RICKY HAYES | SERVICE REIMBURSEMENT | |
| | CHECK NO. - 00583321 | 700.18 |

| | | |
|---------------|------------------------|-------|
| ROBERT WALKER | SERVICE REIMBURSEMENT | |
| | ACH PMT NO. - 80097757 | 24.87 |

| | |
|---------------------|----------|
| HONORABLE MAYOR | 12/27/21 |
| AND COUNCIL MEMBERS | PAGE 21 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|-----------------------|----------|
| UNITED METHODIST HOMES | SERVICE REIMBURSEMENT | |
| dba ROCKWOOD SOUTH HILL | CHECK NO. - 00583309 | 7,107.00 |

| | |
|---------------------------------|-----------|
| TOTAL FOR 6300 - POLICE PENSION | 54,499.91 |
|---------------------------------|-----------|

6960 - SALARY CLEARING FUND NEW

GORDON AYLWORTH & TAMI PC ASSET ACCEPTANCE, LLC
CHECK NO. - 00583379 1,996.29

VALLEY EMPIRE COLLECTION VALLEY EMPIRE COLLECTION
CHECK NO. - 00583381 935.79

TOTAL FOR 6960 - SALARY CLEARING FUND NEW 2,932.08

TOTAL CLAIMS 2,866,896.38

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

01/10/2022

Date Rec'd

1/13/2021

Clerk's File #

CPR 2022-0002

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

ACCOUNTING

Contact Name/Phone

DERREK DANIELS 625-6005

Project #**Contact E-Mail**

DDANIELS@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: 1/3/2022.
Total:\$10,710,739.06 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$10,455,779.36

Summary (Background)

Pages 1-52 Check numbers: 583383- 583526 ACH payment numbers: 97932- 98202 On file for review in City
Clerks Office: 52 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 10,455,779.36

Various

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other**Division Director**

WALLACE, TONYA

Council Sponsor**Finance**

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 52

APPROVAL FUND SUMMARY

DATE: 01/03/22
TIME: 13:22
PAGE: 1

| FUND | FUND NAME | AMOUNT |
|--------|--------------------------------|--------------|
| ---- | ----- | ----- |
| 0100 | GENERAL FUND | 540,133.45 |
| 1100 | STREET FUND | 216,550.52 |
| 1200 | CODE ENFORCEMENT FUND | 22,917.58 |
| 1300 | LIBRARY FUND | 60,404.17 |
| 1380 | TRAFFIC CALMING MEASURES | 5,104.50 |
| 1400 | PARKS AND RECREATION FUND | 88,368.88 |
| 1460 | PARKING METER REVENUE FUND | 8,769.74 |
| 1560 | FORFEITURES & CONTRIBUTION FND | 63,272.00 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 34,621.72 |
| 1625 | PUBLIC SAFETY PERSONNEL FUND | 17,039.24 |
| 1630 | COMBINED COMMUNICATIONS CENTER | 15,384.82 |
| 1640 | COMMUNICATIONS BLDG M&O FUND | 28.43 |
| 1680 | CD/HS OPERATIONS | 6,793.96 |
| 1910 | CRIMINAL JUSTICE ASSISTANCE FD | 21.42 |
| 1940 | CHANNEL FIVE EQUIPMENT RESERVE | 8,371.57 |
| 1970 | FIRE/EMS FUND | 347,808.10 |
| 3200 | ARTERIAL STREET FUND | 852,263.34 |
| 3502 | UNIVERSITY DISTRICT LRF | 53,649.99 |
| 4100 | WATER DIVISION | 392,679.77 |
| 4250 | INTEGRATED CAPITAL MANAGEMENT | 254,069.96 |
| 4300 | SEWER FUND | 366,026.13 |
| 4480 | SOLID WASTE FUND | 1,808,073.00 |
| 4600 | GOLF FUND | 13,825.15 |
| 4700 | DEVELOPMENT SVCS CENTER | 37,235.58 |
| 5100 | FLEET SERVICES FUND | 257,038.27 |
| 5200 | PUBLIC WORKS AND UTILITIES | 35,651.59 |
| 5300 | IT FUND | 53,190.28 |
| 5400 | REPROGRAPHICS FUND | 2,042.94 |
| 5500 | PURCHASING & STORES FUND | 3,344.62 |
| 5600 | ACCOUNTING SERVICES | 19,131.36 |
| 5700 | MY SPOKANE | 3,948.00 |
| 5750 | OFFICE OF PERFORMANCE MGMT | 10,753.64 |
| 5800 | RISK MANAGEMENT FUND | 9,294.31 |
| 5810 | WORKERS' COMPENSATION FUND | 3,394.09 |
| 5820 | UNEMPLOYMENT COMPENSATION FUND | 33.18 |
| 5830 | EMPLOYEES BENEFITS FUND | 1,410,317.80 |
| 5900 | ASSET MANAGEMENT FUND OPS | 39,707.11 |
| 5903 | PROPERTY ACQUISITION FIRE | 2,522.78 |
| 6060 | EMPLOYEES' RETIREMENT FUND | 2,024.13 |
| 6070 | FIREFIGHTERS' PENSION FUND | 7,576.09 |
| 6080 | POLICE PENSION FUND | 6,643.48 |
| 6255 | LAW ENFORCEMENT RECORDS MGMT | 32,515.00 |
| 6960 | SALARY CLEARING FUND NEW | 2,734,207.91 |
| TOTAL: | | 9,846,749.60 |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 52

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/03/22
TIME: 13:23
PAGE: 1

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|----------|---------|-------|
| | USE TAX AMOUNTS | 7,516.94 | 24.97 | |
| 00583383 | ADVANCE AUTO PARTS | 301.89 | | |
| 00583384 | DIRECT AUTOMOTIVE DISTRIBUTI | 3,111.05 | | |
| 00583385 | DISHMAN DODGE INC | 144.62 | | |
| 00583386 | INLAND EMPIRE FIRE PROTECTIO | 918.65 | | |
| 00583387 | JIT TRUCK PARTS LLC | 4,708.81 | | |
| 00583388 | LEAVITT MACHINERY USA INC | 303.29 | | |
| 00583389 | O'REILLY AUTOMOTIVE STORES I | 0.45 | | |
| 00583390 | OWEN EQUIPMENT CO | 73.91 | | |
| 00583391 | ROTO-ROOTER/DIV OF | 5,958.42 | | |
| 00583392 | SAFETY KLEEN CORPORATION | 1,799.51 | | |
| 00583393 | SIX ROBBLEES INC | 245.18 | | |
| 00583394 | TRUCKPRO HOLDING CORPORATION | 715.41 | | |
| 00583395 | CENTER POINT PUBLISHING INC | | 277.44 | |
| 00583396 | AUDUBON VETERINARY CLINIC | 103.64 | | |
| 00583397 | BOTACH INC | 403.04 | | |
| 00583398 | BROADWAY TRUCK STOP/DIV OF | 60.00 | | |
| 00583399 | CENTURYLINK | 2,164.80 | | |
| 00583400 | TESTAMERICA LABORATORIES INC | 172.00 | | |
| 00583401 | HACH COMPANY | 1,953.07 | | |
| 00583402 | JODY DASHIELL COURT REPORTIN | 32.50 | | |
| 00583403 | KELLER SUPPLY COMPANY | 2,355.50 | | |
| 00583404 | DURIS CONSTRUCTION LLC | 8.50 | | |
| 00583405 | RAPTOR ROOTER & PLUMBING LLC | 15.00 | | |
| 00583406 | STURM HEATING & A/C | 20.00 | | |
| 00583407 | PATRICK HAWKINS | 237.00 | | |
| 00583408 | PAMELA FLIPPINS | 45.00 | | |
| 00583409 | FRATELLIS LLC | 788.45 | | |
| 00583410 | FRATELLIS LLC | 688.55 | | |
| 00583411 | SH DRYWALL | 75.00 | | |
| 00583412 | MACKIN & LITTLE INC | 184.00 | | |
| 00583413 | GRAND COULEE BUILDING PARTNE | 165.00 | | |
| 00583414 | FAITHFUL HAND HANDYMAN LLC | 138.00 | | |
| 00583415 | SETH MAEFSKEY | 100.00 | | |
| 00583416 | INFINITE ELECTRIC | 15.00 | | |
| 00583417 | STURM HEATING & A/C | 40.00 | | |
| 00583418 | NORTH SPOKANE IRRIGATION | 31.51 | | |
| 00583419 | SPOKANE CITY TREASURER | 75.00 | | |
| 00583420 | SWANSON'S REFRIGERATION & | 127.51 | | |
| 00583421 | T-MOBILE | 658.00 | | |
| 00583422 | T-MOBILE | 90.77 | | |
| 00583423 | US BANK | 360.23 | | |
| 00583424 | WA STATE DEPT OF NATURAL | 24.31 | | |
| 00583425 | WA STATE DEPT OF ECOLOGY | 2,463.64 | | |
| 00583426 | WA STATE DEPT OF LICENSING | 8.40 | | |
| 00583427 | ABADAN REPROGRAPHICS | 1,324.47 | | |
| 00583428 | CENTURYLINK | 132.60 | | |
| 00583429 | TESTAMERICA LABORATORIES INC | 86.00 | | |
| 00583430 | KYLE MICHAEL FINK | 120.00 | | |
| 00583431 | SPOKANE COUNTY TREASURER | 34.25 | | |
| 00583432 | ARTHUR CONKLIN | 49.25 | | |
| 00583433 | MARIANO VENTURA | 49.25 | | |
| 00583434 | ANDREW CULTUM | 49.25 | | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 52

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/03/22
TIME: 13:23
PAGE: 2

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|--------------|-----------|-----------|
| 00583435 | SHERMAN GRAHAM | 49.25 | | |
| 00583436 | GEORGE WATERS | 49.25 | | |
| 00583437 | DEVON BARBOUR | 49.25 | | |
| 00583438 | DUWETT O'NEAL | 49.25 | | |
| 00583439 | AMERIWEST ELECTRIC | 25.00 | | |
| 00583440 | WOOD RUN RENOVATE & REPAIR L | 25.00 | | |
| 00583441 | RYAN BROWN | 100.00 | | |
| 00583442 | THE MEN'S WEARHOUSE INC | 21.80 | | |
| 00583443 | EDWARD JAMES NEAL | 60.00 | | |
| 00583444 | THERESA PELLHAM | 484.46 | | |
| 00583445 | PITNEY BOWES | 2,180.00 | | |
| 00583446 | ROTO-ROOTER/DIV OF | 291.58 | | |
| 00583447 | WILL SCHMITT | 180.00 | | |
| 00583448 | T-MOBILE | 20.96 | | |
| 00583449 | UNITED PARCEL SERVICE | 104.20 | | |
| 00583450 | UNIVAR SOLUTIONS USA INC | 11,858.13 | | |
| 00583451 | US BANK | 19,741.44 | | |
| 00583452 | WA STATE DEPT OF LICENSING | 32,199.00 | | |
| 00583453 | WESTERN SYSTEMS INC | 3,209.51 | | |
| 00583454 | IGC HORTICULTURAL SERVICES L | | | 4,865.62 |
| 00583455 | KHQ INC | | | 13,785.00 |
| 00583456 | STONEWAY ELECTRIC SUPPLY | | | 99.26 |
| 00583457 | WA STATE DEPT OF NATURAL | | | 248.19 |
| 00583509 | ADVANCE AUTO PARTS | 308.43 | | |
| 00583510 | ADVANCED PAGING & | 313.92 | | |
| 00583511 | CENTURYLINK | 7,650.31 | | |
| 00583512 | DIRECT AUTOMOTIVE DISTRIBUTI | 1,441.47 | | |
| 00583513 | EMPLOYMENT SECURITY DEPT | 280.40 | | |
| 00583514 | GENERAL DYNAMICS INFORMATION | 36,773.00 | | |
| 00583515 | FELIX HAYNES | 360.00 | | |
| 00583516 | JESSE HERBOLDT | 180.00 | | |
| 00583517 | ICMA RETIREMENT TRUST 457 | 165,647.11 | | |
| 00583518 | ING LIFE INSURANCE & ANNUITY | 107,781.20 | | |
| 00583519 | COLLECTION SERVICE CENTER | 191.19 | | |
| 00583520 | PEOPLE QUALIFIED COMMITTEE | 7.00 | | |
| 00583521 | UNITED METHODIST HOMES | 61.12 | | |
| 00583522 | US BANK OR CITY TREASURER | 1,655,044.66 | | |
| 00583523 | WA STATE SUPPORT REGISTRY OR | 340.46 | | |
| 00583524 | JUNE WALLACE | 1,040.32 | | |
| 00583525 | WASHINGTON LEOFF | 1,295,979.81 | | |
| 00583526 | THOMAS W MCLANE | 25,968.75 | | |
| 80097932 | AVISTA UTILITIES | | 1,408.43 | |
| 80097933 | BAKER & TAYLOR BOOKS | | 16,324.36 | |
| 80097934 | BATTERY SYSTEMS INC | 1,492.07 | | |
| 80097935 | CENGAGE LEARNING INC | | 1,265.80 | |
| 80097936 | CINTAS CORPORATION NO 3 | 927.32 | 38.15 | |
| 80097937 | CLEAN ENERGY INC | 315.98 | | |
| 80097938 | COCHRAN INC | | | 3,052.00 |
| 80097939 | COEUR D'ALENE SERVICE STATIO | 3,702.42 | | |
| 80097940 | COFFMAN ENGINEERS INC | 2,080.37 | | |
| 80097941 | CONNELL OIL INC | 362.04 | | |
| 80097942 | STEVE CONNER | | | 2,591.72 |
| 80097943 | CONTROL SOLUTIONS NW INC | 61.32 | | |

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CITY OF SPOKANE
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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|-----------------------|--------|---------|-------|
| 80097944 | COPIERS NORTHWEST INC | 129.20 | | |

| | | | |
|----------|-------------------------------|------------|-----------|
| 80097945 | CREEK AT QUALCHAN GOLF COURS | | 1,246.30 |
| 80097946 | CUMMINS NORTHWEST LLC | 17,190.75 | |
| 80097947 | GWP HOLDINGS LLC | 6,149.25 | |
| 80097948 | EVERGREEN STATE TOWING LLC | 858.92 | |
| 80097949 | SHELLEY FAIRWEATHER-VEGA | | 102.46 |
| 80097950 | FASTENAL CO | 615.19 | |
| 80097951 | FIVE STAR PLUMBING | 4,677.19 | |
| 80097952 | GARCO CONSTRUCTION INC | | 84,486.45 |
| 80097953 | BRIDGESTONE AMERICAS INC | 2,651.57 | |
| 80097954 | GMCO CORP | 81,412.61 | |
| 80097955 | WINGFOOT COMMERCIAL TIRE | 8,095.63 | |
| 80097956 | GRAINGER INC | 111.04 | |
| 80097957 | GROUP 4 ARCHITECTURE, RESEARC | | 34,492.85 |
| 80097958 | HUMANIX HUMAN RESOURCE | | 1,786.00 |
| 80097959 | INDUSTRIAL BOLT & SUPPLY INC | 1,259.69 | |
| 80097960 | INLAND PACIFIC HOSE & FITTIN | 39.08 | |
| 80097961 | KAISER FOUNDATION HEALTH PLA | 186,970.92 | |
| 80097962 | KENWORTH SALES COMPANY | 284.18 | |
| 80097963 | KNIGHT CONSTRUCTION & | 522,930.54 | |
| 80097964 | LAKESIDE INDUSTRIES | 4,988.39 | |
| 80097965 | MAKERS ARCHITECTURE & URBAN | 3,070.00 | |
| 80097966 | MCKINSTRY ESSENTION LLC | | 7,700.00 |
| 80097967 | MCKINSTRY CO LLC | 26,858.70 | |
| 80097968 | MIDWEST TAPE | | 992.93 |
| 80097969 | MODERN MACHINERY CO INC | 312.51 | |
| 80097970 | MOTION AUTO SUPPLY | 594.89 | |
| 80097971 | MWH CONSTRUCTORS INC & | 3,389.36 | |
| 80097972 | NAPA AUTO PARTS | 3,116.14 | |
| 80097973 | NORCO INC | 6.54 | |
| 80097974 | OCHOCO MANUFACTURING CORP | 931.26 | |
| 80097975 | WORKSPACE DEVELOPMENT LLC | | 25,940.83 |
| 80097976 | PAPE MACHINERY INC | 240.48 | |
| 80097977 | PROFESSIONAL CRANE INSPECTIO | 1,596.27 | |
| 80097978 | RWC INTERNATIONAL LTD | 176.96 | |
| 80097979 | SANDBAGGERS CLUB LLC | | 188.00 |
| 80097980 | SITEONE LANDSCAPE SUPPLY LLC | 426.21 | |
| 80097981 | SPECIALTY MOBILE MIX INC | 681.25 | |
| 80097982 | SPOKANE HOUSE OF HOSE INC | 2,120.28 | |
| 80097983 | BRENDA MARTINSON | | 1,210.97 |
| 80097984 | BRAD L WHITE | 3,004.80 | |
| 80097985 | TACOMA SCREW PRODUCTS INC | 2,719.07 | |
| 80097986 | TIFCO INDUSTRIES | 139.73 | |
| 80097987 | TITAN TRUCK EQUIPMENT | 177.39 | |
| 80097988 | WAUSAU EQUIPMENT INC | 897.68 | |
| 80097989 | WENDLE FORD NISSAN ISUZU | 1,503.78 | |
| 80097990 | WESTERN REFUSE & RECYCLING | 202.13 | |
| 80097991 | WESTERN STATES EQUIPMENT CO | 3,426.01 | |
| 80097992 | MICAELA MARTINEZ | 141.69 | |
| 80097993 | ABC LEGAL HOLDINGS LLC | 340.00 | |
| 80097994 | ACTION MATERIALS | 428.89 | |
| 80097995 | ADVANCED TRAFFIC PRODUCTS IN | 12,357.52 | |
| 80097996 | ALCOHOL MONITORING SYSTEMS I | 21.42 | |

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|----------|---------|-------|
| 80097997 | ALLIED ENVELOPE | 112.60 | | |
| 80097998 | ALS LABORATORY GROUP | 848.00 | | |
| 80097999 | ALSCO DIVISION OF ALSCO INC | 1,526.54 | | |
| 80098000 | AM HARDWARE CO | 2,308.68 | | |
| 80098001 | NORTHWEST INDUSTRIAL SERVICE | 65.00 | | |

| | | | |
|----------|------------------------------|-----------|----------|
| 80098002 | AUBURN FILTER SENSE LLC | 2,615.00 | |
| 80098003 | AVISTA UTILITIES | 15,292.46 | |
| 80098004 | BUDINGER & ASSOCIATES INC | 5,335.47 | |
| 80098005 | CDW GOVERNMENT INC | 3,937.90 | |
| 80098006 | CINTAS CORPORATION NO 3 | 19,796.15 | |
| 80098007 | CITY SERVICE VALCON LLC | 12,995.94 | |
| 80098008 | COFFMAN ENGINEERS INC | 330.00 | |
| 80098009 | COLUMBIA ELECTRIC SUPPLY/DIV | 6,405.00 | |
| 80098010 | CONSOLIDATED SUPPLY CO | 9,738.10 | |
| 80098011 | CONTRACT DESIGN ASSOCIATES I | 3,674.46 | |
| 80098012 | COPIERS NORTHWEST INC | 252.80 | |
| 80098013 | CORE & MAIN LP | 28,709.67 | |
| 80098014 | DELL MARKETING LP | 6,678.02 | |
| 80098015 | DEVRIES INFORMATION MANAGEME | 7.98 | |
| 80098016 | ENVIRO-CLEAN EQUIPMENT INC | 34,632.54 | |
| 80098017 | FASTENAL CO | 5,038.88 | |
| 80098018 | ENCORE VENTURES LLC | 99.20 | |
| 80098019 | FEDERAL EXPRESS CORP/DBA FED | 300.61 | |
| 80098020 | GORLEY LOGISTICS LLC | 43.49 | |
| 80098021 | GALLS LLC | 52.26 | |
| 80098022 | GRAYBAR ELECTRIC COMPANY INC | 251.43 | |
| 80098023 | H D FOWLER COMPANY | 212.51 | |
| 80098024 | HASKINS STEEL CO INC | 1,331.41 | |
| 80098025 | INLAND ENVIRONMENTAL RESOURC | 7,572.47 | |
| 80098026 | INLAND POWER & LIGHT CO | 250.10 | |
| 80098027 | KYOCERA DOCUMENT SOLUTIONS | 63.01 | |
| 80098028 | LLUMIN INC | 3,780.00 | |
| 80098029 | L&T TRUCK DRIVER TRAINING IN | 4,200.00 | |
| 80098030 | MAGNET FORENSICS USA INC | 4,905.00 | |
| 80098031 | NAPA AUTO PARTS | 35.44 | |
| 80098032 | NEPTUNE TECHNOLOGY GROUP INC | 2,162.76 | |
| 80098033 | NORCO INC | 182.03 | |
| 80098034 | OXARC INC | 523.88 | |
| 80098035 | POINTE PEST CONTROL | 114.35 | |
| 80098036 | RIVER PARK SQUARE LLC | 325.00 | |
| 80098037 | SHI CORP | 14,571.01 | |
| 80098038 | SITEONE LANDSCAPE SUPPLY LLC | 1,710.96 | |
| 80098039 | SPOKANE INT'L AIRPORT | 100.00 | |
| 80098040 | STELLAR INDUSTRIAL SUPPLY IN | 20.22 | |
| 80098041 | TRANSPORT EQUIPMENT INC | 579.31 | |
| 80098042 | UNIV DIST PUBLIC DEV AUTHORI | 53,649.99 | |
| 80098043 | VERIZON WIRELESS | 9,343.60 | |
| 80098044 | WCP SOLUTIONS | 469.45 | |
| 80098045 | KLEINCO INTERNATIONAL INC | | 4,030.87 |
| 80098046 | ACTION MATERIALS | | 926.50 |
| 80098047 | AIRGAS SPECIALTY PRODUCTS IN | 6,681.25 | |
| 80098048 | ALPINE PRODUCTS INC | 29,752.64 | |
| 80098049 | ALSCO DIVISION OF ALSCO INC | 17.17 | |

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|---------------------------|------------|---------|--------|
| 80098050 | AMERIGAS PROPANE LP | | | 233.21 |
| 80098051 | ARAMARK UNIFORM SERVICES | 154.98 | | |
| 80098052 | AVISTA UTILITIES | 355.51 | | |
| 80098053 | BARR-TECH LLC | 122,560.63 | | |
| 80098054 | AARON BIBBY | 60.00 | | |
| 80098055 | BIG BELLY SOLAR LLC | 36,004.88 | | |
| 80098056 | BUDINGER & ASSOCIATES INC | 1,584.97 | | |
| 80098057 | BUNKER TRI-CITIIES LLC | 12,818.40 | | |
| 80098058 | C & C YARD CARE | 1,373.40 | | |

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|----------|------------------------------|------------|----------|
| 80098059 | CARL MAXEY CENTER | 213,088.11 | |
| 80098060 | CATHOLIC CHARITIES | 90,166.83 | |
| 80098061 | CHASE YOUTH FOUNDATION | 11,000.00 | |
| 80098062 | CITY SERVICE VALCON LLC | 6,333.90 | 6,985.13 |
| 80098063 | CONTRACT DESIGN ASSOCIATES I | 2,819.72 | |
| 80098064 | COPIERS NORTHWEST INC | 3,858.55 | |
| 80098065 | DUKE'S ROOT CONTROL INC | 44,635.34 | |
| 80098066 | ELJAY OIL CO INC | 2,369.60 | |
| 80098067 | ENGINEERING SERVICES & | 1,421.19 | |
| 80098068 | FASTENAL CO | 403.64 | |
| 80098069 | GORLEY LOGISTICS LLC | 112.98 | |
| 80098070 | GALLS LLC | 14,268.49 | |
| 80098071 | GENERAL FIRE EXTINGUISHER | | 529.02 |
| 80098072 | GENERAL KINEMATICS CORPORATI | 7,074.96 | |
| 80098073 | GOODWILL INDUSTRIES OF THE | 196,811.81 | |
| 80098074 | WINGFOOT COMMERCIAL TIRE | 3,128.92 | |
| 80098075 | GRAINGER INC | 936.64 | 2,277.66 |
| 80098076 | ARCHBRIGHT INC | 3,780.00 | |
| 80098077 | HATCH ASSOCIATES CONSULTANTS | 147,112.36 | |
| 80098078 | HRA VEBA TRUST | 2,557.50 | |
| 80098079 | HURRICANE BUTTERFLY LAW | 554.45 | |
| 80098080 | ICON CORPORATION | 475.24 | |
| 80098081 | INLAND ENVIRONMENTAL RESOURC | 7,274.44 | |
| 80098082 | KENWORTH SALES COMPANY | 743.64 | |
| 80098083 | KEY CODE MEDIA INC | 4,715.95 | |
| 80098084 | LANGUAGE LINE SERVICES | 8.13 | |
| 80098085 | LINN MACHINE & MFG | 833.85 | |
| 80098086 | LOOMIS ARMORED US INC | 857.97 | |
| 80098087 | MURRAYSMITH INC | 32,127.50 | |
| 80098088 | NAPA AUTO PARTS | 286.26 | |
| 80098089 | NORCO INC | 984.32 | |
| 80098090 | NORTHSTAR CHEMICAL INC | 2,009.09 | |
| 80098091 | NOVUS AUTO GLASS | 1,205.12 | |
| 80098092 | OLIN CORPORATION | 23,158.70 | |
| 80098093 | OXARC INC | | 6.21 |
| 80098094 | PETE LIEN & SONS INC | 31,437.60 | |
| 80098095 | POINTE PEST CONTROL | 1,466.05 | |
| 80098096 | PREMERA BLUE CROSS OR | 253,472.39 | |
| 80098097 | BRANDSAFWAY SERVICES INC | 980.10 | |
| 80098098 | SHI CORP | 1,907.76 | |
| 80098099 | SIGNS FOR SUCCESS INC | 247.47 | |
| 80098100 | SIMPLIFILE LC | 6,790.40 | |
| 80098101 | SITEONE LANDSCAPE SUPPLY LLC | 426.21 | 46.03 |
| 80098102 | SOLID WASTE SYSTEMS INC | 21,046.78 | |

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CITY OF SPOKANE
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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|------------|---------|----------|
| 80098103 | SPOKANE COUNTY HUMAN RIGHTS | 1,000.00 | | |
| 80098104 | SPOKANE FIRE FIGHTERS BENEFI | 674,467.34 | | |
| 80098105 | SPOKANE INT'L AIRPORT | 120.00 | | |
| 80098106 | SPOKANE PRO CARE INC | 346.62 | | |
| 80098107 | COWLES PUBLISHING COMPANY | 93.06 | | 143.00 |
| 80098108 | SPRING ENVIRONMENTAL INC | 4,900.00 | | |
| 80098109 | STANDARD DIGITAL PRINT CO IN | | | 25.72 |
| 80098110 | STAR RENTALS & SALES | | | 330.31 |
| 80098111 | STRUCTURED COMMUNICATION | 2,363.23 | | |
| 80098112 | SUNBELT RENTALS INC | | | 1,733.27 |
| 80098113 | TWO RIVERS TERMINAL LLC | 5,176.21 | | |
| 80098114 | UNIFORMS2GEAR INC | 5,068.38 | | |
| 80098115 | US BANK OR CITY TREASURER | 8,883.56 | | |

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|----------|-------------------------------|------------|----------|
| 80098116 | US BANK P CARD PAYMENTS | 124,863.50 | |
| 80098117 | VAN NESS FELDMAN LLP | 1,330.00 | |
| 80098118 | VERIZON WIRELESS | 2,995.44 | 4,185.45 |
| 80098119 | VOLUNTEERS OF AMERICA OF | 74,664.80 | |
| 80098120 | WA STATE DEPT/TRANSPORTATION | 1,723.25 | |
| 80098121 | WA STATE DEPT OF ECOLOGY | 50,046.33 | |
| 80098122 | WASHINGTON EQUIPMENT MFG CO I | 9,585.67 | |
| 80098123 | WCP SOLUTIONS | 287.51 | |
| 80098124 | WILBUR ELLIS COMPANY | | 661.01 |
| 80098125 | ZIPIT WIRELESS INC | 459.00 | |
| 80098126 | NICHOLAS GOODMAN | 60.00 | |
| 80098127 | STEWART, SCOTT R | 160.00 | |
| 80098128 | AFLAC/AMERICAN FAMILY LIFE | 30,153.15 | |
| 80098129 | ALSCO DIVISION OF ALSCO INC | | 15.26 |
| 80098130 | ANATEK LABS INC | 1,331.50 | |
| 80098131 | AVISTA CORPORATION | 21,400.00 | |
| 80098132 | AVISTA UTILITIES | 34.83 | |
| 80098133 | BARR-TECH LLC | 104,776.92 | |
| 80098134 | BATTERY SYSTEMS INC | 2,328.43 | |
| 80098135 | BEACON SERVICE INC | 1,236.51 | |
| 80098136 | ALEXANDER GOOD DEPOT LLC | 13,368.00 | |
| 80098137 | CARLSON SHEET METAL WORKS IN | 4,932.25 | |
| 80098138 | CINTAS CORPORATION NO 3 | 1,006.20 | |
| 80098139 | CONNELL OIL INC | 8,775.26 | |
| 80098140 | CONTROL SOLUTIONS NW INC | 19,408.52 | |
| 80098141 | COPIERS NORTHWEST INC | | 209.56 |
| 80098142 | CORBIN SENIOR ACTIVITY CENTE | | 2,612.50 |
| 80098143 | CREEK AT QUALCHAN GOLF COURS | | 570.60 |
| 80098144 | CUMMINS NORTHWEST LLC | 2,385.11 | |
| 80098145 | DESAUTEL HEGE COMMUNICATIONS | | 4,707.06 |
| 80098146 | DIGNITARY PROTECTION TEAM FU | 105.00 | |
| 80098147 | ALBERTO C CESAR ALBERTY | | 1,390.00 |
| 80098148 | GWP HOLDINGS LLC | 50,193.29 | |
| 80098149 | ELJAY OIL CO INC | 683.70 | |
| 80098150 | ENVIRO-CLEAN EQUIPMENT INC | 869.13 | |
| 80098151 | EVERGREEN STATE TOWING LLC | 12,379.95 | |
| 80098152 | FEDERAL EXPRESS CORP/DBA FED | 106.59 | |
| 80098153 | GORLEY LOGISTICS LLC | | 29.00 |
| 80098154 | FROSTY ICE/DIV OF R PLUM COR | 62.13 | |
| 80098155 | GALLS LLC | 8,082.58 | |

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|------------|---------|-------|
| 80098156 | BRIDGESTONE AMERICAS INC | 9,461.30 | | |
| 80098157 | WINGFOOT COMMERCIAL TIRE | 11,443.50 | | |
| 80098158 | HATCH ASSOCIATES CONSULTANTS | 52,665.75 | | |
| 80098159 | HYDRAULICS PLUS INC | 6,726.64 | | |
| 80098160 | ICON CORPORATION | 475.24 | | |
| 80098161 | CPM DEVELOPMENT CORP DBA | 66,725.59 | | |
| 80098162 | INLAND POWER & LIGHT CO | 139.40 | | |
| 80098163 | JACOBS ENGINEERING GROUP INC | 13,410.97 | | |
| 80098164 | KEMIRA WATER SOLUTIONS INC | 11,027.51 | | |
| 80098165 | KNIGHT CONSTRUCTION & | 2,225.63 | | |
| 80098166 | LANGUAGE LINE SERVICES | 65.84 | | |
| 80098167 | LARIVIERE INC | 664,353.52 | | |
| 80098168 | LAURI WEINMANN | 3,316.54 | | |
| 80098169 | MAX J KUNEY COMPANY | 239,316.16 | | |
| 80098170 | NORTH COUNTRY SERVICES LLC | 576.19 | | |
| 80098171 | PARTNERS WITH FAMILIES & | 35,000.00 | | |
| 80098172 | PORTER LEE CORPORATION | 39,600.00 | | |

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|----------|-------------------------------|---------------|------------|---------------|
| 80098173 | REGIONAL DISPOSAL COMPANY | 769,490.10 | | |
| 80098174 | REHN & ASSOCIATES | 18,560.06 | | |
| 80098175 | SANDBAGGERS CLUB LLC | | | 464.71 |
| 80098176 | SITECRAFTING INC | 55.00 | | |
| 80098177 | SOUTHSIDE SENIOR & COMMUNITY | | | 7,736.84 |
| 80098178 | DR LOUIS C SOWERS | 5,400.00 | | |
| 80098179 | SPOKANE POLICE K-9 MEMBERSHI | 90.00 | | |
| 80098180 | SPOKANE COUNTY TREASURER | 7,302.39 | | |
| 80098181 | SPOKANE FIRE FIGHTERS BENEFIT | 71.86 | | |
| 80098182 | SPOKANE POLICE CHAPLAINCY | 9,375.00 | | |
| 80098183 | SPRAGUE PEST CONTROL/DIV OF | | | 340.64 |
| 80098184 | ST ANN PARISH | 475.00 | | |
| 80098185 | STANDARD INSURANCE COMPANY | 13,357.00 | | |
| 80098186 | SPOKANE POLICE SWAT TEAM | 430.00 | | |
| 80098187 | T & T GOLF MANAGEMENT INC | | | 760.79 |
| 80098188 | SPOKANE POLICE TACTICAL TEAM | 296.00 | | |
| 80098189 | TOOLE DESIGN GROUP LLC | 4,867.50 | | |
| 80098190 | UNITED WAY | 290.00 | | |
| 80098191 | US BANK TRUST NA | 878,456.72 | | |
| 80098192 | WEST CENTRAL COMMUNITY | 458.56 | | |
| 80098193 | YWCA | 48,063.13 | | |
| 80098194 | ALSCO DIVISION OF ALSCO INC | | | 60.36 |
| 80098195 | AVISTA UTILITIES | | 2,352.75 | |
| 80098196 | COPIERS NORTHWEST INC | | | 585.98 |
| 80098197 | DELTA DENTAL OF WASHINGTON | 33,402.92 | | |
| 80098198 | DOPPELMAYER USA INC | | | 7,032.31 |
| 80098199 | KAISER FOUNDATION HEALTH PLA | 271,882.94 | | |
| 80098200 | WORKSPACE DEVELOPMENT LLC | | 850.22 | |
| 80098201 | SUMMIT LAW GROUP PLLC | 33,807.50 | | |
| 80098202 | THOMAS DEAN & HOSKINS INC | | | 1,000.00 |
| | | ----- | ----- | ----- |
| | | 10,455,779.36 | 178,043.64 | 76,916.06 |
| | | | | ===== |
| | CITYWIDE TOTAL: | | | 10,710,739.06 |

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HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

| | | |
|---|--|-----------|
| SPOKANE COUNTY HUMAN RIGHTS TASK FORCE | OTHER MISC CHARGES ACH PMT NO. - 80098103 | 1,000.00 |
| SUMMIT LAW GROUP PLLC | LEGAL SERVICES ACH PMT NO. - 80098201 | 33,807.50 |
| THOMAS W MCLANE dba MCLANE LAW PLLC | LEGAL SERVICES CHECK NO. - 00583526 | 25,968.75 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00583451 | 1,583.32- |
| TOTAL FOR 0020 - NONDEPARTMENTAL | | 59,192.93 |

0030 - POLICE OMBUDSMAN

| | | |
|--|--|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 840.74 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 1,298.84 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 37.62 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80098116 | 200.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 2,515.90 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 1,120.80 |
| TOTAL FOR 0030 - POLICE OMBUDSMAN | | 6,013.90 |

0100 - GENERAL FUND

| | | |
|-------------------------------|--|-------------|
| RYAN BROWN 924 W 22ND AVE | PERMIT REFUNDS PAYABLE CHECK NO. - 00583441 | 100.00 |
| US BANK P CARD PAYMENTS | PCARD ADVANCE PYMT REC ACH PMT NO. - 80098116 | 238,381.83- |
| TOTAL FOR 0100 - GENERAL FUND | | 238,281.83- |

0230 - CIVIL SERVICE

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|--|---|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 2,288.79 |
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HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|---|-------|
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 27.72 |
|-------------------------|---|-------|

| | | |
|--|--|----------|
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 219.00 |
| US BANK P CARD PAYMENTS | PROFESSIONAL SERVICES ACH PMT NO. - 80098116 | 439.34 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 3,021.84 |

| | |
|--------------------------------|----------|
| TOTAL FOR 0230 - CIVIL SERVICE | 5,996.69 |
|--------------------------------|----------|

0260 - CITY CLERK

| | | |
|--|--|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 1,437.31 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 35.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 1,884.39 |

| | |
|-----------------------------|----------|
| TOTAL FOR 0260 - CITY CLERK | 3,356.70 |
|-----------------------------|----------|

0300 - HUMAN SERVICES

| | | |
|---|--|--------|
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 46.31 |
| US BANK P CARD PAYMENTS | CELL PHONE ACH PMT NO. - 80098116 | 22.69 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 698.63 |

| | |
|---------------------------------|--------|
| TOTAL FOR 0300 - HUMAN SERVICES | 767.63 |
|---------------------------------|--------|

0320 - COUNCIL

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583517 | 300.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 4,502.43 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 518.37 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 46.77 |

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|----------|
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 195.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 5,750.47 |
| WA STATE DEPT OF REVENUE | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |

| | |
|--------------------------|------------------------|
| - | 1.17 |
| WA STATE DEPT OF REVENUE | REGISTRATION/SCHOOLING |
| - | 17.55 |

| | |
|--------------------------|-----------|
| TOTAL FOR 0320 - COUNCIL | 11,331.76 |
|--------------------------|-----------|

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

| | | |
|--|------------------------|----------|
| CDW GOVERNMENT INC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098005 | 401.76 |
| ENCORE VENTURES LLC | PRINTING/BINDING/REPRO | |
| DBA FASTSIGNS OF SPOKANE | ACH PMT NO. - 80098018 | 99.20 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 2,212.97 |
| US BANK P CARD PAYMENTS | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098116 | 2,512.24 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 75.05 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 108.74 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 2,896.64 |
| TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS | | 8,306.60 |

0370 - ENGINEERING SERVICES

| | | |
|---------------------------|-------------------------------|-----------|
| ARAMARK UNIFORM SERVICES | LAUNDRY/JANITORIAL SERVICES | |
| AUS WEST LOCKBOX | ACH PMT NO. - 80098051 | 154.98 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80098037 | 107.47 |
| SIMPLIFILE LC | LEGAL SERVICES | |
| | ACH PMT NO. - 80098100 | 223.95 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 13,069.01 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098116 | 135.40 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|--------------------------------|----------|
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 133.84 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 612.26 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 1,241.99 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80098116 | 1,190.00 |

| | | |
|---------------------------------------|------------------------|-----------|
| US BANK P CARD PAYMENTS | POSTAGE | |
| | ACH PMT NO. - 80098116 | 16.30 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80098116 | 720.00 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 17,139.70 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES | |
| | - | 41.60 |
| | | ----- |
| TOTAL FOR 0370 - ENGINEERING SERVICES | | 34,786.50 |

0410 - FINANCE

| | | |
|------------------------------|--------------------------------|-----------|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00583451 | 4,070.85 |
| US BANK | EARNINGS CREDIT | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00583451 | 2,428.62- |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 2,434.27 |
| US BANK P CARD PAYMENTS | BANK FEES | |
| | ACH PMT NO. - 80098116 | 33.40 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 20.10 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80098116 | 398.95 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 3,405.95 |
| | | ----- |
| TOTAL FOR 0410 - FINANCE | | 7,934.90 |

0430 - GRANTS MANAGEMENT

| | | |
|---------------------------|----------------------|--------|
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 670.07 |

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AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|------------------------------------|------------------------|----------|
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 884.74 |
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80098118 | 52.33 |
| | | ----- |
| TOTAL FOR 0430 - GRANTS MANAGEMENT | | 1,607.14 |

0450 - NEIGHBHD HOUSING HUMAN SVCS

| | | |
|--------------------------------|--------------------------------|----------|
| CONTRACT DESIGN ASSOCIATES INC | OFFICE FURNITURE (NON CAPITAL) | |
| | ACH PMT NO. - 80098011 | 3,674.46 |

| | | |
|--|---|--------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 203.92 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 266.56 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80098118 | 94.66 |

| | | |
|--|-------|----------|
| TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS | ----- | 4,239.60 |
|--|-------|----------|

0470 - HISTORIC PRESERVATION

| | | |
|---|--|----------|
| COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW | ADVERTISING ACH PMT NO. - 80098107 | 93.06 |
| SIMPLIFILE LC | LEGAL SERVICES ACH PMT NO. - 80098100 | 1,671.60 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 520.68 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 680.64 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80098118 | 52.33 |

| | | |
|--|-------|----------|
| TOTAL FOR 0470 - HISTORIC PRESERVATION | ----- | 3,018.31 |
|--|-------|----------|

0500 - LEGAL

| | | |
|------------------|--|----------|
| AM HARDWARE CO | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098000 | 1,154.34 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098003 | 607.91 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80098003 | 185.35 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|----------|
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 22.31 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00583451 | 0.15- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 8,771.10 |
| US BANK P CARD PAYMENTS | CLE TRAVEL ACH PMT NO. - 80098116 | 1,033.00 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 990.19 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 105.00 |
| US BANK P CARD PAYMENTS | SOFTWARE (NONCAPITALIZED) | |

| | | |
|--|-------------------------------|-----------|
| | ACH PMT NO. - 80098116 | 60.00 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 12,221.44 |
| TOTAL FOR 0500 - LEGAL | | 25,150.49 |
| 0520 - MAYOR | | |
| SHI CORP | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80098098 | 44.12 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 1,709.87 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT | |
| | ACH PMT NO. - 80098116 | 541.18 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 74.80 |
| US BANK P CARD PAYMENTS | PROMOTIONAL SUPPLIES | |
| | ACH PMT NO. - 80098116 | 25.74 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80098116 | 40.00 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 1,982.24 |
| TOTAL FOR 0520 - MAYOR | | 4,417.95 |
| 0550 - NEIGHBORHOOD SERVICES | | |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 1,088.45 |
| HONORABLE MAYOR | | 01/03/22 |
| AND COUNCIL MEMBERS | | PAGE 8 |
| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 255.79 |
| US BANK P CARD PAYMENTS | POSTAGE | |
| | ACH PMT NO. - 80098116 | 12.99 |
| US BANK P CARD PAYMENTS | PRINTING/BINDING/REPRO | |
| | ACH PMT NO. - 80098116 | 63.20 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 1,665.44 |
| WA STATE DEPT OF REVENUE | PRINTING/BINDING/REPRO | |
| | - | 5.69 |
| WCP SOLUTIONS | PRINTING/BINDING/REPRO | |
| | ACH PMT NO. - 80098044 | 21.85 |
| TOTAL FOR 0550 - NEIGHBORHOOD SERVICES | | 3,113.41 |

0560 - MUNICIPAL COURT

| | | |
|--|--|-----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583517 | 100.00 |
| RIVER PARK SQUARE LLC | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80098036 | 325.00 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 496.60 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 6,958.25 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 536.62 |
| US BANK P CARD PAYMENTS | MISC SERVICES/CHARGES ACH PMT NO. - 80098116 | 30.00 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 690.13 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 282.71 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80098116 | 391.30 |
| US BANK P CARD PAYMENTS | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098116 | 34.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 10,821.42 |
| WA STATE DEPT OF REVENUE | OFFICE SUPPLIES - | 22.93 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|----------------------------------|-----------|
| TOTAL FOR 0560 - MUNICIPAL COURT | 20,688.96 |
|----------------------------------|-----------|

0570 - OFFICE OF HEARING EXAMINER

| | | |
|--|---|--------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 522.83 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 683.44 |

| | |
|---|----------|
| TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER | 1,206.27 |
|---|----------|

0580 - OFFICE OF YOUTH

| | | |
|------------------------|--|-----------|
| CHASE YOUTH FOUNDATION | CONTRACTUAL SERVICES ACH PMT NO. - 80098061 | 11,000.00 |
|------------------------|--|-----------|

| | |
|----------------------------------|-----------|
| TOTAL FOR 0580 - OFFICE OF YOUTH | 11,000.00 |
|----------------------------------|-----------|

0620 - HUMAN RESOURCES

| | | |
|--|--|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 1,876.66 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 38.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 2,455.46 |

| | | |
|----------------------------------|-------|----------|
| TOTAL FOR 0620 - HUMAN RESOURCES | ----- | 4,370.12 |
|----------------------------------|-------|----------|

0650 - PLANNING SERVICES

| | | |
|--|--|----------|
| MAKERS ARCHITECTURE & URBAN DESIGN LLP | CONTRACTUAL SERVICES ACH PMT NO. - 80097965 | 3,070.00 |
| SIMPLIFILE LC | LEGAL SERVICES ACH PMT NO. - 80098100 | 3,375.20 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 3,059.81 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80098116 | 150.00- |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 116.99 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 1,603.98 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|----------|
| US BANK P CARD PAYMENTS | PUBLICATIONS ACH PMT NO. - 80098116 | 36.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 35.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 4,087.66 |

| | | |
|------------------------------------|-------|-----------|
| TOTAL FOR 0650 - PLANNING SERVICES | ----- | 15,234.64 |
|------------------------------------|-------|-----------|

0680 - POLICE

| | | |
|---|---|-----------|
| ALEXANDER GOOD DEPOT LLC C/O BLACK REALTY MGMT | OPERATING RENTALS/LEASES ACH PMT NO. - 80098136 | 13,368.00 |
| ANDREW CULTUM 201 BETZ RD APT 134 | NON BUSINESS LICENSES/PERMITS CHECK NO. - 00583434 | 9.00 |
| ARTHUR CONKLIN 1250 E CRAWFORD APT 20 | NON BUSINESS LICENSES/PERMITS CHECK NO. - 00583432 | 9.00 |
| AUDUBON VETERINARY CLINIC | VETERINARY SERVICES CHECK NO. - 00583396 | 103.64 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098003 | 6,560.74 |
| AVISTA UTILITIES | UTILITY NATURAL GAS | |

| | | |
|---|--------------------------------|----------|
| | ACH PMT NO. - 80098003 | 4,116.35 |
| BEACON SERVICE INC | LAUNDRY/JANITORIAL SERVICES | |
| | ACH PMT NO. - 80098135 | 1,236.51 |
| BOTACH INC | OPERATING SUPPLIES | |
| | CHECK NO. - 00583397 | 403.04 |
| CENTURYLINK | ALARM/SECURITY SERVICES | |
| | CHECK NO. - 00583399 | 257.23 |
| CENTURYLINK | TELEPHONE | |
| | CHECK NO. - 00583399 | 522.29 |
| CONTRACT DESIGN ASSOCIATES INC | OFFICE FURNITURE (NON CAPITAL) | |
| | ACH PMT NO. - 80098063 | 2,819.72 |
| COPIERS NORTHWEST INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098064 | 82.60 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80098064 | 3,775.95 |
| DEVON BARBOUR 439 WESTWOOD SHP CTR PMB 261 | NON BUSINESS LICENSES/PERMITS | |
| | CHECK NO. - 00583437 | 9.00 |
| DR LOUIS C SOWERS | MEDICAL SERVICES | |
| | ACH PMT NO. - 80098178 | 5,400.00 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--------------------------------|-----------|
| DUWETT O'NEAL 844 S MEADOWLARK LN | NON BUSINESS LICENSES/PERMITS | |
| | CHECK NO. - 00583438 | 9.00 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE | |
| | ACH PMT NO. - 80098019 | 160.86 |
| GALLS LLC | CLOTHING | |
| | ACH PMT NO. - 80098155 | 21,044.00 |
| GENERAL DYNAMICS INFORMATION TECHNOLOGY INC | SOFTWARE MAINTENANCE | |
| | CHECK NO. - 00583514 | 36,773.00 |
| GEORGE WATERS 19040 18TH AVE NE | NON BUSINESS LICENSES/PERMITS | |
| | CHECK NO. - 00583436 | 9.00 |
| GORLEY LOGISTICS LLC dba FIKES NORTHWEST | BUILDING REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098069 | 26.60 |
| GORLEY LOGISTICS LLC dba FIKES NORTHWEST | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098069 | 28.99 |
| GRAINGER INC | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098075 | 936.64 |
| HURRICANE BUTTERFLY LAW ENFORCEMENT LLC | AMMUNITION | |
| | ACH PMT NO. - 80098079 | 554.45 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING | |
| | CHECK NO. - 00583517 | 59,923.34 |
| LANGUAGE LINE SERVICES LANGUAGE LINE LLC | INTERPRETER COSTS | |
| | ACH PMT NO. - 80098166 | 65.84 |
| LAURI WEINMANN | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098168 | 3,316.54 |

| | | |
|---|---|-----------|
| MARIANO VENTURA 2207 E CHATTAROY RD | NON BUSINESS LICENSES/PERMITS CHECK NO. - 00583433 | 9.00 |
| PARTNERS WITH FAMILIES & CHILDREN: SPOKANE | CONTRACTUAL SERVICES ACH PMT NO. - 80098171 | 10,000.00 |
| PORTER LEE CORPORATION | SOFTWARE MAINTENANCE ACH PMT NO. - 80098172 | 4,800.00 |
| ROTO-ROOTER/DIV OF RAM PLUMBING INC | EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583446 | 291.58 |
| SHERMAN GRAHAM 18455 W STATLER ST | NON BUSINESS LICENSES/PERMITS CHECK NO. - 00583435 | 9.00 |
| SPOKANE POLICE CHAPLAINCY BOARD | CONTRACTUAL SERVICES ACH PMT NO. - 80098182 | 9,375.00 |
| ST ANN PARISH | OPERATING RENTALS/LEASES ACH PMT NO. - 80098184 | 475.00 |
| T-MOBILE | MOBILE BROADBAND CHECK NO. - 00583448 | 20.96 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|-----------|
| UNIFORMS2GEAR INC | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80098114 | 5,068.38 |
| UNITED PARCEL SERVICE | POSTAGE CHECK NO. - 00583449 | 104.20 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 141.57 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00583451 | 12.48- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 45,448.97 |
| US BANK P CARD PAYMENTS | BACKGROUND CHECKS ACH PMT NO. - 80098116 | 257.78 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 103.01- |
| US BANK P CARD PAYMENTS | IT/DATA SERVICES ACH PMT NO. - 80098116 | 155.01 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 4,269.48 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 2,279.69 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 4,078.70 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 423.25 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80098116 | 24.51 |

| | | |
|--|--|------------|
| US BANK P CARD PAYMENTS | PROFESSIONAL SERVICES ACH PMT NO. - 80098116 | 250.00 |
| US BANK P CARD PAYMENTS | PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80098116 | 817.49 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 2,475.91 |
| US BANK P CARD PAYMENTS | SOFTWARE MAINTENANCE ACH PMT NO. - 80098116 | 107.91 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 27,381.76 |
| WA STATE DEPT OF REVENUE | SOFTWARE MAINTENANCE - | 473.31 |
| WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS | PENSION LEOFF II CHECK NO. - 00583525 | 240,242.58 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|--|----------|
| WCP SOLUTIONS | OPERATING SUPPLIES ACH PMT NO. - 80098123 | 222.66 |
| WCP SOLUTIONS | PRINTING/BINDING/REPRO ACH PMT NO. - 80098044 | 200.56 |
| WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80098192 | 458.56 |
| YWCA | OPERATING RENTALS/LEASES ACH PMT NO. - 80098193 | 1,122.00 |
| ZIPIT WIRELESS INC | SOFTWARE MAINTENANCE ACH PMT NO. - 80098125 | 459.00 |

TOTAL FOR 0680 - POLICE

522,849.66

0690 - COMMUNITY JUSTICE SERVICES

| | | |
|--|--|----------|
| LANGUAGE LINE SERVICES LANGUAGE LINE LLC | INTERPRETER COSTS ACH PMT NO. - 80098084 | 8.13 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 2,528.66 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 234.35 |
| US BANK P CARD PAYMENTS | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80098116 | 1,198.96 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 188.47 |
| US BANK P CARD PAYMENTS | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098116 | 60.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 3,323.36 |

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES

7,541.93

0700 - PUBLIC DEFENDER

| | | |
|--|---|----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098003 | 607.91 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80098003 | 185.35 |
| JODY DASHIELL COURT REPORTING | LEGAL SERVICES CHECK NO. - 00583402 | 32.50 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 5,983.68 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|----------|
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80098116 | 50.00 |
| US BANK P CARD PAYMENTS | MISC SERVICES/CHARGES ACH PMT NO. - 80098116 | 30.00 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 376.86 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 7,492.88 |

TOTAL FOR 0700 - PUBLIC DEFENDER

14,759.18

0750 - COMMUNITY/ECONOMIC DEV DVSN

| | | |
|--|--|--------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 640.51 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 17.22 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 35.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 837.28 |

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN

1,530.01

1100 - STREET FUND

| | | |
|--|---|-----------|
| ADVANCED TRAFFIC PRODUCTS INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097995 | 12,357.52 |
| ALPINE PRODUCTS INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098048 | 29,752.64 |
| ARCHBRIGHT INC | REGISTRATION/SCHOOLING ACH PMT NO. - 80098076 | 3,172.00 |
| ENGINEERING SERVICES & PRODUCTS COMPANY | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098067 | 1,421.19 |

| | | |
|---------------------|-------------------------------|-----------|
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80097950 | 615.19 |
| GMCO CORP | REPAIR & MAINTENANCE SUPPLIES | |
| DBA ROADWISE | ACH PMT NO. - 80097954 | 81,412.61 |
| LAKESIDE INDUSTRIES | REPAIR & MAINTENANCE SUPPLIES | |
| LOCKBOX 1086 | ACH PMT NO. - 80097964 | 4,988.39 |
| NORCO INC | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80097973 | 6.54 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------------|--------------------------------|-----------|
| SPECIALTY MOBILE MIX INC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80097981 | 681.25 |
| STEWART, SCOTT R | PERMITS/OTHER FEES | |
| CITY EMPLOYEE # 21836 | ACH PMT NO. - 80098127 | 160.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 22,862.74 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098116 | 1,428.03 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 402.21 |
| US BANK P CARD PAYMENTS | OFFICE FURNITURE (NON CAPITAL) | |
| | ACH PMT NO. - 80098116 | 468.70 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 147.47 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 2,443.02 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80098116 | 443.00 |
| US BANK P CARD PAYMENTS | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 37.28 |
| US BANK P CARD PAYMENTS | POSTAGE | |
| | ACH PMT NO. - 80098116 | 27.81 |
| US BANK P CARD PAYMENTS | POWER TOOLS/EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 8,915.81 |
| US BANK P CARD PAYMENTS | PUBLIC UTILITY SERVICE | |
| | ACH PMT NO. - 80098116 | 39.26 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 10,071.34 |
| US BANK P CARD PAYMENTS | SMALL TOOLS | |
| | ACH PMT NO. - 80098116 | 641.55 |
| US BANK P CARD PAYMENTS | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80098116 | 108.21 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 29,894.86 |

| | | |
|------------------------------|---|----------|
| WA STATE DEPT OF REVENUE | OTH DUES/SUBSCRIPTNS/MEMBERSHP - | 39.87 |
| WA STATE DEPT/TRANSPORTATION | CONTRACTUAL SERVICES ACH PMT NO. - 80098120 | 802.52 |
| WESTERN SYSTEMS INC | REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00583453 | 3,209.51 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|------------------------------|-------|------------|
| TOTAL FOR 1100 - STREET FUND | ----- | 216,550.52 |
|------------------------------|-------|------------|

1200 - CODE ENFORCEMENT FUND

| | | |
|---|--|-----------|
| EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING | CONTRACTUAL SERVICES ACH PMT NO. - 80098151 | 11,990.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 3,900.59 |
| US BANK P CARD PAYMENTS | CLOTHING ACH PMT NO. - 80098116 | 984.93 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 67.57 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80098116 | 48.41 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 21.80 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 657.49 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 772.50 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 3,732.87 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80098043 | 671.42 |
| VERIZON WIRELESS | IT/DATA SERVICES ACH PMT NO. - 80098043 | 70.00 |

| | | |
|--|-------|-----------|
| TOTAL FOR 1200 - CODE ENFORCEMENT FUND | ----- | 22,917.58 |
|--|-------|-----------|

1300 - LIBRARY FUND

| | | |
|--|---|-----------|
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 164.97 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00583451 | 3.40- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 13,630.73 |
| US BANK P CARD PAYMENTS | ADVERTISING | |

| | | |
|-------------------------|------------------------|--------|
| | ACH PMT NO. - 80098116 | 850.00 |
| US BANK P CARD PAYMENTS | CELL PHONE | |
| | ACH PMT NO. - 80098116 | 285.73 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|-------------------------------|-----------|
| US BANK P CARD PAYMENTS | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098116 | 7,945.21 |
| US BANK P CARD PAYMENTS | IT/DATA SERVICES | |
| | ACH PMT NO. - 80098116 | 979.68 |
| US BANK P CARD PAYMENTS | LIBRARY BOOKS/OTHER MATERIALS | |
| | ACH PMT NO. - 80098116 | 729.79 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 3,845.18 |
| US BANK P CARD PAYMENTS | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80098116 | 410.00 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 5,760.68 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES | |
| | ACH PMT NO. - 80098116 | 129.71 |
| US BANK P CARD PAYMENTS | PROFESSIONAL SERVICES | |
| | ACH PMT NO. - 80098116 | 525.00 |
| US BANK P CARD PAYMENTS | PROMOTIONAL SUPPLIES | |
| | ACH PMT NO. - 80098116 | 305.95 |
| US BANK P CARD PAYMENTS | RECREATIONAL SUPPLIES | |
| | ACH PMT NO. - 80098116 | 2,247.29 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80098116 | 135.00 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 4,949.07 |
| US BANK P CARD PAYMENTS | VEHICLE REPAIR & MAINT SUPPLY | |
| | ACH PMT NO. - 80098116 | 32.84 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT | |
| | ACH PMT NO. - 80098191 | 17,350.52 |
| WA STATE DEPT OF REVENUE | CONTRACTUAL SERVICES | |
| | - | 108.00 |
| WA STATE DEPT OF REVENUE | RECREATIONAL SUPPLIES | |
| | - | 22.22 |

TOTAL FOR 1300 - LIBRARY FUND

60,404.17

1380 - TRAFFIC CALMING MEASURES

| | | |
|--------------------------------------|---|----------|
| PATRICK HAWKINS 2507 W WABASH AVE | SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00583407 | 237.00 |
| TOOLE DESIGN GROUP LLC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098189 | 4,867.50 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|--------------------------------|-----------|
| TOTAL FOR 1380 - TRAFFIC CALMING MEASURES | | 5,104.50 |
| ----- | | |
| 1400 - PARKS AND RECREATION FUND | | |
| ----- | | |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE | |
| | ACH PMT NO. - 80098019 | 4.92 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00583451 | 197.75 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 21,044.28 |
| US BANK P CARD PAYMENTS | ADVERTISING | |
| | ACH PMT NO. - 80098116 | 1,868.64 |
| US BANK P CARD PAYMENTS | BUILDING REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098116 | 1,628.16 |
| US BANK P CARD PAYMENTS | CLOTHING | |
| | ACH PMT NO. - 80098116 | 3,318.93 |
| US BANK P CARD PAYMENTS | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098116 | 360.12 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098116 | 2,483.38 |
| US BANK P CARD PAYMENTS | GENERAL REPAIRS/MAINT | |
| | ACH PMT NO. - 80098116 | 2,433.96 |
| US BANK P CARD PAYMENTS | INVENTORY HELD FOR RESALE | |
| | ACH PMT NO. - 80098116 | 3,896.30 |
| US BANK P CARD PAYMENTS | ITEMS PURCHASED FOR INVENTORY | |
| | ACH PMT NO. - 80098116 | 5,343.63 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 4,426.80 |
| US BANK P CARD PAYMENTS | MISC SERVICES/CHARGES | |
| | ACH PMT NO. - 80098116 | 98.88 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 712.18 |
| US BANK P CARD PAYMENTS | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80098116 | 723.28 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 9,629.94 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80098116 | 191.71 |
| US BANK P CARD PAYMENTS | OTHER REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098116 | 576.99 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|-----------|
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES ACH PMT NO. - 80098116 | 299.50 |
| US BANK P CARD PAYMENTS | PROFESSIONAL SERVICES ACH PMT NO. - 80098116 | 875.00 |
| US BANK P CARD PAYMENTS | RECREATIONAL SUPPLIES ACH PMT NO. - 80098116 | 511.72 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 2,457.50 |
| US BANK P CARD PAYMENTS | REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 1,114.78 |
| US BANK P CARD PAYMENTS | SMALL TOOLS ACH PMT NO. - 80098116 | 931.84 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 22,876.12 |
| WA STATE DEPT OF REVENUE | ADVERTISING - | 37.80 |
| WA STATE DEPT OF REVENUE | BUILDING REPAIRS/MAINTENANCE - | 62.66 |
| WA STATE DEPT OF REVENUE | EQUIPMENT REPAIRS/MAINTENANCE - | 10.75 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 179.85 |
| WA STATE DEPT OF REVENUE | PERMITS/OTHER FEES - | 4.64 |
| WA STATE DEPT OF REVENUE | REGISTRATION/SCHOOLING - | 18.90 |
| WA STATE DEPT OF REVENUE | REPAIRS/MAINTENANCE - | 47.97 |
| TOTAL FOR 1400 - PARKS AND RECREATION FUND | | 88,368.88 |

1460 - PARKING METER REVENUE FUND

| | | |
|--|---|----------|
| CENTURYLINK | TELEPHONE CHECK NO. - 00583428 | 132.60 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 362.61 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 3,383.79 |
| US BANK P CARD PAYMENTS | CLOTHING ACH PMT NO. - 80098116 | 196.95 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|-------------------------|----------------|
| US BANK P CARD PAYMENTS | LEGAL SERVICES |
|-------------------------|----------------|

| | | |
|----------------------------|--------------------------------|----------|
| | ACH PMT NO. - 80098116 | 55.62 |
| US BANK P CARD PAYMENTS | OFFICE FURNITURE (NON CAPITAL) | |
| | ACH PMT NO. - 80098116 | 62.98 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 21.80 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 567.16 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 3,974.56 |
| WA STATE DEPT OF LICENSING | LEGAL SERVICES | |
| ATTN: RECORD REQUEST UNIT | CHECK NO. - 00583426 | 8.40 |
| WA STATE DEPT OF REVENUE | CLOTHING | |
| | - | 3.27 |

| | |
|---|----------|
| TOTAL FOR 1460 - PARKING METER REVENUE FUND | 8,769.74 |
|---|----------|

1560 - FORFEITURES & CONTRIBUTION FND

| | | |
|---|------------------------|-----------|
| ABC LEGAL HOLDINGS LLC | LEGAL SERVICES | |
| | ACH PMT NO. - 80097993 | 340.00 |
| PARTNERS WITH FAMILIES & CHILDREN: SPOKANE | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098171 | 25,000.00 |
| PORTER LEE CORPORATION | CAPITALIZED SOFTWARE | |
| | ACH PMT NO. - 80098172 | 34,800.00 |
| WA STATE DEPT OF REVENUE | CAPITALIZED SOFTWARE | |
| | - | 3,132.00 |

| | |
|---|-----------|
| TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND | 63,272.00 |
|---|-----------|

1620 - PUBLIC SAFETY & JUDICIAL GRANT

| | | |
|-----------------------------|--------------------------------|-----------|
| BUNKER TRI-CITIES LLC | MINOR EQUIPMENT | |
| THE BUNKER | ACH PMT NO. - 80098057 | 12,818.40 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00583517 | 264.99 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 673.84 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 4,480.43 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80098116 | 425.00- |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|----------------------------|------------------------|----------|
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 41.87 |
| WASHINGTON LEOFF | PENSION LEOFF II | |
| DEPT OF RETIREMENT SYSTEMS | CHECK NO. - 00583525 | 4,124.27 |

| | | |
|------|------------------------|-----------|
| YWCA | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098193 | 12,642.92 |

| | |
|---|-----------|
| TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT | 34,621.72 |
|---|-----------|

1625 - PUBLIC SAFETY PERSONNEL FUND

| | | |
|------------------------------|--------------------------------|-----------|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00583517 | 2,126.33 |
| ING LIFE INSURANCE & ANNUITY | DEFERRED COMPENSATION-MATCHING | |
| OR CITY OF SPOKANE TREASURER | CHECK NO. - 00583518 | 839.39 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 2,074.59 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 687.87 |
| WASHINGTON LEOFF | PENSION LEOFF II | |
| DEPT OF RETIREMENT SYSTEMS | CHECK NO. - 00583525 | 11,311.06 |

| | |
|---|-----------|
| TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND | 17,039.24 |
|---|-----------|

1630 - COMBINED COMMUNICATIONS CENTER

| | | |
|------------------------------|--------------------------------|----------|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00583517 | 382.26 |
| ING LIFE INSURANCE & ANNUITY | DEFERRED COMPENSATION-MATCHING | |
| OR CITY OF SPOKANE TREASURER | CHECK NO. - 00583518 | 1,960.09 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 2,814.00 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 55.87 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80098116 | 730.00 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 4,729.09 |
| WASHINGTON LEOFF | PENSION LEOFF II | |
| DEPT OF RETIREMENT SYSTEMS | CHECK NO. - 00583525 | 4,713.51 |

| | |
|---|-----------|
| TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER | 15,384.82 |
|---|-----------|

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1640 - COMMUNICATIONS BLDG M&O FUND

| | | |
|------------------------------|-------------------------------|-------|
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80098101 | 22.43 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 6.00 |

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND 28.43

1680 - CD/HS OPERATIONS

US BANK OR CITY TREASURER SOCIAL SECURITY
EMP BENEFITS (CITY) CHECK NO. - 00583522 3,378.09

US BANK TRUST NA RETIREMENT
OR CITY OF SPOKANE ACH PMT NO. - 80098191 3,415.87

TOTAL FOR 1680 - CD/HS OPERATIONS 6,793.96

1910 - CRIMINAL JUSTICE ASSISTANCE FD

ALCOHOL MONITORING SYSTEMS INC OPERATING SUPPLIES
ACH PMT NO. - 80097996 21.42

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD 21.42

1940 - CHANNEL FIVE EQUIPMENT RESERVE

CDW GOVERNMENT INC MINOR EQUIPMENT
ACH PMT NO. - 80098005 2,281.59

KEY CODE MEDIA INC MINOR EQUIPMENT
ACH PMT NO. - 80098083 4,715.95

US BANK P CARD PAYMENTS MINOR EQUIPMENT
ACH PMT NO. - 80098116 1,374.03

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE 8,371.57

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC LAUNDRY/JANITORIAL SERVICES
ACH PMT NO. - 80098049 78.67

CITY SERVICE VALCON LLC CLOTHING
ACH PMT NO. - 80098007 0.00

CITY SERVICE VALCON LLC MOTOR FUEL-OUTSIDE VENDOR
ACH PMT NO. - 80098062 6,281.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONTROL SOLUTIONS NW INC BUILDING REPAIRS/MAINTENANCE
ACH PMT NO. - 80097943 61.32

FASTENAL CO MINOR EQUIPMENT
ACH PMT NO. - 80098017 41.74

FASTENAL CO OPERATING SUPPLIES
ACH PMT NO. - 80098017 3,580.22

FASTENAL CO REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80098017 444.74

FASTENAL CO VEHICLE REPAIR & MAINT SUPPLY

| | | |
|--|--|-----------|
| | ACH PMT NO. - 80098017 | 156.75 |
| GALLS LLC | CLOTHING ACH PMT NO. - 80098070 | 1,326.63 |
| GALLS LLC | CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80098021 | 32.70 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583517 | 8,303.14 |
| ICON CORPORATION | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098160 | 828.40 |
| ICON CORPORATION | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098160 | 122.08 |
| ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00583518 | 36,506.56 |
| KYOCERA DOCUMENT SOLUTIONS AMERICA INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098027 | 63.01 |
| NAPA AUTO PARTS GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098088 | 321.70 |
| NORCO INC | SAFETY SUPPLIES ACH PMT NO. - 80098089 | 158.10 |
| POINTE PEST CONTROL | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098035 | 114.35 |
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098101 | 403.78 |
| SWANSON'S REFRIGERATION & RESTAURANT REPAIR | EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583420 | 89.93 |
| SWANSON'S REFRIGERATION & RESTAURANT REPAIR | REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00583420 | 37.58 |
| THE MEN'S WEARHOUSE INC | CLOTHING ALTERATIONS & REPAIRS CHECK NO. - 00583442 | 21.80 |
| TRANSPORT EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098041 | 579.31 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 170.97 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00583451 | 5.39- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 27,143.17 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80098116 | 575.00 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 27.83 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 6,249.15 |

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| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 666.64 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 1,097.31 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 324.02 |
| US BANK P CARD PAYMENTS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80098116 | 2,562.08 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80098116 | 13.46 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 3,112.99 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098116 | 1,318.81 |
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES ACH PMT NO. - 80098116 | 398.51 |
| US BANK P CARD PAYMENTS | SOFTWARE MAINTENANCE ACH PMT NO. - 80098116 | 10.72 |
| US BANK P CARD PAYMENTS | TELEPHONE ACH PMT NO. - 80098116 | 26.66 |
| US BANK P CARD PAYMENTS | UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80098116 | 60.85 |
| US BANK P CARD PAYMENTS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098116 | 2,385.39 |
| US BANK P CARD PAYMENTS | VEHICLE REPAIRS/MAINT ACH PMT NO. - 80098116 | 266.66 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 5,370.86 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|------------|
| WA STATE DEPT OF REVENUE | EQUIPMENT REPAIRS/MAINTENANCE - | 5.67 |
| WA STATE DEPT OF REVENUE | MINOR EQUIPMENT - | 268.22 |
| WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS | PENSION LEOFF II CHECK NO. - 00583525 | 236,204.81 |
| TOTAL FOR 1970 - FIRE/EMS FUND | | 347,808.10 |

3200 - ARTERIAL STREET FUND

| | | |
|---|--|----------|
| ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER | CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00583427 | 51.80 |
| ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER | PRINTING/BINDING/REPRO CHECK NO. - 00583427 | 1,272.67 |

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|--|---|---------------------|
| AVISTA CORPORATION | CONTRACTUAL SERVICES ACH PMT NO. - 80098131 | 21,400.00 |
| BUDINGER & ASSOCIATES INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098004 | 2,711.31 |
| CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098161 | 66,725.59 |
| LARIVIERE INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098167 | 2,183.58 |
| LARIVIERE INC | CONTRACTUAL SERVICES ACH PMT NO. - 80098167 | 571,975.20 |
| MAX J KUNEY COMPANY | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098169 | 185,700.24 |
| SIMPLIFILE LC | LEGAL SERVICES ACH PMT NO. - 80098100 | 242.95 |
| TOTAL FOR 3200 - ARTERIAL STREET FUND | | 852,263.34 |
| 3502 - UNIVERSITY DISTRICT LRF | | |
| UNIV DIST PUBLIC DEV AUTHORITY | CONTRACTUAL SERVICES ACH PMT NO. - 80098042 | 53,649.99 |
| TOTAL FOR 3502 - UNIVERSITY DISTRICT LRF | | 53,649.99 |
| 4100 - WATER DIVISION | | |
| ACTION MATERIALS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097994 | 102.54 |
| HONORABLE MAYOR AND COUNCIL MEMBERS | | 01/03/22 PAGE 26 |
| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| ANATEK LABS INC | CONTRACTUAL SERVICES ACH PMT NO. - 80098130 | 1,331.50 |
| BUDINGER & ASSOCIATES INC | INTERFUND COSTS TO CAPITAL ACH PMT NO. - 80098004 | 2,624.16 |
| CDW GOVERNMENT INC | IF IT REPLACEMENT ACH PMT NO. - 80098005 | 1,254.55 |
| CINTAS CORPORATION NO 3 LOC 606 | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80098006 | 430.14 |
| COFFMAN ENGINEERS INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098008 | 330.00 |
| CONSOLIDATED SUPPLY CO | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80098010 | 9,738.10 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80098012 | 178.16 |
| CORE & MAIN LP | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80098013 | 28,709.67 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE | |

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| | ACH PMT NO. - 80098019 | 100.85 |
| FRATELLIS LLC 818 W RIVERSIDE AVE STE 300 | REFUNDS CHECK NO. - 00583410 | 1,194.69 |
| GORLEY LOGISTICS LLC dba FIKES NORTHWEST | CONTRACTUAL SERVICES ACH PMT NO. - 80098020 | 43.49 |
| GRAYBAR ELECTRIC COMPANY INC | REPAIRS/MAINTENANCE ACH PMT NO. - 80098022 | 251.43 |
| H D FOWLER COMPANY | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80098023 | 212.51 |
| HACH COMPANY AMERICAN SIGMA | CHEMICAL/LAB SUPPLIES CHECK NO. - 00583401 | 1,953.07 |
| HASKINS STEEL CO INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098024 | 1,331.41 |
| HATCH ASSOCIATES CONSULTANTS INC | CONTRACTUAL SERVICES ACH PMT NO. - 80098158 | 199,778.11 |
| INLAND POWER & LIGHT CO | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098026 | 250.10 |
| KELLER SUPPLY COMPANY | INVENTORY PURCHASES FOR WATER CHECK NO. - 00583403 | 2,355.50 |
| LLUMIN INC | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098028 | 3,780.00 |
| NEPTUNE TECHNOLOGY GROUP INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098032 | 231.63 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|---|---|----------|
| NEPTUNE TECHNOLOGY GROUP INC | REPAIRS/MAINTENANCE ACH PMT NO. - 80098032 | 296.13 |
| NEPTUNE TECHNOLOGY GROUP INC | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098032 | 1,635.00 |
| OXARC INC | OPERATING SUPPLIES ACH PMT NO. - 80098034 | 523.88 |
| PAMELA FLIPPINS PO BOX 1524 | REFUNDS CHECK NO. - 00583408 | 19.41 |
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098038 | 900.20 |
| SPOKANE CITY TREASURER | REFUNDS CHECK NO. - 00583419 | 75.00 |
| SPOKANE INT'L AIRPORT | PERMITS/OTHER FEES ACH PMT NO. - 80098039 | 60.00 |
| SPRING ENVIRONMENTAL INC | REGISTRATION/SCHOOLING ACH PMT NO. - 80098108 | 4,900.00 |
| T-MOBILE | CELL PHONE CHECK NO. - 00583422 | 90.77 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 38.14 |

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| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00583451 | 15.48- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 33,136.94 |
| US BANK P CARD PAYMENTS | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098116 | 2,043.19 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 586.54 |
| US BANK P CARD PAYMENTS | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80098116 | 4,001.65 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 3,633.65 |
| US BANK P CARD PAYMENTS | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80098116 | 348.90 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 2,587.20 |
| US BANK P CARD PAYMENTS | OPERATING RENTALS/LEASES ACH PMT NO. - 80098116 | 572.81 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 1,286.42 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 179.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 7,853.80 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098116 | 19,808.45 |
| US BANK P CARD PAYMENTS | REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 385.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 43,223.96 |
| VAN NESS FELDMAN LLP | LEGAL SERVICES ACH PMT NO. - 80098117 | 1,330.00 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80098043 | 4,051.84 |
| WA STATE DEPT OF ECOLOGY | PERMITS/OTHER FEES CHECK NO. - 00583425 | 2,463.64 |
| WA STATE DEPT OF REVENUE | INVENTORY PURCHASES FOR WATER - | 14.93 |
| WA STATE DEPT OF REVENUE | MINOR EQUIPMENT - | 91.28 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 10.40- |

| | | |
|--------------------------|-------------------------------|--------|
| WA STATE DEPT OF REVENUE | REGISTRATION/SCHOOLING | 10.24 |
| | - | |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES | 35.87 |
| | - | |
| WA STATE DEPT OF REVENUE | SOFTWARE (NONCAPITALIZED) | 340.20 |
| | - | |

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|---------------------------------|-------|------------|
| TOTAL FOR 4100 - WATER DIVISION | ----- | 392,679.77 |
|---------------------------------|-------|------------|

4250 - INTEGRATED CAPITAL MANAGEMENT

| | | |
|------------------------------|------------------------------|-----------|
| COFFMAN ENGINEERS INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80097940 | 2,080.37 |
| COLUMBIA ELECTRIC SUPPLY/DIV | CONSTRUCTION OF FIXED ASSETS | |
| CONSOLIDATED ELECTRICAL | ACH PMT NO. - 80098009 | 6,405.00 |
| FRATELLIS LLC | REFUNDS | |
| 818 W RIVERSIDE AVE STE 300 | CHECK NO. - 00583410 | 125.10 |
| LARIVIERE INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80098167 | 90,194.74 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|--|--------------------------------|-----------|
| MAX J KUNEY COMPANY | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80098169 | 53,615.92 |
| MURRAYSMITH INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80098087 | 32,127.50 |
| MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80097971 | 3,389.36 |
| PAMELA FLIPPINS | REFUNDS | |
| PO BOX 1524 | CHECK NO. - 00583408 | 24.09 |
| SHI CORP | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80098037 | 3,192.94 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80098098 | 1,819.52 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 3,787.94 |
| US BANK P CARD PAYMENTS | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80098116 | 69.74 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT | |
| | ACH PMT NO. - 80098116 | 120.43 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80098116 | 336.50 |
| US BANK P CARD PAYMENTS | PUBLICATIONS | |
| | ACH PMT NO. - 80098116 | 945.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80098116 | 107.49 |
| US BANK TRUST NA | RETIREMENT | |

| | | |
|------------------------------|--|-----------|
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 4,761.26 |
| WA STATE DEPT OF ECOLOGY | INTEREST ON LONG TERM DEBT ACH PMT NO. - 80098121 | 17,540.01 |
| WA STATE DEPT OF ECOLOGY | INTERGOVERNMENTAL LOANS ACH PMT NO. - 80098121 | 32,506.32 |
| WA STATE DEPT/TRANSPORTATION | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80098120 | 920.73 |

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|--|-------|------------|
| TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT | ----- | 254,069.96 |
|--|-------|------------|

4300 - SEWER FUND

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|--|---------------------------------|--------|
| FRATELLIS LLC 818 W RIVERSIDE AVE STE 300 | REFUNDS CHECK NO. - 00583409 | 157.21 |
|--|---------------------------------|--------|

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| TOTAL FOR 4300 - SEWER FUND | ----- | 157.21 |
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4310 - SEWER MAINTENANCE DIVISION

| | | |
|--|---|-----------|
| ACTION MATERIALS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097994 | 326.35 |
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097999 | 732.52 |
| ARCHBRIGHT INC | REGISTRATION/SCHOOLING ACH PMT NO. - 80098076 | 608.00 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098003 | 61.18 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80098003 | 31.88 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00583399 | 661.76 |
| CITY SERVICE VALCON LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80098007 | 8,776.89 |
| DEVRIES INFORMATION MANAGEMENT | CONTRACTUAL SERVICES ACH PMT NO. - 80098015 | 7.98 |
| DUKE'S ROOT CONTROL INC | CONTRACTUAL SERVICES ACH PMT NO. - 80098065 | 44,635.34 |
| FASTENAL CO | MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80098017 | 26.79 |
| L&T TRUCK DRIVER TRAINING INC | REGISTRATION/SCHOOLING ACH PMT NO. - 80098029 | 4,200.00 |
| NORCO INC | SAFETY SUPPLIES ACH PMT NO. - 80098033 | 182.03 |
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES ACH PMT NO. - 80098001 | 65.00 |

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|--|---|----------|
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098038 | 810.76 |
| STELLAR INDUSTRIAL SUPPLY INC | SAFETY SUPPLIES ACH PMT NO. - 80098040 | 20.22 |
| T-MOBILE | CELL PHONE CHECK NO. - 00583421 | 628.25 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 9,961.10 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 8.99 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 501.88 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|-----------|
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 870.38 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 6,240.22 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 250.00 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES ACH PMT NO. - 80098116 | 42.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 135.00 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098116 | 931.44 |
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES ACH PMT NO. - 80098116 | 930.31 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 12,958.20 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80098043 | 2,529.34 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 172.52 |

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

97,306.33

4320 - RIVERSIDE PARK RECLAMATION FAC

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|----------------------|---|--------|
| ALS LABORATORY GROUP | TESTING SERVICES ACH PMT NO. - 80097998 | 848.00 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098052 | 275.84 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80098052 | 79.67 |

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| BRANDSAFWAY SERVICES INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80098097 | 980.10 |
| CARLSON SHEET METAL WORKS INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098137 | 4,932.25 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00583511 | 5,844.46 |
| CINTAS CORPORATION NO 3 LOC 606 | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80098006 | 7,528.16 |
| CITY SERVICE VALCON LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80098062 | 4,271.75 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|-----------|
| CONTROL SOLUTIONS NW INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098140 | 19,408.52 |
| DELL MARKETING LP %DELL USA LP | OFFICE SUPPLIES ACH PMT NO. - 80098014 | 59.94 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE ACH PMT NO. - 80098152 | 140.57 |
| FELIX HAYNES | MINOR SAFETY EQUIPMENT CHECK NO. - 00583515 | 360.00 |
| FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098154 | 62.13 |
| GORLEY LOGISTICS LLC dba FIKES NORTHWEST | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80098069 | 50.74 |
| INLAND ENVIRONMENTAL RESOURCES INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098081 | 14,846.91 |
| INLAND POWER & LIGHT CO | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098162 | 139.40 |
| JESSE HERBOLDT | MINOR SAFETY EQUIPMENT CHECK NO. - 00583516 | 180.00 |
| KEMIRA WATER SOLUTIONS INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098164 | 11,027.51 |
| MCKINSTRY CO LLC LOCKBOX | MACHINERY/EQUIPMENT ACH PMT NO. - 80097967 | 26,858.70 |
| OLIN CORPORATION CHLOR ALKALI | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098092 | 23,158.70 |
| POINTE PEST CONTROL | CONTRACTUAL SERVICES ACH PMT NO. - 80098095 | 1,466.05 |
| SPOKANE INT'L AIRPORT | PERMITS/OTHER FEES ACH PMT NO. - 80098039 | 40.00 |
| TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA | TESTING SERVICES CHECK NO. - 00583429 | 258.00 |
| TWO RIVERS TERMINAL LLC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098113 | 5,176.21 |
| T-MOBILE | CELL PHONE | |

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|---------------------------|-------------------------------|-----------|
| | CHECK NO. - 00583421 | 29.75 |
| UNIVAR SOLUTIONS USA INC | CHEMICAL/LAB SUPPLIES | |
| DBA UNIVAR USA INC | CHECK NO. - 00583450 | 11,858.13 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 27,144.06 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098116 | 1,015.00 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--------------------------|--------------------------------|-----------|
| US BANK P CARD PAYMENTS | MINOR SAFETY EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 2,458.77 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 831.40 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 36,955.83 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80098116 | 141.95 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) | |
| | ACH PMT NO. - 80098116 | 1.50 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80098116 | 773.00 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 1,388.27 |
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80098116 | 614.72 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 36,242.58 |
| VERIZON WIRELESS | TELEPHONE | |
| | ACH PMT NO. - 80098043 | 1,027.21 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES | |
| | - | 209.87 |
| WILL SCHMITT | MINOR SAFETY EQUIPMENT | |
| | CHECK NO. - 00583447 | 180.00 |

| | | |
|---|-------|------------|
| TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC | ----- | 248,865.65 |
|---|-------|------------|

4330 - STORMWATER

| | | |
|-----------------------------|-----------------------------|----------|
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES | |
| | ACH PMT NO. - 80097999 | 732.52 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80098003 | 276.78 |
| BUDINGER & ASSOCIATES INC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098056 | 1,584.97 |
| CENTURYLINK | TELEPHONE | |
| | CHECK NO. - 00583511 | 2,529.37 |

| | | |
|--|--|----------|
| NORTH SPOKANE IRRIGATION DIST #8 | PUBLIC UTILITY SERVICE CHECK NO. - 00583418 | 31.51 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 4,826.27 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|----------|
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098116 | 2,096.81 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 6,324.51 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80098043 | 332.13 |
| VERIZON WIRELESS | TELEPHONE ACH PMT NO. - 80098043 | 308.88 |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES - | 36.60 |

TOTAL FOR 4330 - STORMWATER

19,080.35

4360 - ENVIRONMENTAL PROGRAMS

| | | |
|--|--|--------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 248.36 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 43.59 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 324.64 |

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS

616.59

4490 - SOLID WASTE DISPOSAL

| | | |
|--|---|------------|
| AIRGAS SPECIALTY PRODUCTS INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80098047 | 6,681.25 |
| AUBURN FILTER SENSE LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098002 | 2,615.00 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80098003 | 470.22 |
| BARR-TECH LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80098133 | 104,776.92 |
| BROADWAY TRUCK STOP/DIV OF ALSAKER CORP | MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00583398 | 60.00 |
| CINTAS CORPORATION NO 3 LOC 606 | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80098006 | 11,644.35 |
| ELJAY OIL CO INC | LUBRICANTS ACH PMT NO. - 80098066 | 1,049.88 |

| | | |
|------------------|---------------------------|----------|
| ELJAY OIL CO INC | MOTOR FUEL-OUTSIDE VENDOR | |
| | ACH PMT NO. - 80098066 | 1,319.72 |

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| | | |
|--|-------------------------------|------------|
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098068 | 268.86 |
| FASTENAL CO | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80098068 | 667.08 |
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80098068 | 238.26 |
| FASTENAL CO | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80098017 | 18.08 |
| GENERAL KINEMATICS CORPORATION | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80098072 | 7,074.96 |
| GORLEY LOGISTICS LLC dba FIKES NORTHWEST | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098069 | 6.65 |
| HYDRAULICS PLUS INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098159 | 6,726.64 |
| KENWORTH SALES COMPANY | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80098082 | 743.64 |
| KNIGHT CONSTRUCTION & SUPPLY INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098165 | 525,156.17 |
| LINN MACHINE & MFG | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098085 | 833.85 |
| LOOMIS ARMORED US INC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098086 | 857.97 |
| NORCO INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80098089 | 826.22 |
| NORTHSTAR CHEMICAL INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80098090 | 2,009.09 |
| PETE LIEN & SONS INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80098094 | 31,437.60 |
| REGIONAL DISPOSAL COMPANY | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098173 | 769,490.10 |
| SIGNS FOR SUCCESS INC | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80098099 | 247.47 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES | |
| | CHECK NO. - 00583451 | 217.63 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY | |
| | CHECK NO. - 00583522 | 19,421.22 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098116 | 145.45 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 638.70 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|--------------|
| US BANK P CARD PAYMENTS | OPERATING RENTALS/LEASES ACH PMT NO. - 80098116 | 2,924.62 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 570.64 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 325.35 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80098116 | 3.00 |
| US BANK P CARD PAYMENTS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80098116 | 1,252.95 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80098116 | 205.13 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 190.00- |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098116 | 34,461.89 |
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES ACH PMT NO. - 80098116 | 1,557.56 |
| US BANK P CARD PAYMENTS | SMALL TOOLS ACH PMT NO. - 80098116 | 1,855.14 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 26,778.96 |
| WA STATE DEPT OF NATURAL RESOURCES | PERMITS/OTHER FEES CHECK NO. - 00583424 | 24.31 |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES - | 1,979.52 |
| WASHINGTON EQUIPMENT MFG CO INC | BUILDING IMPROVEMENTS ACH PMT NO. - 80098122 | 9,585.67 |
| | | ----- |
| TOTAL FOR 4490 - SOLID WASTE DISPOSAL | | 1,576,977.72 |

4500 - SOLID WASTE COLLECTION

| | | |
|-----------------------|--|------------|
| BARR-TECH LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80098053 | 122,560.63 |
| BIG BELLY SOLAR LLC | OPERATING RENTALS/LEASES ACH PMT NO. - 80098055 | 36,004.88 |
| C & C YARD CARE | LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80098058 | 1,373.40 |
| SPOKANE INT'L AIRPORT | PERMITS/OTHER FEES ACH PMT NO. - 80098105 | 120.00 |

| | | |
|---------------------------|--------------------------------|-----------|
| SPOKANE PRO CARE INC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80098106 | 346.62 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 22,356.29 |
| US BANK P CARD PAYMENTS | BACKGROUND CHECKS | |
| | ACH PMT NO. - 80098116 | 11.90 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 295.78 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 697.72 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80098116 | 53.42 |
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80098116 | 573.17 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 29,428.33 |

| | | |
|---|-------|------------|
| TOTAL FOR 4500 - SOLID WASTE COLLECTION | ----- | 213,822.14 |
|---|-------|------------|

4530 - SOLID WASTE LANDFILLS

| | | |
|------------------------------|-------------------------------|-----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80098003 | 2,188.79 |
| CINTAS CORPORATION NO 3 | LAUNDRY/JANITORIAL SERVICES | |
| LOC 606 | ACH PMT NO. - 80098006 | 193.50 |
| JACOBS ENGINEERING GROUP INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098163 | 13,410.97 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 188.40 |
| US BANK P CARD PAYMENTS | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80098116 | 100.06 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80098116 | 26.52 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 914.18 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 250.72 |

| | | |
|--|-------|-----------|
| TOTAL FOR 4530 - SOLID WASTE LANDFILLS | ----- | 17,273.14 |
|--|-------|-----------|

4600 - GOLF FUND

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| | | |
|------------------------------|----------------------|--------|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00583451 | 263.73 |

| | | |
|--|--|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 2,095.96 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80098116 | 930.00 |
| US BANK P CARD PAYMENTS | CLOTHING ACH PMT NO. - 80098116 | 357.52 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 167.47 |
| US BANK P CARD PAYMENTS | GENERAL REPAIRS/MAINT ACH PMT NO. - 80098116 | 508.31 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 444.47 |
| US BANK P CARD PAYMENTS | MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 406.66 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 89.22 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 3,699.86 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 226.60 |
| US BANK P CARD PAYMENTS | OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 640.65 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES ACH PMT NO. - 80098116 | 46.35 |
| US BANK P CARD PAYMENTS | REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 771.88 |
| US BANK P CARD PAYMENTS | SMALL TOOLS ACH PMT NO. - 80098116 | 434.10 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 2,742.37 |

TOTAL FOR 4600 - GOLF FUND

13,825.15

4700 - DEVELOPMENT SVCS CENTER

| | | |
|------------------------------------|--|-------|
| AARON BIBBY | ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80098054 | 60.00 |
| AMERIWEST ELECTRIC DEAN W CLARK | PERMIT REFUNDS PAYABLE CHECK NO. - 00583439 | 25.00 |

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| | | |
|--|--|-------|
| DURIS CONSTRUCTION LLC JOSEPH DURIS | PERMIT REFUNDS PAYABLE CHECK NO. - 00583404 | 8.50 |
| EDWARD JAMES NEAL | ADVISORY TECHNICAL SERVICE CHECK NO. - 00583443 | 60.00 |
| FAITHFUL HAND HANDYMAN LLC | PERMIT REFUNDS PAYABLE | |

| | | |
|--|--|-----------|
| JULIE A BRUCERI | CHECK NO. - 00583414 | 138.00 |
| GRAND COULEE BUILDING PARTNERS IRE LLC | PERMIT REFUNDS PAYABLE CHECK NO. - 00583413 | 165.00 |
| INFINITE ELECTRIC COREY BUTCHER | PERMIT REFUNDS PAYABLE CHECK NO. - 00583416 | 15.00 |
| KYLE MICHAEL FINK | ADVISORY TECHNICAL SERVICE CHECK NO. - 00583430 | 120.00 |
| MACKIN & LITTLE INC E 2627 TRENT AVE | PERMIT REFUNDS PAYABLE CHECK NO. - 00583412 | 184.00 |
| NICHOLAS GOODMAN | ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80098126 | 60.00 |
| NORTH COUNTRY SERVICES LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80098170 | 576.19 |
| RAPTOR ROOTER & PLUMBING LLC ELIZABETH PALMER | PERMIT REFUNDS PAYABLE CHECK NO. - 00583405 | 15.00 |
| SETH MAEFSKEY 1009 E BROOKLAWN DR | PERMIT REFUNDS PAYABLE CHECK NO. - 00583415 | 100.00 |
| SH DRYWALL 20016 N AUSTIN RD | PERMIT REFUNDS PAYABLE CHECK NO. - 00583411 | 75.00 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098098 | 44.12 |
| SIMPLIFILE LC | LEGAL SERVICES ACH PMT NO. - 80098100 | 1,276.70 |
| STURM HEATING & A/C JON LUNDY | PERMIT REFUNDS PAYABLE CHECK NO. - 00583417 | 60.00 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 120.02 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 12,162.45 |
| US BANK P CARD PAYMENTS | BANK FEES ACH PMT NO. - 80098116 | 245.35 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 316.29 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 566.95 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80098116 | 333.32 |
| US BANK P CARD PAYMENTS | PUBLICATIONS ACH PMT NO. - 80098116 | 1,114.26 |
| US BANK P CARD PAYMENTS | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098116 | 180.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 16,230.75 |

| | | |
|--------------------------------|------------------------|----------|
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80098118 | 2,508.60 |
| VERIZON WIRELESS | IT/DATA SERVICES | |
| | ACH PMT NO. - 80098118 | 450.08 |
| WOOD RUN RENOVATE & REPAIR LLC | PERMIT REFUNDS PAYABLE | |
| NICHOL FEWKES | CHECK NO. - 00583440 | 25.00 |

| | | |
|--|--|-----------|
| TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER | | 37,235.58 |
|--|--|-----------|

5100 - FLEET SERVICES FUND

| | | |
|---|-------------------------------|-----------|
| ADVANCE AUTO PARTS | VEHICLE REPAIR & MAINT SUPPLY | |
| | CHECK NO. - 00583509 | 610.32 |
| ADVANCED PAGING & COMMUNICATIONS INC | VEHICLE REPAIR & MAINT SUPPLY | |
| | CHECK NO. - 00583510 | 313.92 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80098132 | 34.83 |
| BATTERY SYSTEMS INC | VEHICLE REPAIR & MAINT SUPPLY | |
| | ACH PMT NO. - 80098134 | 3,820.50 |
| BRAD L WHITE dba SUPERIOR FLUID POWER | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097984 | 3,004.80 |
| BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80098156 | 537.11 |
| BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE | VEHICLE REPAIR & MAINT SUPPLY | |
| | ACH PMT NO. - 80098156 | 11,575.76 |
| CINTAS CORPORATION NO 3 LOC 606 | LAUNDRY/JANITORIAL SERVICES | |
| | ACH PMT NO. - 80098138 | 1,933.52 |
| CLEAN ENERGY INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097937 | 315.98 |
| CONNELL OIL INC DBA CO-ENERGY | LUBRICANTS | |
| | ACH PMT NO. - 80098139 | 9,137.30 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80097944 | 129.20 |

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| | | |
|--|--------------------------------|-----------|
| CUMMINS NORTHWEST LLC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097946 | 15,435.28 |
| CUMMINS NORTHWEST LLC | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80098144 | 839.30 |
| CUMMINS NORTHWEST LLC | VEHICLE REPAIR & MAINT SUPPLY | |
| | ACH PMT NO. - 80098144 | 3,301.28 |
| DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC | VEHICLE REPAIR & MAINT SUPPLY | |
| | CHECK NO. - 00583512 | 4,552.52 |
| DISHMAN DODGE INC | VEHICLE REPAIR & MAINT SUPPLY | |
| | CHECK NO. - 00583385 | 144.62 |

| | | |
|---|---|-----------|
| ELJAY OIL CO INC | LUBRICANTS ACH PMT NO. - 80098149 | 683.70 |
| ENVIRO-CLEAN EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098150 | 35,501.67 |
| EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING | TOWING EXPENSE ACH PMT NO. - 80098151 | 1,248.87 |
| GRAINGER INC | MINOR EQUIPMENT ACH PMT NO. - 80097956 | 61.50 |
| GRAINGER INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097956 | 49.54 |
| GWP HOLDINGS LLC DBA DOBBS PETERBILT | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098148 | 48,553.51 |
| GWP HOLDINGS LLC DBA DOBBS PETERBILT | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098148 | 7,789.03 |
| INDUSTRIAL BOLT & SUPPLY INC IBS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097959 | 1,259.69 |
| INLAND PACIFIC HOSE & FITTINGS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097960 | 39.08 |
| JIT TRUCK PARTS LLC | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583387 | 4,708.81 |
| KENWORTH SALES COMPANY | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097962 | 284.18 |
| LEAVITT MACHINERY USA INC | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583388 | 303.29 |
| MICAELA MARTINEZ | OPERATING SUPPLIES ACH PMT NO. - 80097992 | 141.69 |
| MODERN MACHINERY CO INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097969 | 312.51 |
| MOTION AUTO SUPPLY PARTS WHOLESALERS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097970 | 594.89 |

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| | | |
|--|---|----------|
| NAPA AUTO PARTS GENUINE PARTS CO | MINOR EQUIPMENT ACH PMT NO. - 80097972 | 536.34 |
| NAPA AUTO PARTS GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097972 | 2,579.80 |
| NOVUS AUTO GLASS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098091 | 1,205.12 |
| OCHOCO MANUFACTURING CORP | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097974 | 931.26 |
| OWEN EQUIPMENT CO | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583390 | 73.91 |
| O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL | MINOR EQUIPMENT CHECK NO. - 00583389 | 4.50 |
| O'REILLY AUTOMOTIVE STORES INC | VEHICLE REPAIR & MAINT SUPPLY | |

| | | |
|--|---|-----------|
| dba FIRST CALL | CHECK NO. - 00583389 | 4.05- |
| PAPE MACHINERY INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097976 | 240.48 |
| RWC INTERNATIONAL LTD | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097978 | 176.96 |
| SAFETY KLEEN CORPORATION | HAZARDOUS WASTE DISPOSAL CHECK NO. - 00583392 | 1,799.51 |
| SITEONE LANDSCAPE SUPPLY LLC | OPERATING SUPPLIES ACH PMT NO. - 80097980 | 426.21 |
| SIX ROBBLEES INC | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583393 | 245.18 |
| SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098102 | 21,046.78 |
| SPOKANE HOUSE OF HOSE INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097982 | 2,120.28 |
| TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097985 | 2,719.07 |
| TIFCO INDUSTRIES | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097986 | 139.73 |
| TITAN TRUCK EQUIPMENT | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097987 | 177.39 |
| TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583394 | 715.41 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 8,999.95 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 2,567.46 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 303.01 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 103.66 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES ACH PMT NO. - 80098116 | 85.00 |
| US BANK P CARD PAYMENTS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098116 | 14,751.41 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 11,737.18 |
| WA STATE DEPT OF REVENUE | VEHICLE REPAIR & MAINT SUPPLY - | 123.93 |
| WAUSAU EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097988 | 897.68 |
| WENDLE FORD NISSAN ISUZU | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097989 | 213.86 |

| | | |
|---|---|------------|
| WENDLE FORD NISSAN ISUZU | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097989 | 1,289.92 |
| WESTERN REFUSE & RECYCLING EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097990 | 202.13 |
| WESTERN STATES EQUIPMENT CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097991 | 742.95 |
| WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098074 | 3,128.92 |
| WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80098157 | 19,539.13 |
| TOTAL FOR 5100 - FLEET SERVICES FUND | | 257,038.27 |

5200 - PUBLIC WORKS AND UTILITIES

| | | |
|---|--|-----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80098012 | 74.64 |
| PAMELA FLIPPINS PO BOX 1524 | REFUNDS CHECK NO. - 00583408 | 1.50 |
| PITNEY BOWES | IF REPROGRAPHICS CHECK NO. - 00583445 | 2,180.00 |
| SPOKANE COUNTY TREASURER | SPOKANE COUNTY ACH PMT NO. - 80098180 | 7,302.39 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00583451 | 17,706.79 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 3,391.94 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80098116 | 18.26 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 53.72 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 4,846.79 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80098118 | 75.56 |

| | |
|---|-----------|
| TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES | 35,651.59 |
|---|-----------|

5300 - IT FUND

| | | |
|--------------------------|--|-----------|
| MAGNET FORENSICS USA INC | SOFTWARE MAINTENANCE ACH PMT NO. - 80098030 | 4,905.00 |
| SHI CORP | SOFTWARE MAINTENANCE ACH PMT NO. - 80098037 | 11,270.60 |

| | | |
|--|--|-----------|
| STRUCTURED COMMUNICATION SYSTEMS INC | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098111 | 2,363.23 |
| THERESA PELLHAM | TELEPHONE CHECK NO. - 00583444 | 484.46 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 13,007.27 |
| US BANK P CARD PAYMENTS | IT/DATA SERVICES ACH PMT NO. - 80098116 | 595.20 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 488.51 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 479.09 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 184.87 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80098116 | 529.57 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 999.00 |
| US BANK P CARD PAYMENTS | SOFTWARE MAINTENANCE ACH PMT NO. - 80098116 | 1,177.03 |
| US BANK P CARD PAYMENTS | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80098116 | 178.00 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--------------------------------------|-----------|
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 16,528.45 |
|--|--------------------------------------|-----------|

TOTAL FOR 5300 - IT FUND

53,190.28

5400 - REPROGRAPHICS FUND

| | | |
|--|--|--------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 521.72 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80098116 | 521.72 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 682.00 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 5.61 |
| WCP SOLUTIONS | OPERATING SUPPLIES ACH PMT NO. - 80098123 | 183.75 |
| WCP SOLUTIONS | PRINTING/BINDING/REPRO ACH PMT NO. - 80098044 | 128.14 |

TOTAL FOR 5400 - REPROGRAPHICS FUND

2,042.94

5500 - PURCHASING & STORES FUND

| | | |
|--|--|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 1,603.50 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80098116 | 7.50 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 500.00- |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 2,118.96 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80098043 | 114.66 |

| | |
|---|----------|
| TOTAL FOR 5500 - PURCHASING & STORES FUND | 3,344.62 |
|---|----------|

5600 - ACCOUNTING SERVICES

| | | |
|--|---|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 8,027.94 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 144.36 |

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| | | |
|--|--|-----------|
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80098116 | 397.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 10,562.06 |

| | |
|--------------------------------------|-----------|
| TOTAL FOR 5600 - ACCOUNTING SERVICES | 19,131.36 |
|--------------------------------------|-----------|

5700 - MY SPOKANE

| | | |
|--|---|----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 1,596.26 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 103.55 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80098116 | 71.92 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 79.95 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 2,089.12 |
| WA STATE DEPT OF REVENUE | OFFICE SUPPLIES - | 7.20 |

| | |
|-----------------------------|----------|
| TOTAL FOR 5700 - MY SPOKANE | 3,948.00 |
|-----------------------------|----------|

5750 - OFFICE OF PERFORMANCE MGMT

| | | |
|--|------------------------|-----------|
| DELL MARKETING LP | COMPUTERS | |
| %DELL USA LP | ACH PMT NO. - 80098014 | 6,618.08 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 1,926.20 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 2,209.36 |
| TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT | | 10,753.64 |
| 5800 - RISK MANAGEMENT FUND | | |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00583451 | 237.51 |
| US BANK | EARNINGS CREDIT | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00583451 | 107.25- |
| US BANK OR CITY TREASURER | INSURANCE CLAIMS | |
| LIABILITY CLAIMS | ACH PMT NO. - 80098115 | 8,883.56 |
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| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 61.57 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 218.92 |
| TOTAL FOR 5800 - RISK MANAGEMENT FUND | | 9,294.31 |
| 5810 - WORKERS' COMPENSATION FUND | | |
| ALLIED ENVELOPE | PRINTING/BINDING/REPRO | |
| | ACH PMT NO. - 80097997 | 112.60 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 1,372.07 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 112.06 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 1,797.36 |
| TOTAL FOR 5810 - WORKERS' COMPENSATION FUND | | 3,394.09 |
| 5820 - UNEMPLOYMENT COMPENSATION FUND | | |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 14.38 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 18.80 |
| TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND | | 33.18 |

5830 - EMPLOYEES BENEFITS FUND

| | | |
|--|--|------------|
| DELTA DENTAL OF WASHINGTON | INSURANCE CLAIMS ACH PMT NO. - 80098197 | 29,839.92 |
| HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS | INSURANCE PREMIUMS ACH PMT NO. - 80098078 | 2,557.50 |
| KAISER FOUNDATION HEALTH PLAN OF WASHINGTON | INSURANCE CLAIMS ACH PMT NO. - 80098199 | 458,853.86 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | INSURANCE CLAIMS ACH PMT NO. - 80098096 | 242,876.94 |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | INSURANCE PREMIUMS ACH PMT NO. - 80098104 | 674,467.34 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 725.75 |

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| | | |
|--|---|--------|
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80098116 | 26.63 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80098191 | 969.86 |

| | |
|--|--------------|
| TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND | 1,410,317.80 |
|--|--------------|

5900 - ASSET MANAGEMENT FUND OPS

| | | |
|--|---|----------|
| AM HARDWARE CO | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80098000 | 1,154.34 |
| COEUR D'ALENE SERVICE STATION EQUIPMENT | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097939 | 3,702.42 |
| FIVE STAR PLUMBING | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097951 | 4,677.19 |
| INLAND EMPIRE FIRE PROTECTION COMPANY | BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00583386 | 918.65 |
| PROFESSIONAL CRANE INSPECTIONS | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097977 | 1,216.00 |
| PROFESSIONAL CRANE INSPECTIONS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097977 | 380.27 |
| ROTO-ROOTER/DIV OF RAM PLUMBING INC | BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00583391 | 5,958.42 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00583522 | 2,280.49 |
| US BANK P CARD PAYMENTS | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80098116 | 835.32 |
| US BANK P CARD PAYMENTS | CELL PHONE ACH PMT NO. - 80098116 | 80.63 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |

| | | |
|-----------------------------|-------------------------------|-----------|
| | ACH PMT NO. - 80098116 | 904.04 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80098116 | 11,935.26 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 2,981.02 |
| WESTERN STATES EQUIPMENT CO | BUILDING REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80097991 | 2,057.86 |
| WESTERN STATES EQUIPMENT CO | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80097991 | 625.20 |

| | | |
|--|-------|-----------|
| TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS | ----- | 39,707.11 |
|--|-------|-----------|

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5903 - PROPERTY ACQUISITION FIRE

| | | |
|--|-------------------------------|----------|
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 2,005.90 |
| US BANK P CARD PAYMENTS | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80098116 | 491.00 |
| US BANK P CARD PAYMENTS | VEHICLES | |
| | ACH PMT NO. - 80098116 | 30.38 |
| WA STATE DEPT OF REVENUE | MINOR EQUIPMENT | |
| | - | 1.07 |
| WA STATE DEPT OF REVENUE | PERSONAL PROTECTIVE EQUIPMENT | |
| | - | 5.57- |
| TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE | ----- | 2,522.78 |

6100 - RETIREMENT

| | | |
|-----------------------------|------------------------|----------|
| SITECRAFTING INC | WEB SERVICES | |
| | ACH PMT NO. - 80098176 | 55.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00583522 | 850.51 |
| US BANK P CARD PAYMENTS | POSTAGE | |
| | ACH PMT NO. - 80098116 | 4.98- |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80098191 | 1,123.60 |
| TOTAL FOR 6100 - RETIREMENT | ----- | 2,024.13 |

6200 - FIREFIGHTERS' PENSION FUND

| | | |
|----------------------------|------------------------|----------|
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT | |
| | ACH PMT NO. - 80098197 | 3,068.00 |
| PREMERA BLUE CROSS OR | SERVICE REIMBURSEMENT | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80098096 | 4,508.09 |

6255 - LAW ENFORCEMENT RECORDS MGMT

| | | |
|---------------------|----------------------|------|
| ANDREW CULTUM | DEPOSIT-COUNTY | |
| 201 BETZ RD APT 134 | CHECK NO. - 00583434 | 9.00 |

| | | |
|---------------------|----------------------------|-------|
| ANDREW CULTUM | DEPOSIT-POLICE GUN PERMITS | |
| 201 BETZ RD APT 134 | CHECK NO. - 00583434 | 18.00 |

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| | | |
|---------------------|------------------------------|-------|
| ANDREW CULTUM | DEPOSIT-SPD STATE REMITTANCE | |
| 201 BETZ RD APT 134 | CHECK NO. - 00583434 | 13.25 |

| | | |
|------------------------|----------------------|------|
| ARTHUR CONKLIN | DEPOSIT-COUNTY | |
| 1250 E CRAWFORD APT 20 | CHECK NO. - 00583432 | 9.00 |

| | | |
|------------------------|----------------------------|-------|
| ARTHUR CONKLIN | DEPOSIT-POLICE GUN PERMITS | |
| 1250 E CRAWFORD APT 20 | CHECK NO. - 00583432 | 18.00 |

| | | |
|------------------------|------------------------------|-------|
| ARTHUR CONKLIN | DEPOSIT-SPD STATE REMITTANCE | |
| 1250 E CRAWFORD APT 20 | CHECK NO. - 00583432 | 13.25 |

| | | |
|------------------------------|----------------------|------|
| DEVON BARBOUR | DEPOSIT-COUNTY | |
| 439 WESTWOOD SHP CTR PMB 261 | CHECK NO. - 00583437 | 9.00 |

| | | |
|------------------------------|----------------------------|-------|
| DEVON BARBOUR | DEPOSIT-POLICE GUN PERMITS | |
| 439 WESTWOOD SHP CTR PMB 261 | CHECK NO. - 00583437 | 18.00 |

| | | |
|------------------------------|------------------------------|-------|
| DEVON BARBOUR | DEPOSIT-SPD STATE REMITTANCE | |
| 439 WESTWOOD SHP CTR PMB 261 | CHECK NO. - 00583437 | 13.25 |

| | | |
|---------------------|----------------------|------|
| DUWETT O'NEAL | DEPOSIT-COUNTY | |
| 844 S MEADOWLARK LN | CHECK NO. - 00583438 | 9.00 |

| | | |
|---------------------|----------------------------|-------|
| DUWETT O'NEAL | DEPOSIT-POLICE GUN PERMITS | |
| 844 S MEADOWLARK LN | CHECK NO. - 00583438 | 18.00 |

| | | |
|---------------------|------------------------------|-------|
| DUWETT O'NEAL | DEPOSIT-SPD STATE REMITTANCE | |
| 844 S MEADOWLARK LN | CHECK NO. - 00583438 | 13.25 |

| | | |
|-------------------|----------------------|------|
| GEORGE WATERS | DEPOSIT-COUNTY | |
| 19040 18TH AVE NE | CHECK NO. - 00583436 | 9.00 |

| | | |
|-------------------|----------------------------|-------|
| GEORGE WATERS | DEPOSIT-POLICE GUN PERMITS | |
| 19040 18TH AVE NE | CHECK NO. - 00583436 | 18.00 |

| | | |
|-------------------|------------------------------|-------|
| GEORGE WATERS | DEPOSIT-SPD STATE REMITTANCE | |
| 19040 18TH AVE NE | CHECK NO. - 00583436 | 13.25 |

| | | |
|---------------------|----------------------|------|
| MARIANO VENTURA | DEPOSIT-COUNTY | |
| 2207 E CHATTAROY RD | CHECK NO. - 00583433 | 9.00 |

| | | |
|---------------------|----------------------------|-------|
| MARIANO VENTURA | DEPOSIT-POLICE GUN PERMITS | |
| 2207 E CHATTAROY RD | CHECK NO. - 00583433 | 18.00 |

| | | |
|---------------------|------------------------------|-------|
| MARIANO VENTURA | DEPOSIT-SPD STATE REMITTANCE | |
| 2207 E CHATTAROY RD | CHECK NO. - 00583433 | 13.25 |

| | | |
|--------------------|----------------------|------|
| SHERMAN GRAHAM | DEPOSIT-COUNTY | |
| 18455 W STATLER ST | CHECK NO. - 00583435 | 9.00 |

| | | |
|---|--|-------|
| SHERMAN GRAHAM 18455 W STATLER ST | DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00583435 | 18.00 |
| SHERMAN GRAHAM 18455 W STATLER ST | DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00583435 | 13.25 |
| SPOKANE COUNTY TREASURER PO BOX 2244 | DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00583431 | 34.25 |

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| | | |
|----------------------------|--|-----------|
| WA STATE DEPT OF LICENSING | DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00583452 | 32,199.00 |
|----------------------------|--|-----------|

| | | |
|---|-------|-----------|
| TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT | ----- | 32,515.00 |
|---|-------|-----------|

6300 - POLICE PENSION

| | | |
|---|---|----------|
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT ACH PMT NO. - 80098197 | 495.00 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT ACH PMT NO. - 80098096 | 6,087.36 |
| UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL | SERVICE REIMBURSEMENT CHECK NO. - 00583521 | 61.12 |

| | | |
|---------------------------------|-------|----------|
| TOTAL FOR 6300 - POLICE PENSION | ----- | 6,643.48 |
|---------------------------------|-------|----------|

6960 - SALARY CLEARING FUND NEW

| | | |
|---|--|-----------|
| AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS | AFLAC ACH PMT NO. - 80098128 | 30,153.15 |
| COLLECTION SERVICE CENTER IOWA | IOWA CHILD SUPPORT PAYMENT CEN CHECK NO. - 00583519 | 191.19 |
| DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U | DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80098146 | 105.00 |
| EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL | EMPLOYMENT SECURITY DEPT CHECK NO. - 00583513 | 280.40 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | ICMA RETIREMENT TRUST 457D CHECK NO. - 00583517 | 92,376.45 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | ICMA ROTH IRA CHECK NO. - 00583517 | 1,870.60 |
| ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER | ICMA ROTH IRA CHECK NO. - 00583518 | 775.00 |
| ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER | ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00583518 | 67,700.16 |
| JUNE WALLACE | JUNE WALLACE CHECK NO. - 00583524 | 1,040.32 |
| PEOPLE QUALIFIED COMMITTEE AFL-CIO | PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00583520 | 7.00 |
| REHN & ASSOCIATES | AW REHN-SEC 125 DEPENDENT CARE | |

| | | |
|------------------------|------------------------|-----------|
| SPOKANE CITY TREASURER | ACH PMT NO. - 80098174 | 3,571.48 |
| REHN & ASSOCIATES | AW REHN-SEC 125 HEALTH | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80098174 | 14,988.58 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/03/22
PAGE 52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|------------|
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80098181 | 71.86 |
| SPOKANE POLICE K-9 MEMBERSHIP FUND | POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80098179 | 90.00 |
| SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80098186 | 430.00 |
| SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80098188 | 296.00 |
| STANDARD INSURANCE COMPANY | STANDARD INSURANCE CO (VL/E) ACH PMT NO. - 80098185 | 10,884.70 |
| STANDARD INSURANCE COMPANY | STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80098185 | 216.80 |
| STANDARD INSURANCE COMPANY | STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80098185 | 2,255.50 |
| UNITED WAY | UNITED WAY ACH PMT NO. - 80098190 | 290.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | FICA WITHHOLDING-CITY CHECK NO. - 00583522 | 273,016.29 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | FIT WITHHOLDING-CITY CHECK NO. - 00583522 | 876,678.57 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | MEDI WITHHOLDING-CITY CHECK NO. - 00583522 | 117,966.46 |
| US BANK TRUST NA OR CITY OF SPOKANE | CITY RETIREMENT SYSTEM ACH PMT NO. - 80098191 | 439,228.36 |
| WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER | WA STATE CHILD SUPPORT CHECK NO. - 00583523 | 340.46 |
| WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS | DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00583525 | 799,383.58 |

| | | |
|---|-------|--------------|
| TOTAL FOR 6960 - SALARY CLEARING FUND NEW | ----- | 2,734,207.91 |
|---|-------|--------------|

| | | |
|--------------|-------|--------------|
| TOTAL CLAIMS | ----- | 9,846,749.60 |
|--------------|-------|--------------|

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, November 11, 2021

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:04 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs, and Council Members Cathcart, Stratton, and Wilkerson were present via Webex. Council Members Burke and Mumm were absent. Council Member Kinnear arrived at 11:17 a.m. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

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 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.

The purpose of the meeting was to hold discussion on the following topics:

- Joint meeting with Plan Commission on 2022 Work Plan
- Residential Development Code Amendments
- First Out ARP Project Proposals

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

Council Member Cathcart left at 11:53 a.m.

The meeting adjourned at 12:20 p.m.

Minutes prepared and submitted for publication in the December 1, 2021, issue of the Official Gazette.

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2021.

Breean Beggs
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, November 18, 2021

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:05 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs, and Council Members Cathcart, Kinnear, Stratton, and Wilkerson were present via Webex. Council Members Burke and Mumm were absent. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

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 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.

The purpose of the meeting was to hold discussion on the following topic:

- 2022 Budget Discussion

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 12:05 p.m.

Minutes prepared and submitted for publication in the December 1, 2021, issue of the Official Gazette.

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2021.

Breean Beggs
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, December 2, 2021

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:01 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs, and Council Members Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present via Webex. Council Member Burke was absent. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

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 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.

The purpose of the meeting was to hold discussion on the following topic:

- 2022 Budget Discussion

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 11:55 a.m.

Minutes prepared and submitted for publication in the December 15, 2021, issue of the Official Gazette.

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2021.

Breean Beggs
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, December 9, 2021

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:03 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs, and Council Members Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present via Webex. Council Member Burke was absent. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

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 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.

The purpose of the meeting was to hold discussion on the following topic:

- State Legislative Forum
- ARP Administrative Support
- 2022 Budget Discussion

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 12:25 p.m.

Minutes prepared and submitted for publication in the December 15, 2021, issue of the Official Gazette.

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2021.

Breean Beggs
City Council President

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

01/10/2022

Date Rec'd

12/22/2021

Clerk's File #

OPR 2022-0022

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

PE1208

Submitting Dept

CITY ATTORNEY

Contact Name/Phone

MICHAEL ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

MEMORANDUM OF UNDERSTANDING WITH THE SALVATION ARMY

Agenda Wording

This Memorandum of Understanding provides the terms and conditions under which the City would provide up to \$1,000,000 for initial operating expenses for start-up funding for Bridge Housing.

Summary (Background)

The Salvation Army identified the potential need for up to one million dollars for initial start-up expenses for the Way Out Shelter, a Bridge Housing Facility to be operated by the Salvation Army.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Expense \$ 1,000,000.00

Select \$

Select \$

Select \$

Budget Account

0300-53011-65410-54999-99999

#

#

#

Approvals**Dept Head**

ORMSBY, MICHAEL

Division Director**Finance**

BUSTOS, KIM

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

1/10/22 Committee Meeting

Council Sponsor

Council Member Kinnear

Distribution List

mormsby@spokanecity.org

aschmidt@integrate-technology.com

twallace@spokanecity.org

pingiosi@spokanecity.org

jperkins@spokanecity.org

efinch@spokanecity.org

bcoddington@spokanecity.org



City of Spokane

MEMORANDUM OF UNDERSTANDING

**Title: SUPPLEMENTAL FUNDING FOR
THE WAY OUT CENTER**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City") and **THE SALVATION ARMY**, a State of California non-profit corporation, whose address is 222 E. Indiana, Spokane, WA 99207 as ("TSA"), individually hereafter referenced as a "party," and together as the "parties."

WHEREAS, the City, Spokane County and the City of Spokane Valley (collectively referred to herein as the "Parties") adopted the Continuum of Care Strategic Plan in 2019 and the three parties later executed a joint Regional Project Charter on June 23, 2020 for the Regional Bridge Housing Center, the Center which is a Targeted Capacity Project (sometimes referred to as the "Project"); and

WHEREAS, the funding for the Project to be provided by the parties pursuant to the provisions set forth about is separate from the additional funding addressed in this MOU; and

WHEREAS, at a leadership meeting of the Parties in March of 2021, the Salvation Army identified the possible need for additional funding for the start-up phase of the Center, thru Calendar Year 2022; and

WHEREAS, the City has committed to provide up to an additional one million dollars to support the operation of the Center; and

WHEREAS, the City of Spokane, by letter from its Mayor dated March 31, 2021 (attached hereto as Exhibit "A") and Resolution No. 2021-0069, dated October 18, 2021 (attached here as Exhibit "B") has reaffirmed this commitment through Calendar Year 2022 of up to the sum of \$1,000,000; and

WHEREAS, this additional one-year term funding is subject to certain understandings and expectations of the Parties and the Salvation Army; and

WHEREAS, this term funding as to essentially serve as a backup if needed and other funding sources were not identified and did not provide the necessary funding.

The parties agree as follows:

The City and Salvation Army hereby agree as follows:

Section 1. Incorporation of the Recitals.

The recitals set forth above are hereby incorporated by this reference as a part of this MOU.

Section 2. Framework for Consideration of Expenses and by City.

The Parties and the Salvation Army recognize that a number of organizations have expressed a willingness to support the Project and the Center, but want to review the operations of the Center, as well as the start up costs experienced prior to participation in the Project. Recognizing that information regarding operations, finances and related issues will be important to these third party organizations, as well as to the Parties, the Salvation Army agrees, starting with the first quarter of 2022, to compile and share with the Parties this necessary operational and financial information within twenty (20) days of the end of each quarter. The Parties, Salvation Army and the third party organizations agree to review and discuss this information and determine what the difference between the total of payments received from the Parties and the operational costs for the Center is. Whatever amount is not covered by payments of the Parties and contribution of funds from other sources, including the third-party organizations, will be billed to the City for payment. The Salvation Army and the City agree that the amount paid by the City for Calendar Year 2022 shall not exceed one million dollars. The Parties and the Salvation Army also recognize and agree that this process will lead to adjustments to the budget and consideration of additional operational efficiencies.

- Monitoring health of integration
- Training staff to submission/form content standards
- Take corrective action on known deficiencies in submission standards
- Maintain networks/software security protocols

Section 3. Payments.

The Salvation Army shall submit its request for payment on a monthly basis to City of Spokane Accounting Department, W. 808 Spokane Falls Blvd., Spokane, WA 99203.

Section 4. Term.

This MOU shall become effective upon signature of the parties through December 31, 2022.

Section 5. Liability.

Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this memorandum of understanding.

Section 6. 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.

THE SALVATION ARMY

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

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

01/10/2022

Date Rec'd

1/6/2022

Clerk's File #

OPR 2022-0023

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

FIRE

Contact Name/Phone

BRIAN SCHAEFFER 625-7001

Project #**Contact E-Mail**

BSCHAEFFER@SPOKANECITY.ORG

Bid #

H-GACBUY FS12-19

Agenda Item Type

Purchase w/o Contract

Requisition #

TBD

Agenda Item Name

5903- PURCHASE OF FOUR(4) PUMPER TRUCKS

Agenda Wording

Purchase approval of (4) new Pumper trucks into the SFD Fleet will allow (4), 24 year old (average age) Pumper trucks to be removed from service and surplus or sold for scrap

Summary (Background)

SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to remove fire pumpers from front line service and place them in reserve status after 12 years of service. The new trucks meet current NFPA safety standards, providing a greater margin of safety for firefighters and citizens. New trucks have significantly cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risks.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 3,305,265.60

TBD

Select \$

#

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session\Other

Study Session - 1/6

Division Director

SCHAEFFER, BRIAN

Council Sponsor

CP Beggs, CM Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

kschmitt

For the Mayor

ORMSBY, MICHAEL

fireaccounting@spokanecity.org

Additional Approvals

bschaeffer

Purchasing

PRINCE, THEA

dstockdill

tprince

jatwood

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Hughes Fire Equipment Inc. (“Company”), and City of Spokane, a Municipality (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(c) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(c), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$3,305,265.60 (“Purchase Price”). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 16.5 to 22.5 months of the Effective Date of this Agreement, F.O.B. Customer’s facility, Spokane, Washington. Risk of loss shall pass to Customer upon Delivery. (b) Penalty Clause. Company shall pay Customer \$100.00 per day, effective 686 days from the date of contract execution, for any part of the Product has not been delivered to the Customer. This remedy is in addition to all other remedies

available to Customer a default of Company for its failure to perform its obligations under this Agreement. Payment for all penalties and liquidated damages, in the aggregate, shall not exceed 5% of the total purchase price of an individual unit. Company's delay in delivery shall be excused if the cause of such delay is beyond the control of, and without the fault or negligence of, Company, including but not limited to strikes, material shortages, acts of god, acts of the public enemy, acts of government entity, fires, floods, earthquakes, and epidemics. (c) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of Spokane

808 W. Spokane Falls Blvd.

Spokane, WA 99201

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false

in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

CUSTOMER: City of Spokane

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____

Customer Name: City of Spokane

| Quantity | Description | Price |
|----------|---|-----------------------|
| Four (4) | Pierce Arrow XT PUC Pumpers AS853 | \$3,079,472.00 |
| Less | Chassis Progress Payment Discount | (52,672.00) |
| | Subtotal | \$3,026,800.00 |
| Plus | Washington state sales tax at 8.90% | 269,385.20 |
| Plus | Washington state motor vehicle tax at 0.30% | 9,080.40 |
| | Total | \$3,305,265.60 |

Warranty Period: Standard per Proposal AS853

Training Requirements: Standard per Proposal AS853

Other Matters: A performance bond will be provided within thirty (30) days of contract execution.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A chassis progress payment in the amount of \$1,755,764.00 is due three (3) months prior to the ready for pick up from the factory date. An invoice will be provided thirty (30) days prior to the due date. If payment is made when due \$52,672.00 will be added to the final invoice. Final payment, including any changes made during the manufacturing process, will be due thirty (30) days after the apparatus leaves the factory for delivery. If payment isn't made at that time a late fee will be applicable.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2022 BETWEEN COMPANY AND CITY OF SPOKANE WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

STANDARD PER PROPOSAL AS853.

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER PROPOSAL AS853.

Briefing Paper (Public Safety and Community Health)

| | |
|--|---|
| Division & Department: | Fire |
| Subject: | Purchase of (4) Pumper trucks |
| Date: | December 22, 2021 |
| Author (email & phone): | dstockdill@spokanecity.org 435-7080 |
| City Council Sponsor: | CM Kinnear |
| Executive Sponsor: | Schaeffer |
| 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) | Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i> |
| Strategic Initiative: | Public Safety and Community Health |
| Deadline: | January 10, 2022 due to annual price increase on January 14, 2022. |
| Outcome: (deliverables, delivery duties, milestones to meet) | Incorporating (4) new Pumper trucks into the SFD Fleet will allow (4), 24 year old (average age) Pumper trucks to be removed from service and surplus or sold for scrap. |
| Background/History: SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to remove fire pumpers from front line service and place them in reserve status after 12 years of service. The new trucks meet current NFPA safety standards, providing a greater margin of safety for firefighters and citizens. Additionally, the new trucks have significantly cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risk to Fire personnel. | |
| Executive Summary: <ul style="list-style-type: none"> Fleet standardization--These (4) Pumper trucks will be identical to the Pierce PUC Pumpers purchased in 2018/2019, allowing for efficiencies in operations and maintenance. Group Purchase Savings-- Purchase will be made via HGAC (Houston Galveston Area Council) pricing through Hughes Fire Equipment Inc., the sole regional dealer for Pierce Manufacturing. Fair and Competitive-- HGAC pricing is competitively bid/pre-negotiated and has been successfully used by SFD for the last (4) Heavy Fire Apparatus purchases. Cost --\$3,305,265.60 -- Total cost for (4) Pumper trucks, including \$52,672.00 in prepayment discounts and 9.2% combined WA State use tax/motor vehicle tax. Delivery – Lead time is 16-21 months. Delivery not later than October 2023. | |
| 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: ARP 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: None Known challenges/barriers: Delays from logistical supply line for production are a risk for the emergency fleet in 2022 and 2023 | |

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

01/10/2022

Date Rec'd

1/6/2022

Clerk's File #

OPR 2022-0024

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

KELSEY MARTIN 6329

Project #**Contact E-Mail**

KMARTIN@SPOKANECITY.ORG

Bid #

TBD

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**1680 - TREASURY EMERGENCY RENT ASSISTANCE 2 (ERA2) SUB GRANT
LIVESTORIES**Agenda Wording**

CHHS is requesting permission to award \$4,072,919 to Geocko d/b/a LiveStories in ERA2 funds.

Summary (Background)

The Treasury ERA2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Expense \$ 4,072,919.00

Select \$

Select \$

Select \$

Budget Account

1760-95596-51040-54201-99999

#

#

#

Approvals**Dept Head**

CERECEDES, JENNIFER

Division Director

CERECEDES, JENNIFER

Finance

MURRAY, MICHELLE

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

UE 1/10/2022

Council Sponsor

CM Kinnear

Distribution List

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jcerecedes@spokanecity.org

kmartin@spokanecity.org

kclifton@spokanecity.org

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

Briefing Paper

Urban Experience Committee

| | |
|---|--|
| Division & Department: | Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department |
| Subject: | Treasury Emergency Rent Assistance 2 (ERA2) Sub Grant Recommendation |
| Date: | 1/5/2022 |
| Author (email & phone): | Kelsey Martin (kmartin@spokanecity.org 509-867-8539) |
| City Council Sponsor: | Lori Kinnear |
| Executive Sponsor: | Eric Finch |
| Committee(s) Impacted: | Public Safety and Community Health |
| Type of Agenda item: | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 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: | The grant has a retroactive start date of March 11, 2021 and the grant expires on September 30, 2025. |
| Outcome: (deliverables, delivery duties, milestones to meet) | CHHS is requesting permission to award \$5,165,418.00 in ERA2 funds. |
| <p>Background/History: The Treasury ERA2 is a continuation of The U.S. Department of Treasury’s response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.</p> | |
| <p>Executive Summary:</p> <p>CHHS initiated a Request for Proposals for the ERA 2.0 award of approximately \$5.2mm on December 6, 2021, and received three eligible applications from The Carl Maxey Center, Family Promise of Spokane, Geocko, Inc. dba LiveStories. The CHHS Evaluation and Review Committee provided funding recommendations for the initial T-RAP 1.0 award of \$9.2mm in June 2021 and T-RAP 2.0 award of \$10.2mm in November 2021 and was asked to participate in a similar process for the ERA 2.0 award.</p> <p>The CHHS Evaluation and Review Committee met on January 4, 2022 and reviewed the applications received. Based on applications received and their performance administering Federal and State funds between June 1, 2021, through December 31, 2021, including total rent assistance distributed and community partnerships developed, the Committee recommends allocating funds to Carl Maxey Center and LiveStories.</p> <p>CHHS RFP & Evaluation Committee Recommendation:</p> <p>Due to the ongoing needs of the community and the amount of applications in current subrecipient’s queues, the CHHS board recommends funds be distributed to LiveStories and Carl Maxey Center to fulfill their current application needs. We recognize Family Promise has TRAP 1.0 funding to fulfill the applications currently in queue.</p> | |

The RFP Review Committee recommended funding the two agencies at the following levels:

Total award: \$5,297,865.00

City Admin: \$132,446.00 (2.5%)

Carl Maxey Center: \$1,092,500.00

LiveStories Award: \$ 4,072,919.00

Their recommendation was approved by the CHHS Board on January 5, 2022.

Households must continue to meet the three federally required initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly during the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or housing instability.

The following households must be prioritized:

- Income at or below 50% AMI.
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: U.S. Treasury Department

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None.

Known challenges/barriers: None.

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

01/10/2022

Date Rec'd

1/6/2022

Clerk's File #

OPR 2022-0025

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

KELSEY MARTIN 6329

Project #**Contact E-Mail**

KMARTIN@SPOKANECITY.ORG

Bid #

TBD

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**1680 - TREASURY EMERGENCY RENT ASSISTANCE 2 (ERA2) SUB GRANT CARL
MAXEY**Agenda Wording**

CHHS is requesting permission to award \$1,092,500 to Carl Maxey Center in ERA2 funds.

Summary (Background)

The Treasury ERA2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Expense \$ 1,092,500.00

Select \$

Select \$

Select \$

Budget Account

1760-95596-51040-54201-99999

#

#

#

Approvals**Dept Head**

CERECEDES, JENNIFER

Division Director

CERECEDES, JENNIFER

Finance

MURRAY, MICHELLE

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

UE 1/10/2022

Council Sponsor

CM Kinnear

Distribution List

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kmartin@spokanecity.org

kclifton@spokanecity.org

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

Briefing Paper

Urban Experience Committee

| | |
|--|--|
| Division & Department: | Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department |
| Subject: | Treasury Emergency Rent Assistance 2 (ERA2) Sub Grant Recommendation |
| Date: | 1/5/2022 |
| Author (email & phone): | Kelsey Martin (kmartin@spokanecity.org 509-867-8539) |
| City Council Sponsor: | Lori Kinnear |
| Executive Sponsor: | Eric Finch |
| Committee(s) Impacted: | Public Safety and Community Health |
| Type of Agenda item: | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 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: | The grant has a retroactive start date of March 11, 2021 and the grant expires on September 30, 2025. |
| Outcome: (deliverables, delivery duties, milestones to meet) | CHHS is requesting permission to award \$5,165,418.00 in ERA2 funds. |
| <p><u>Background/History:</u> The Treasury ERA2 is a continuation of The U.S. Department of Treasury’s response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.</p> | |
| <p><u>Executive Summary:</u></p> <p>CHHS initiated a Request for Proposals for the ERA 2.0 award of approximately \$5.2mm on December 6, 2021, and received three eligible applications from The Carl Maxey Center, Family Promise of Spokane, Geocko, Inc. dba LiveStories. The CHHS Evaluation and Review Committee provided funding recommendations for the initial T-RAP 1.0 award of \$9.2mm in June 2021 and T-RAP 2.0 award of \$10.2mm in November 2021 and was asked to participate in a similar process for the ERA 2.0 award.</p> <p>The CHHS Evaluation and Review Committee met on January 4, 2022 and reviewed the applications received. Based on applications received and their performance administering Federal and State funds between June 1, 2021, through December 31, 2021, including total rent assistance distributed and community partnerships developed, the Committee recommends allocating funds to Carl Maxey Center and LiveStories.</p> <p>CHHS RFP & Evaluation Committee Recommendation:</p> <p>Due to the ongoing needs of the community and the amount of applications in current subrecipient’s queues, the CHHS board recommends funds be distributed to LiveStories and Carl Maxey Center to fulfill their current application needs. We recognize Family Promise has TRAP 1.0 funding to fulfill the applications currently in queue.</p> | |

The RFP Review Committee recommended funding the two agencies at the following levels:

Total award: \$5,297,865.00

City Admin: \$132,446.00 (2.5%)

Carl Maxey Center: \$1,092,500.00

LiveStories Award: \$ 4,072,919.00

Their recommendation was approved by the CHHS Board on January 5, 2022.

Households must continue to meet the three federally required initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly during the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or housing instability.

The following households must be prioritized:

- Income at or below 50% AMI.
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: U.S. Treasury Department

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None.

Known challenges/barriers: None.

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

01/10/2022

Date Rec'd

1/6/2022

Clerk's File #

OPR 2022-0026

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

ERIC FINCH 6455

Project #**Contact E-Mail**

EFINCH@SPOKANECITY.ORG

Bid #

TBD

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**

1680 - HOPE HOUSE ESG-CV FUNDING

Agenda Wording

Reallocate unspent ESG-CV funds to support an operations deficit at VOA's Hope House to ensure funding for 80 critical women's emergency shelter beds.

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 more detail.)

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 322,411.00

1540-95591-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

CERECEDES, JENNIFER

Study Session\Other

UE 1/10/2022

Division Director

CERECEDES, JENNIFER

Council Sponsor

CM Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

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efinch@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jcerecedes@spokanecity.org

Additional Approvals

CHHSgrants@spokanecity.org

Purchasing

PRINCE, THEA

CHHSaccounting@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

kclifton@spokanecity.org

Briefing Paper

Urban Experience Committee

| | |
|--|---|
| Division & Department: | Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department |
| Subject: | VOA Hope House Operations funding need |
| Date: | 1/6/22 |
| Author (email & phone): | Jenn Cerecedes & Eric Finch |
| 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: | Jan 1, 2022 |
| Outcome: (deliverables, delivery duties, milestones to meet) | Ensure funding for 80 critical women's emergency shelter beds. |
| <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"> • Reallocate unspent ESG-CV funds to support an operations deficit at VOA's Hope House. This will allow Hope House to continue to operate their 80 existing shelter beds. The reallocated funds will support Hope House for the next 6 months. VOA is using other short term funds for the first few weeks of January until this funding is released. • 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 VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO (“GRANTEE”) IN CONJUNCTION WITH EMERGENCY SOLUTIONS GRANT - CORONAVIRUS PROGRAM (“ESG-CV”)**

| | | | | |
|--|--|---|---|--|
| 1. Grantee Volunteers of America of Eastern Washington and Northern Idaho 525 West Second Avenue Spokane, Washington 99201 | | 2. Contract Amount \$322,411.00 | 3. Tax ID# 91-0577131 | |
| | | | 4. DUNS# 61301535 | |
| 5. Grantee's Program Representative Stephen Miller, Senior Vice President of Adult Services 525 W. 2 nd Ave Spokane, WA 99201 509-688-1140 smiller@voasokane.org | | | 6. City's Program Representative Eric Finch, Interim NHHS Division Director 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-625-6455 efinch@spokanecity.org | |
| 7. Grantee's Financial Representative Dayna Brown, Grant & Contract Billing Manager 525 W. 2 nd Ave Spokane, WA 99201 509-688-1107 dbrown@voaspokane.org | | | 8. City's Contract Representative Eric Finch, Interim NHHS Division Director 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-625-6455 efinch@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 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 Project 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”) Hope House Women’s Shelter Program (“Program”) in a manner satisfactory to the CITY, in accordance with the GRANTEE’s Flexible Surge Capacity Project 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 eighty (80) COVID-19 vulnerable adult women 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:

| | |
|----------------------------------|----------------------------|
| CMIS Project Name(s): | VOA –ES—HOPE HOUSE SHELTER |
| Population(s) Served: | Single adult women |
| Projected # of Households Served | Up to 80 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.

B. COORDINATED ASSESSMENT.

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

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 | \$20,942 |
| Operations | \$301,469 |
| TOTAL | \$322,411 |

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 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 CMIS 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. CMIS;
- 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 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.

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 CMIS 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/HMIS 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, HMIS@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.spokanehmis.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.spokanehmis.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 HMIS@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 HMIS@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 CMIS 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.

VOLUNTEERS OF AMERICA OF EASTERN
WASHINGTON AND NOTHERN IDAHO

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DRAFT

**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- CORONA VIRUS | | City Clerk # | | |
| | | Vendor ID # | | 006700 |
| | | 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:) | | | | |
| Volunteers of America 525 W 2nd Ave Spokane, WA 99201 | | | | |
| Grantee Certification | | | | |
| Project/Program: | Hope House Women's Shelter | 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: | 01/01/2022 - 06/30/2022 | 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) |
| ADMINISTRATION | | | | |
| Administration | \$ 19,038.00 | \$ - | \$ - | \$ 19,038.00 |
| Indirect Costs | \$ 1,904.00 | \$ - | \$ - | \$ 1,904.00 |
| <i>Subtotal</i> | \$ 20,942.00 | \$ - | \$ - | \$ 20,942.00 |
| OPERATIONS | | | | |
| Salaries & Benefits | \$ 192,420.00 | \$ - | \$ - | \$ 192,420.00 |
| Utilities | \$ 14,980.00 | \$ - | \$ - | \$ 14,980.00 |
| Supplies | \$ 16,178.00 | \$ - | \$ - | \$ 16,178.00 |
| Mileage | \$ 1,096.00 | \$ - | \$ - | \$ 1,096.00 |
| Food | \$ 10,446.00 | \$ - | \$ - | \$ 10,446.00 |
| Insurance | \$ 25,947.00 | \$ - | \$ - | \$ 25,947.00 |
| Client Assistance | \$ 4,719.00 | \$ - | \$ - | \$ 4,719.00 |
| Maintenance | \$ 745.00 | \$ - | \$ - | \$ 745.00 |
| Fees & Licenses | \$ 5,701.00 | \$ - | \$ - | \$ 5,701.00 |
| Training | \$ 437.00 | \$ - | \$ - | \$ 437.00 |
| Professional Services | \$ 1,533.00 | \$ - | \$ - | \$ 1,533.00 |
| Indirect Costs | \$ 27,267.00 | \$ - | \$ - | \$ 27,267.00 |
| <i>Subtotal</i> | \$ 301,469.00 | \$ - | \$ - | \$ 301,469.00 |
| GRAND TOTAL | \$ 322,411.00 | \$ - | \$ - | \$ 322,411.00 |
| Contract Amount (auto populated) | | \$ 322,411.00 | % Expended: 0.00% | |
| Total Expended to Date (auto populated) | | \$ - | | |
| Contract Remaining Balance | | \$ 322,411.00 | % Remaining: 100.00% | |
| ← Check box if final request. | | CHHS Approval: | | |

[illegible]

City Clerk #:

Date:

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| Staff Expense Report | | | | | | | | |
|---|-----------------|--|---------------------------------|--|-------------------------------|---------------------------------|----------------------------|--------------------------------|
| Organization: | VOA | | 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 | | | | | \$ - | \$ - | \$ - | \$ - |

City Clerk #:

Date:

Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.

**Match
Contribution
this Period**

10

1

Total Staff Expenses Requested this Period

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

01/10/2022

Date Rec'd

12/27/2021

Clerk's File #

CPR 1993-0069

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 APPOINTMENT TO DESIGN REVIEW BOARD

Agenda Wording

Appoint Robert Scarfo and Ryan Brodwater to a three-year term on the Design Review Board to serve from 1/1/2022 to 12/31/2024

Summary (Background)

Appoint Robert Scarfo to a three-year term on the Design Review Board to serve in the Landscape Architect position; Appoint Ryan Brodwater to a three-year term on the Design Review Board to serve in the Citizen at Large position

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

dgunderson@spokanecity.org

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
01/10/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 12/27/2021 |
| Clerk's File # | CPR 1991-0068 |
| 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 APPOINTMENT TO HUMAN RIGHTS COMMISSION |

Agenda Wording

Appoint Olivia Arballo-Saenz to a three-year term on the Human Rights Commission to serve from 1/1/2022 to 12/31/2024

Summary (Background)

Appoint Olivia Arballo-Saenz 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 | \$ | # |
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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> | |
| | |
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| | |

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

01/10/2022

Date Rec'd

12/20/2021

Clerk's File #

ORD C36165

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #

OPR 2022-0016 &

Contact Name/Phone

MAREN 625-6737

Project #**Contact E-Mail**

MMURPHY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0650 - SBO FOR WA DEPT OF COMMERCE TODI AND HAP GRANTS

Agenda Wording

An ordinance amending Ordinance C36161, passed by City Council December 13, 2021, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2022,

Summary (Background)

The City has been awarded two grants; a \$250,000 grant by WA Commerce to facilitate transit-oriented development that leverages investments in STA's The City Line, Spokane's first bus rapid transit route, planning for high-density residential development in the University District and a \$100,000 grant to implement strategies from the Housing Action Plan;

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 350,000

1360-94175-99999-33442

Expense \$ 350,000

1360-94175-58620-54201

Select \$

#

Select \$

#

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

MEULER, LOUIS

Study Session\Other

PIES Committee –

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Lori Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

tblack@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lmeuler@spokanecity.org

Additional Approvals

mmurphy@spokanecity.org

Purchasing

abeck@spokanecity.org

MANAGEMENT &

INGIOSI, PAUL

sbishop@spokanecity.org

smacdonald@spokanecity.org

korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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."

Summary (Background)

and whereas, subsequent to the adoption of the 2022 budget Ordinance C36161, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, as changes could not have been anticipated or known at the time of making such budget ordinance.

| Fiscal Impact | | Budget Account |
|---------------------------|----|-----------------------|
| Select | \$ | # |
| Select | \$ | # |
| Distribution List | | |
| jlargent@spokanecity.org | | |
| pingiosi@spokanecity.org | | |
| jstratton@spokanecity.org | | |
| | | |

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

| | |
|---|---|
| Division & Department: | Community and Economic Development, Planning Services |
| Subject: | Council Acceptance of Transit-Oriented Development Implementation (TODI) Grant for \$250,000 from WA Dept of Commerce |
| Date: | November 22, 2021 |
| Author (email & phone): | Maren Murphy, mmurphy@spokanecity.org |
| City Council Sponsor: | Council Member Kinnear |
| Executive Sponsor: | Mayor Nadine Woodward |
| Committee(s) Impacted: | Urban Experience & Public Infrastructure, Environment and Sustainability |
| 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) | <ul style="list-style-type: none"> • Comprehensive Plan, Chapter 3 Land Use, Chapter 4 Transportation, Chapter 6 Housing • Housing Action Plan |
| Strategic Initiative: | Increase housing quality and diversity, develop Spokane's transportation advantages |
| Deadline: | The final due date for deliverables must be no later than June 15, 2023. |
| Outcome: (deliverables, delivery duties, milestones to meet) | The TODI grant funds will be used to develop a subarea plan and conduct environmental analyses that facilitates TOD and high-density residential development along three City Line stations through the University District and adjacent to the Hamilton Street Corridor (see proposed study area on page 2). |
| Background/History: The City of Spokane has been awarded \$250,000 in grant funds from the Transit-Oriented Development and Implementation (TODI) grant program through the WA Dept. of Commerce. The 2021 Legislature created this grant program to facilitate transit-oriented development and leverage investment in public transportation services, plan for increased housing development within transit-rich areas, and conduct pre-development environmental review to streamline construction. | |
| Grant Overview: <ul style="list-style-type: none"> • Eligible activities for the TODI grant include preparation of state environmental policy act (SEPA) environmental impact statements, planned action ordinances, subarea plans, costs associated with the use of other tools under SEPA, and costs of local code adoption and implementation of such efforts. • The City will develop a subarea plan and conduct a planned action EIS. Grant awards may only fund efforts that address environmental impacts and consequences, alternatives and mitigation measures in sufficient detail to allow the analysis to be adopted in whole or in part by applicants for development permits within the geographic area analyzed in the plan. • The City will hire a consultant to help develop the deliverables and conduct the environmental analyses, but project management and public engagement will require staff time. • The process will include early and continuous community engagement with property owners, agency partners, key institutional and organizational stakeholders, businesses, and residents. | |
| 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.) <i>Grants funds from WA Commerce, no match required. Staff time will be required.</i> | |
| 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: | |

TODI Grant – Proposed Study Area



ORDINANCE NO C36165

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

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$350,000
 - a. \$250,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for transit-oriented development implementation (TODI).
 - b. \$100,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for housing action plan implementation (HAPI).
- 2) Increase the appropriation level by \$350,000
 - a. The increased appropriation is provided solely for contractual services in the Miscellaneous Grants Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the 2021 TODI & HAPI grants, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Interagency Agreement with

City of Spokane

through

Growth Management Services

For

Transit-Oriented Development Implementation (TODI) Grant

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-96721-010

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Transit-Oriented Development Implementation (TODI) Grant**

| | | | |
|---|--|---|--|
| 1. Contractor City of Spokane 1808 W Spokane Falls Blvd Spokane, WA 99201 | | 2. Contractor Doing Business As (optional) N/A | |
| 3. Contractor Representative Maren Murphy Assistant Planner II Phone: 509.625.6737 mmurphy@spokanecity.org | | 4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Benjamin Serr Easter Regional Manager 509.724.1699 benjamin.serr@commerce.wa.gov </div> <div> PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525 </div> </div> | |
| 5. Contract Amount \$250,000 | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date Date of Execution | 8. End Date 6/30/2025 contingent on reappropriation, 6/30/23 if not reappropriated |
| 9. Federal Funds (as applicable) NA | | <div style="display: flex; justify-content: space-between;"> <div> Federal Agency: NA </div> <div> CFDA Number NA </div> </div> | |
| 10. Tax ID # NA | 11. SWV # SWV0003387 | 12. UBI # 328-013-877 | 13. DUNS # NA |
| 14. Contract Purpose Transit-oriented development grant to facilitate transit-oriented development that leverages investments in The City Line with high-density residential development. | | | |
| 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 and Attachment “B” – Budget. | | | |
| FOR CONTRACTOR <div style="border-top: 1px solid black; margin-top: 20px;"> Nadine Woodward, Mayor City of Spokane </div> <div style="border-top: 1px solid black; margin-top: 20px;"> Date </div> | | FOR COMMERCE <div style="border-top: 1px solid black; margin-top: 20px;"> Mark K. Barkley, Assistant Director Local Government Division </div> <div style="border-top: 1px solid black; margin-top: 20px;"> Date </div> <div style="margin-top: 20px;"> APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE. </div> | |

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

1. AUTHORITY

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

2. 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.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed two hundred fifty thousand dollars (\$250,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. 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 not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-96721-010.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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.

The grantees must invoice for all expenses by June 17, 2023. The parties understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

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

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

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

5. 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.

6. 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.

7. 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
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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
INTERAGENCY AGREEMENT
STATE FUNDS**

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 or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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
INTERAGENCY AGREEMENT
STATE FUNDS**

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.

Scope of Work

Commerce will be monitoring the contracts twice a year to review progress in meeting milestones, deliverables and invoicing.

| Grant Objective 1: Create a University District TOD Subarea Plan along The City Line and adjacent to the Hamilton Street Corridor to support the growth of the area and leverage investment in transit and civic infrastructure. | | | |
|--|---|----------------|-------------------|
| Steps and Deliverables | Description | Start | End |
| Action 1 | Engagement, Existing Conditions, Visioning, and Draft Subarea Plan | Q1 2022 | Q3 2022 |
| Step 1.1 | Solicit RFP for consultant(s) and finalize selection | Q4 2021 | Q1 2022 |
| Step 1.2 | Define project intent and scope, and form interdisciplinary project team | Q1 2022 | Q1 2022 |
| Step 1.3 | Draft community engagement plan | Q1 2022 | Q1 2022 |
| Step 1.4 | Early and continuous community outreach | Q1 2022 | Q4 2022 |
| Deliverable 1a | Community Engagement Plan | | March 31, 2022 |
| Step 1.5 | Assess existing conditions and conduct market analysis for high density development | Q1 2022 | Q2 2022 |
| Step 1.6 | Develop and refine project vision | Q2 2022 | Q2 2022 |
| Deliverable 1b | Existing Conditions Draft Report | | June 30, 2022 |
| Step 1.7 | Identify development alternatives for environmental analysis that reviews existing and planned capital facilities improvements. | Q2 2022 | Q3 2022 |
| Step 1.8 | Expand on Housing Action Plan displacement analysis and develop anti-displacement and affordability measures | Q2 2022 | Q3 2022 |
| Step 1.9 | Develop draft subarea plan | Q2 2022 | Q3 2022 |
| Deliverable 1c | Draft University District TOD Subarea Plan with Anti-Displacement and Affordability Strategies | | December 31, 2022 |
| Action 2 | Refine and adopt Subarea Plan in coordination with Final EIS (Grant Objective 2) | Q1 2023 | Q2 2023 |
| Step 2.1 | Refine preferred alternative from SEPA planned action (Grant Objective 2) | Q1 2023 | Q1 2023 |
| Step 2.2 | Prepare implementation strategy and schedule of actions | Q1 2023 | Q1 2023 |
| Step 2.3 | Final draft subarea plan available for review by staff and public | Q2 2023 | Q2 2023 |

| | | | |
|---|--|----------------|-------------------|
| Deliverable 2 | Adopted University District TOD Subarea Plan | | June 15, 2023 |
| Grant Objective 2: Prepare a SEPA planned action for the University District TOD Subarea Plan to encourage and expedite development around the stations and leverage the investment in transit and civic infrastructure. | | | |
| Action 3 | Perform alternative analysis and Draft EIS | Q1 2022 | Q1 2023 |
| Step 3.1 | Determination of Significance/Scoping Notice | Q1 2022 | Q1 2022 |
| Step 3.2 | Assess existing conditions in coordination with subarea plan | Q1 2022 | Q3 2022 |
| Step 3.3 | Develop technical reports (transportation, stormwater, utilities, etc.) | Q3 2022 | Q3 2022 |
| Deliverable 3a | Summary of Technical Reports and SEPA Checklist | | December 31, 2022 |
| Step 3.4 | Assess environmental impacts of alternatives for high density development | Q3 2022 | Q4 2022 |
| Step 3.5 | Prepare Draft EIS and solicit public comments | Q4 2022 | Q1 2023 |
| Deliverable 3b | Draft EIS | | March 31, 2023 |
| Action 4 | Select preferred alternative and adopt planned action EIS and ordinance | Q1 2023 | Q2 2023 |
| Step 4.1 | Prepare Final EIS in conjunction with preferred alternative | Q1 2023 | Q1 2023 |
| Step 4.2 | Prepare Planned Action Ordinance | Q2 2023 | Q2 2023 |
| Step 4.3 | Public hearings with Plan Commission | Q2 2023 | Q2 2023 |
| Deliverable 4 | Ordinance adopting Planned Action EIS | | June 15, 2023 |

Budget

| | |
|---|-----------------------|
| Grant Objective 1: Create a University District TOD Subarea Plan | Commerce Funds |
| Action 1: Engagement, Existing Conditions, Visioning, and Draft Subarea Plan | \$80,000 |
| Deliverable 1a. Community Engagement Plan | \$10,000 |
| Deliverable 1b. Existing Conditions Report | \$25,000 |
| Deliverable 1c. Draft University District TOD Subarea Plan with Anti-Displacement and Affordability Strategies | \$45,000 |
| Action 2: Refine and adopt Subarea Plan | \$20,000 |
| Deliverable 2. Adopted University District TOD Subarea Plan | \$20,000 |
| Grant Objective 2: Prepare a SEPA planned action | Commerce Funds |
| Action 3: Perform alternative analysis and Draft EIS | \$120,000 |
| Deliverable 3a. Summary of Technical Reports and SEPA Checklist | \$50,000 |
| Deliverable 3b. Draft EIS | \$70,000 |
| Action 4: Select preferred alternative and adopt planned action EIS and ordinance | \$30,000 |
| Deliverable 4. Ordinance adopting Planned Action EIS | \$30,000 |
| Grant Total: | \$250,000 |

NOTE: The final Deliverable(s) for this grant represents twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).



Agenda Sheet for City Council Meeting of:
01/10/2022

| | |
|-----------------------|------------|
| Date Rec'd | 12/15/2021 |
| Clerk's File # | ORD C36164 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | BREEAN BEGGS 625-6254 |
| Contact E-Mail | BBEGGS@SPOKANECITY.ORG |
| Agenda Item Type | Emergency Ordinance |
| Agenda Item Name | 0320 - SPECIFYING RENTAL ASSISTANCE PROGRAM PARTICIPATION REQUIREMENTS |

Agenda Wording

An ordinance establishing requirements for participation in rental assistance programs; enacting a new chapter 18.08 of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

Millions of dollars for rental assistance that has not yet been fully distributed in Spokane, leaving eligible tenants vulnerable to eviction solely because the funds have not yet been distributed. In addition, the state-wide moratorium on residential evictions concluded at the end of October, 2021. The Mayor declared a housing emergency, which requires the City to take extraordinary steps to ensure that everyone has, and can keep, housing that is available and affordable to them.

| | | |
|------------------------------------|-------------------|---|
| 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> | MCCLATCHEY, BRIAN | <u>Study Session\Other</u> F&A Comm., 10/18/21 |
| <u>Division Director</u> | | <u>Council Sponsor</u> CP Beggs, CM Stratton, CM Wilkerson |
| <u>Finance</u> | | <u>Distribution List</u> |
| <u>Legal</u> | | |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | |
| <u>Additional Approvals</u> | | |
| <u>Purchasing</u> | | |
| | | |
| | | |
| | | |

ORDINANCE NO C36164

An ordinance establishing requirements for participation in rental assistance programs; enacting a new chapter 18.08 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, according to the U.S. Census American Community Survey's 2019 data, in Spokane, 56% of all housing units are priced at or below the median rent of \$1,098, and only 9% of all housing units rent for \$500 per month or less; and

WHEREAS, in Spokane, over 45% of renters are either cost-burdened (meaning they spend 30% or more of their income on rent) or extremely cost-burdened (meaning they spend 50% or more on rent); and

WHEREAS, nationwide, according to the Joint Center for Housing Studies at Harvard University, renters were more likely during the COVID-19 pandemic to lose employment than were homeowners, and Black and Hispanic renters are more likely to be cost-burdened or extremely cost-burdened; and

WHEREAS, renters with very low incomes and renters who have lost wages or employment during the COVID-19 pandemic are in a very vulnerable situation, as the perfect storm of historically low vacancy rates, a highly-constrained supply of rental housing that is affordable for people of very low incomes, potential back rent owed, the looming end of the eviction moratorium, and the high rate of cost-burdened renter households which pre-existed the COVID-19 pandemic create an extreme risk of housing instability; and

WHEREAS, housing instability from a variety of factors is a key driver of the increase in homelessness in Washington state, according to a recent report from the Washington Department of Commerce¹, and increasing rents show a nearly linear correspondence to increased rate of homelessness; and

WHEREAS, the federal and state government have provided millions of dollars to the City of Spokane for the purpose of rental assistance that has not yet been fully distributed, leaving tenants who have applied for and are eligible for assistance vulnerable to eviction solely for the reason that the funds have not yet been distributed by the programs charged with distribution; and

WHEREAS, the state-wide moratorium on residential evictions concluded at the end of October, 2021; and

WHEREAS, the Mayor has declared a city-wide housing emergency, which requires the City to take extraordinary steps to ensure that all our residents have, and keep, housing that is available and affordable to them; and

¹ "Homelessness in Washington State (2019)," Washington State Department of Commerce, available at: https://www.commerce.wa.gov/wp-content/uploads/2020/02/Homelessness-in-Washington-State_final.pdf (last reviewed Aug. 25, 2021).

WHEREAS, to address the confluence of these factors, the City Council determines that the City must take action now to protect renters who are receiving the benefit of housing assistance from the City, whether through direct payments or through rental assistance paid to a landlord, property owner, or property manager, to enable people of lower incomes to maintain housing stability, which is a key determinant of overall health, well-being, educational, and lifetime economic outcomes for children and families, to prevent homelessness, and to help mitigate the effects of the declared housing emergency.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 18.08 of the Spokane Municipal Code to read as follows:

Chapter 18.08 Rental Assistance Programs

Section 18.08.010 Purpose and Intent

The chapter is enacted to bridge gaps between proclamations of the Governor related to evictions and the state Legislature's enactment of SB 5160, and to reduce uncertainty for tenants and for landlords as the state implements post-COVID-19 long-term housing recovery strategies.

Section 18.08.020 Definitions

- A. "Customary and routine" means communication practices that were in place prior to March 18, 2020, but only to the extent that those communications reasonably notify a tenant of upcoming rent that is due; provide notice of community events, news, or updates; provide notice of availability of rental assistance or inquires as to whether a tenant has or is willing to seek rental assistance; document a lease violation; are related to negotiating a reasonable repayment plan or other program provided by SH 5160; or are otherwise consistent with this chapter.
- B. "Landlord" includes, in addition to landlords, property managers and property owners.
- C. "Operational eviction resolution pilot program" means a program that complies with the provisions of Section 7 of E2SSB 5160, is located in Spokane County, is serving or is able to serve pilot program clients, and is in compliance with a standing judicial order(s) of the Spokane County Superior Court.
- D. "Operational rental assistance program" means a program located in Spokane County in which the rental property is located, is receiving or able to receive applications for rental assistance from eligible renters and landlords, and is currently disbursing or is able to disburse funds.
- E. "Reasonable repayment plan" has the same meaning as "reasonable schedule for repayment," as defined in Section 4 of E2SSB 5160, and means a repayment plan

or schedule for unpaid rent that does not exceed monthly payments equal to one-third of the monthly rental charges during the period of accrued debt.

- F. “Rental assistance program” means financial assistance provided by the City of Spokane, whether derived from local funds or as a pass-through of state or federal funds or funds from any other source, to a landlord or to a tenant, to help defray the cost of past rent owed, future rent, relocation expenses, late fees, enforceable debt, damage mitigation costs, or any other costs incurred or owed by a tenant to a landlord and reimbursable from the rental assistance program, as particularly described in the specific program documents.

Section 18.08.030 Past rent owed

- A. If based in whole or in part on any arrears (rent owed) that accrued due to COVID-19 from February 29, 2020 through July 31, 2021, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate until both of the following conditions are met:
 - 1. a rental assistance program and an eviction resolution pilot program have been implemented and are operational in Spokane County; and
 - 2. a tenant has been provided with and has rejected or failed to respond within 14 days of receipt of such notice to an opportunity to participate in an operational rental assistance program and an operational eviction resolution pilot program.
- B. There is a presumption that any rent payment made on or after August 1, 2021, is applied to current rent before applying toward arrears.
- C. Each rental assistance program is authorized to share the application status of a tenant with the tenant’s landlord.

Section 18.08.040 Enforceable debt

- A. If based in whole or in part on any arrears for a current tenant that accrued due to COVID-19 from February 29, 2020 through July 31, 2021, landlords are prohibited from treating any unpaid rent or other charges related to a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was, in whole or in part, a result of the COVID-19 crisis, until such time as the landlord and tenant have been provided with an opportunity to resolve nonpayment of rent through a rental assistance program and an eviction resolution pilot program.
- B. This prohibition includes attempts to collect, or threats to collect, independently or through a collection agency, by filing an unlawful detainer or other judicial action, by withholding any portion of a security deposit, by reporting to credit bureaus, or by any other means.

Section 18.08.050 Future rent owed

- A. For rent accruing on August 1, 2021, or thereafter, it is the expectation that tenants will pay rent in full, negotiate a lesser amount or a payment plan with the tenant's landlord, or actively seek rental assistance if assistance is needed.
- B. Through December 31, 2022 for rent accruing on August 1, 2021, or thereafter, and unless an exception or other state law allows for eviction, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate, if, unless otherwise permitted by this chapter, a tenant has:
 - 1. made full payment of rent;
 - 2. made a partial payment of rent based on their individual economic circumstances as negotiated with the landlord; or
 - 3. has a pending application for rental assistance that has not been fully processed and the landlord has notice of that application.
- C. There is a presumption that any rent payment made on or after August 1, 2021, is applied to current rent before applying toward arrears.
- D. A landlord is not required to accept partial payment of rent but is required to offer a tenant a reasonable repayment plan as defined in this chapter and in compliance with SB 5160.
- E. A rental assistance program is authorized to share the application status of a tenant with the tenant's landlord.

Section 18.08.060 Late fees

Through December 31, 2022, landlords are prohibited from assessing, or threatening to assess, late fees for the nonpayment or late payment of rent or other charges related to a dwelling where such nonpayment or late payment occurred due to COVID-19 on or after February 29, 2020 through August 1, 2021.

Section 18.08.070 Written notice of resources and programs

For rent owed that accrued due to COVID-19 on or after February 29, 2020, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate without first providing the tenant with written notice of the funding resources and programs established in E2SSB 5160. The written material may be provided in hard copy or electronically. Links to these materials may also be found on the Washington state Attorney General Office's website.

Section 18.08.080 Reasonable payment plans

- A. For rent owed that accrued due to COVID-19 on or after February 29, 2020, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate if the landlord has made no attempt to establish a reasonable repayment plan with the tenant, or if they cannot agree on a plan and no local eviction resolution pilot program exists.
- B. Tenants must respond to landlords within 14 days of the landlord's offer.
- C. If a tenant fails to accept the terms of a reasonable repayment plan or if the tenant defaults on any rent owed under a repayment plan, a landlord must first provide notice to the tenant informing the tenant of the eviction resolution pilot program, and then follow the procedures provided in SB 5160, before filing an unlawful detainer action based in whole or in part on non-payment. The pilot program must be operational and accepting new referrals at the time the notice is sent and must be able to provide the tenant with an opportunity to participate in the program.

Section 18.08.090 Permissible unlawful detainer actions

Excepting the prohibitions stated herein, all other allowable evictions under ESHB 1236 and the current Residential Landlord-Tenant Act (RCW 59.18) and Manufactured/Mobile Home Landlord-Tenant Act (RCW 59.20) may proceed as otherwise allowed by law.

Section 18.08.100 Local law enforcement involvement in evictions prohibited

The Spokane Police Department is prohibited from serving, threatening to serve, or otherwise acting on eviction orders, including assisting any other jurisdiction or law enforcement agency in the same, affecting any dwelling unless the eviction order, including a writ of restitution, contains a written finding that the landlord has complied with this chapter and the unlawful detainer action is permitted under this chapter.

Section 18.08.110 Communications

- A. Nothing in this chapter precludes a landlord from engaging in customary and routine communications with tenants.
- B. Within these communications and parameters, landlords may provide information to tenants regarding financial resources, including coordinating with tenants in applying for rent assistance through the state's Emergency Rent Assistance Program (ERAP) or an alternative rent assistance program, and to provide tenants with information on how to engage with them in discussions regarding reasonable repayment plans as described in this chapter.

- C. Tenants must respond to landlords regarding establishing reasonable repayment plans and participation in eviction resolution programs per the timelines established in SB 5160.

Section 18.08.120 Retaliation prohibited

Landlords are prohibited from retaliating against individuals for invoking their rights or protections under this Proclamation, Proclamations 20-19 et seq., or any other state or federal law providing rights or protections for residential dwellings. Violation of this section is a misdemeanor.

Section 18.08.130 Right to legal counsel

- A. Nothing in this chapter modifies the requirement in Section 8 of E2SSB 5160 that a court must appoint an attorney for an indigent tenant in an unlawful detainer proceeding.
- B. The City of Spokane may implement a funding program to ensure implementation of Section 8 of SB 5160.

Section 18.08.140 Exclusions

This chapter does not apply to: (1) emergency shelters where length of stay is conditioned upon a resident's participation in, and compliance with, a supportive services program; (2) long-term care facilities licensed or certified by Department of Social and Health Services; (3) transient housing in hotels and motels; short-term rentals; (4) motor homes; (5) RVs; (6) public lands; and (6) camping areas.

Section 18.08.150 Penalties

- A. Each violation of this chapter is a class 1 civil infraction. This penalty is in addition to any other penalties available to a prevailing party, including economic damages, reasonable attorneys fees and costs, and exemplary damages.
- B. Nothing in this chapter precludes the City of Spokane from imposing additional remedies for a landlord's breach of a rental assistance program contract, such as for unjust enrichment, or reasonable costs and attorneys fees.

Section 18.08.160 Severability

If any section, subsection, paragraph, or sentence of this chapter is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, such provision(s) shall be severed from this chapter, and the remaining provisions of this chapter shall remain in force unaffected by such severance.

Section 2. That the City Council declares that an urgency and emergency exists, including the end of the eviction moratorium and the existence of a housing emergency

in Spokane, such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, 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

Briefing Paper

| | |
|---|---|
| Division & Department: | City Council |
| Subject: | Establishing requirements for participation in City of Spokane rental assistance programs |
| Date: | December 15, 2021 |
| Author (email & phone): | Breean Beggs (bbeggs@spokanecity.org) 625-6254 |
| City Council Sponsor(s): | Council President Beggs; Council Member Stratton |
| Executive Sponsor: | None |
| Committee(s) Impacted: | Urban Development/Urban Experience |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | <p>Comprehensive Plan Policy H 1.6 (Fair Housing): promote compliance with fair housing laws.</p> <p>Comprehensive Plan Policy H 1.10 (Lower-Income Housing Development Incentives): Support and assist the public and private sectors to develop lower-income or subsidized housing for households that cannot compete in the market for housing by using federal, state, and local aid.</p> |
| Strategic Initiative: | Available Housing; Our Most Vulnerable; Safer Community. |
| Deadline: | File for Council consideration following committee meeting. |
| Outcome: (deliverables, delivery duties, milestones to meet) | Creation of requirements for landlord participation in rental assistance programs; increase housing stability for renters; creation of predictable framework for participation in rental assistance programs. |
| Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: (revenue generating, match requirements, etc.) N/A | |
| Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: New program requirements for participants in rental assistance programs. Known challenges/barriers: Adoption of new program requirements for participations in rental assistance programs. | |



Agenda Sheet for City Council Meeting of: 01/10/2022

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 12/28/2021 |
| <u>Clerk's File #</u> | RES 2022-0007 |
| <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 X6714 |
| <u>Contact E-Mail</u> | BBEGGS@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Resolutions |
| <u>Agenda Item Name</u> | 0320 - APPOINTING CMS TO BOARDS AND COMMISSIONS IN 2022 |

Agenda Wording

A Resolution appointing Council Members to various boards and commissions for 2022.

Summary (Background)

Annually, during the second meeting of the year, City Council Members are appointed to various boards, committees and commissions for the year. In addition to the CM appointments, this resolution appoints all CMs as alternates to all boards, commissions and committees and the Mayor as an additional alternate to the STA Board.

| | | |
|-----------------------------|-------------------|------------------------------|
| 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> | ALLERS, HANNAHLEE |
| <u>Division Director</u> | |
| <u>Finance</u> | |
| <u>Legal</u> | |
| <u>For the Mayor</u> | |
| <u>Additional Approvals</u> | |
| <u>Purchasing</u> | |
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RESOLUTION NO 2022-0007

A resolution appointing City Council Members to boards, committees, and commissions for 2022.

WHEREAS, City Council members are appointed to serve on various boards, committees, and commissions, including City Council standing committees, inter-governmental boards, and various other boards and committees; and

WHEREAS, City Council standing committee appointments are governed by chapter 02.005 of the Spokane Municipal Code and Rule 9 of the City Council's Rules of Procedure; and

WHEREAS, Section 02.005.010(D)(6) of the Spokane Municipal Code provides that standing committee membership shall be determined at the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council; and

WHEREAS, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list.

BE IT ALSO RESOLVED that all Council Members are formally appointed to serve as alternates on any listed board, commission or committee when an appointed Council Member cannot attend. Alternate Council Members will be chosen at the discretion of the Council President. The Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors.

BE IT ALSO RESOLVED that subsequent changes to the appointments on the attached list approved by this resolution may be approved by motion of the Council.

Passed by the City Council this ____ day of January, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

| Committee/Board | 2022 |
|---|---------------------------------------|
| Council President Pro-Tem | Lori Kinnear |
| Standing Council Committees | |
| Urban Experience | Chair: Stratton; Vice: Zappone |
| Finance & Administration | Chair: Wilkerson; Vice: Cathcart |
| Public Infrastructure, Environment & Sustainability | Chair: Kinnear; Vice: Bingle |
| Public Safety & Community Health | Chair: Cathcart; Vice: Beggs |
| Boards and Commissions | |
| 911 Integrated Response Committee | N/A |
| Aging and Long Term Care | Stratton |
| Airport Board | Beggs |
| Association of Washington Cities Board | Wilkerson, Stratton |
| Board of Health | N/A |
| Budget | Beggs, Wilkerson, Cathcart |
| Community Assembly | Rotates |
| Community Health and Human Services | Wilkerson, Bingle |
| C.O.P.S. | Stratton |
| Council Liaison - Equity Subcommittee | Wilkerson |
| Council Liaison - Housing Action Subcommittee | Cathcart |
| Council Liaison - Sustainability Action Subcommittee | Kinnear |
| Docketing | Kinnear, Cathcart, Zappone |
| Downtown Spokane BID Board | Stratton |
| Fire Pension (must include Finance Chair) | Cathcart, Wilkerson |
| Growth Management Act Steering Committee of Elected Officials | Beggs, Cathcart, Kinnear |
| Human Rights Commission | Zappone |
| Investment Committee | Kinnear |
| Legislative Team | Beggs, Zappone, Bingle |
| Library Board | Bingle |
| Lodging Tax Advisory Committee (PFD) | Wilkerson |
| Lodging Tax Advisory Committee (1.3%) | Wilkerson |
| Mayor's Economic Advisory Committee | Rotates |
| MFTE Review & Update Committee | Beggs, Bingle, Zappone |
| Park Board | Bingle |
| Park Board Exec Committee | Bingle |
| Parking Advisory Committee | Kinnear, Stratton |
| Partnership Policy (Schools, Parks, Libraries) | Bingle, Zappone |
| Plan Commission | Kinnear |
| Plan Commission - Transportation Sub. | Bingle |
| Priority Spokane | Stratton |
| Police Advisory Committee | Cathcart |
| Police Pension | Beggs, Cathcart |
| Regional Governance Committee | Beggs |
| Recovery Plan Workgroup | Beggs, Wilkerson, Zappone |
| Redistricting Committee | Beggs, Zappone |
| Spokane Arts | Stratton |
| Spokane Employees Retirement Board | Bingle |
| Spokane Regional Law and Justice | N/A |
| Spokane Regional Solid Waste Liaison Board | Bingle |
| Spokane Regional Transportation Council | Wilkerson, Zappone |
| Spokane Transit Authority (STA) | Kinnear, Stratton, Wilkerson, Zappone |
| STA Central City Line | Kinnear |
| Strategic Planning Committee | Kinnear, Stratton, Cathcart |
| TPA Commission/Hotel Motel Commission | Wilkerson |
| Traffic Calming/PhotoRed | Beggs, Cathcart, Zappone |
| University District PDA | Beggs |
| Visit Spokane | Wilkerson |
| West Plains PDA/S3R3 | Beggs |
| The Yard PDA | Cathcart |

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

01/10/2022

Date Rec'd

1/6/2022

Clerk's File #

RES 2022-0008

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

CITY COUNCIL

Contact Name/Phone

BRIAN SCHAEFFER 625-7001

Project #**Contact E-Mail**

BSCHAEFFER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - AUTHORIZING THE PURCHASE OF PUMPER TRUCKS FOR SFD

Agenda Wording

A Resolution authorizing purchase of (4) Pierce Pumper trucks from Hughes Fire Equipment (HFE) of Springfield, OR, in the amount of \$3,305,265.60, with the specific funding source to be determined.

Summary (Background)

SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to place fire pumpers in reserve status after 12 years of service. The new trucks meet current NFPA safety standards, providing a greater margin of safety for firefighters and citizens. The new trucks have cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risk to Fire personnel.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

1/6 Study Session

Division Director**Council Sponsor**

CP Beggs, CM Kinnear

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

Briefing Paper (Public Safety and Community Health)

| | |
|--|---|
| Division & Department: | Fire |
| Subject: | Purchase of (4) Pumper trucks |
| Date: | December 22, 2021 |
| Author (email & phone): | dstockdill@spokanecity.org 435-7080 |
| City Council Sponsor: | CM Kinnear |
| Executive Sponsor: | Schaeffer |
| 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) | Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i> |
| Strategic Initiative: | Public Safety and Community Health |
| Deadline: | January 10, 2022 due to annual price increase on January 14, 2022. |
| Outcome: (deliverables, delivery duties, milestones to meet) | Incorporating (4) new Pumper trucks into the SFD Fleet will allow (4), 24 year old (average age) Pumper trucks to be removed from service and surplus or sold for scrap. |
| Background/History: SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to remove fire pumpers from front line service and place them in reserve status after 12 years of service. The new trucks meet current NFPA safety standards, providing a greater margin of safety for firefighters and citizens. Additionally, the new trucks have significantly cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risk to Fire personnel. | |
| Executive Summary: <ul style="list-style-type: none"> Fleet standardization--These (4) Pumper trucks will be identical to the Pierce PUC Pumpers purchased in 2018/2019, allowing for efficiencies in operations and maintenance. Group Purchase Savings-- Purchase will be made via HGAC (Houston Galveston Area Council) pricing through Hughes Fire Equipment Inc., the sole regional dealer for Pierce Manufacturing. Fair and Competitive-- HGAC pricing is competitively bid/pre-negotiated and has been successfully used by SFD for the last (4) Heavy Fire Apparatus purchases. Cost --\$3,305,265.60 -- Total cost for (4) Pumper trucks, including \$52,672.00 in prepayment discounts and 9.2% combined WA State use tax/motor vehicle tax. Delivery – Lead time is 16-21 months. Delivery not later than October 2023. | |
| 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: ARP 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: None Known challenges/barriers: Delays from logistical supply line for production are a risk for the emergency fleet in 2022 and 2023 | |

RESOLUTION NO. 2022-0008

A Resolution authorizing purchase of (4) Pierce Pumper trucks from Hughes Fire Equipment (HFE) of Springfield, OR, in the amount of \$3,305,265.60.

WHEREAS, the Spokane Fire Department in an ongoing effort to maintain a modern, reliable fleet of emergency vehicles; and

WHEREAS, because of their age and current condition, (4) existing SFD pumper trucks have exceeded their expected service life; and

WHEREAS, an immediate purchase will avoid a 6% annual price increase which becomes effective January 14, 2022; and

WHEREAS, the specific funding source for this purchase has yet to be determined.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby authorizes the purchase of (4) Pierce Pumper trucks from Hughes Fire Equipment.

BE IT FURTHER RESOLVED that City Council will determine the specific funding source for this purchase no later than September 1, 2022.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

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

01/03/2022

Date Rec'd

10/25/2021

Clerk's File #

ORD C36137

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT &

Cross Ref #**Contact Name/Phone**

KRIS BECKER 6392

Project #**Contact E-Mail**

KBECKER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

ESTABLISHING A NEW PENALTY FOR VIOLATIONS OF THE BUILDING CODE

Agenda Wording

An ordinance relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule - Building Construction found in Section 01.05.150 of the Spokane Municipal Code.

Summary (Background)

Per Section 114 of the International Building Code, it is unlawful for any person to construct, alter, extend, or demolish a building in violation of the provisions of the code. Section 110 of the IBC requires inspections during the construction process, and failure to request those inspections is a violation of the code.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 12/13/2021

Division Director

MACDONALD, STEVEN

Council Sponsor

CP Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

tpalmquist@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

rbenzie@spokanecity.org

Purchasing

jrichman@spokanecity.org

tszambelan@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

After serving proper notice of the violation on the responsible party and directing the discontinuance of such violation, the building official is authorized to request legal counsel to institute appropriate proceedings at law or equity to restrain the violation, including assessment of penalties. SMC 1.05.150 establishes the penalty schedule for violations of building codes.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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Briefing Paper

Urban Experience Committee

| | |
|--|---|
| Division & Department: | Development Services Center - Building |
| Subject: | Update the penalty schedule for violations of the building code. |
| Date: | December 13, 2021 |
| Author (email & phone): | Kris Becker, kbecker@spokanecity.org , (509)625-6392 |
| City Council Sponsor: | Breean Beggs |
| Executive Sponsor: | Kris Becker |
| Committee(s) Impacted: | Urban Experience |
| 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) | IBC 110 Inspections IBC 114 Violations |
| Strategic Initiative: | Urban Experience, Safe and Healthy |
| Deadline: | Ordinance Adoption proposed for Dec 2021/Jan 2022 |
| Outcome: (deliverables, delivery duties, milestones to meet) | Update the penalty schedule for civil infractions to include permit holders who fail to request and receive required inspections for work identified in the permit. |
| <p><u>Background/History:</u> Per Section 114 of the International Building Code, it is unlawful for any person to construct, alter, extend, or demolish a building in violation of the provisions of the code. Section 110 of the IBC requires inspections during the construction process, and failure to request those inspections is a violation of the code. After serving proper notice of the violation on the responsible party and directing the discontinuance of such violation, the building official is authorized to request legal counsel to institute appropriate proceedings at law or equity to restrain the violation, including assessment of penalties. SMC 1.05.150 establishes the penalty schedule for violations of building codes.</p> | |
| <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Update the penalty schedule in SMC 1.05.150 to include failure to request required inspections as a Class 2 Violation. Attachments – Proposed Text Amendment | |
| <p><u>Budget Impact:</u> N/A</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>If new, specify funding source: N/A no budget impact to this site specific rezone (type III land use permit)</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p> | |
| <p><u>Operations Impact:</u></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: N/A</p> <p>Known challenges/barriers: N/A</p> | |

ORDINANCE NO C36137

AN ORDINANCE relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule – Building Construction found in Section 01.05.150 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That the Penalty Schedule – Building Construction found in SMC 01.05.150 is amended to read as follows:

Section 01.05.150 Penalty Schedule – Building Construction

| SMC 1.05.150 Penalty Schedule – Building Construction | | |
|--|--|------------------------|
| Infraction | | Violation Class |
| Chapter 14 IFC | Failure to Provide Fire Safety During Building Construction, Demolition, or Alteration | 3 |
| IFC 105 SMC 17F.080.050 SMC 17G.010.140 SMC 17G.010.150 | Failure to Provide Plans/Specifications for Department Review | 2 |
| IFC 105 SMC 17F.080.060 | Failure to Obtain Required Permit | 2 |
| IFC 111 SMC 17G.010.080 | Working in Disregard of Stop-work Order | 1 |
| IFC 605.9 | Use of Temporary Wiring in an Unapproved Manner | 1 |
| IFC 3801.2 | Installation of LPG Equipment Without Permit | 2 |
| IMC 106.2 SMC 17F.090.030 | Lack of Permit Required by IMC 106.1 | 1 |
| SMC 10.26.010(A) | Relocate Building Without Permit | 2 |
| SMC 10.29.010(B) | Blasting Without Permit | 1 |

| | | |
|--|--|----------|
| SMC 10.29.032 | Excess Heating Apprentices on Job | 3 |
| SMC 10.29.040 | Unsupervised Plumbing Apprentice | 2 |
| SMC 11.08.030 SMC 17F.090.030 | Install, Alter, Replace System Actively Using Solar Energy Without Building, Mechanical, or Combination Permit | 3 |
| SMC 11.17.050 - SMC 11.17.330 | Violation of Sign Code | 2 |
| SMC 13.03.0330 | Connection to Sewer Without Permit | 1 |
| SMC 17F.030.040 | Install Boiler, Pressure Vessel Without Installation Permit | 1 |
| SMC 17F.030.100 | Repair, Alter Boiler, Pressure Vessel Without Repair Permit | 1 |
| SMC 17F.040.020 | Grading Without Permit (Adopted Appendix of the International Building Code: SMC 8.02.031) | 1 |
| IBC 105 IRC 105 IEBC 105 | Construction Without Building Permit | 2 |
| SMC 17F.040.075 | Must Use City Solid Waste Collection/Disposal as Condition of Building/Demolition Permit | 1 |
| SMC 17F.040.190 SMC 17F.050.140 SMC 17F.090.070 SMC 17F.100.040 | Failure to Take Corrective Action | 2 |
| SMC 17F.050.020 | Work Without Electrical Permit | 1 |
| SMC 17F.050.040 | Improper or Unapproved Electrical Material or Equipment | 1 |
| SMC 17F.060.020 | Work Without Elevator Installation Permit | 1 |
| SMC 17F.060.030 | <u>Failure to have City Inspector witness required conveyance tests</u> | <u>1</u> |
| SMC 17F.060.040 SMC 08.02.033 | <u>Failure to De-Commission a Conveyance</u> | <u>1</u> |
| SMC 17F.080.050 SMC 17F.080.140 | Install, Alter, Repair Fire Protection/Extinguishing Equipment Without Permit | 1 |

| | | |
|-----------------------|---|----------|
| SMC 17F.100.020 | Plumbing Without Permit | 2 |
| SMC 17G.010.100(C)(2) | Installation/Repair of Gas- or Oil-fueled HVAC Equipment Without Permit | 1 |
| <u>IBC 110, 114</u> | <u>Failure to request required inspections</u> | <u>2</u> |

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date