

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the August 29, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of August 29, 2022:

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

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2481 868 6704; password: 0320

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

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, August 29, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

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

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

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during 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 the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

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 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the

presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.

- e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 29, 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 August 29, 2022:

User Name: **COS Guest**

Password: **3JPMwUpX**

**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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

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

PROCLAMATIONS AND SALUTATIONS

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

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS**RECOMMENDATION**

Spokane Human Rights Commission: One Appointment Approve CPR 1991-0068

ADMINISTRATIVE REPORTS**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------------------|
| 1. Contract Renewal 2 of 2 with Rubicon Global, LLC (Atlanta, GA) for solid waste collections management and telematics system for Solid Waste Collection and Street vehicles from October 1, 2022 through September 30, 2023—\$189,092.11 (incl. tax). (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2018-0598 RFP 4430-18 |
| 2. Contract Extension with Assetworks (Wayne, PA) for annual maintenance and support of the City's Fleet Asset Management System from October 1, 2022 through September 30, 2023—\$101,433.69 (incl. tax). (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2016-0794 |

Request motion to accept substitute version of the following (OPR 2022-0597):

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------|
| 3. Purchase of property, casualty, terrorism and cyber insurance from Willis Towers Watson Insurance (Seattle, WA) for the City for the period of September 1, 2022 to August 31, 2023—\$4,368,894. (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2022-0597 |
| 4. Report of the Mayor of pending: | Approve & Authorize Payments | CPR 2022-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through August 19, 2022, total \$7,780,962.98, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,192,005.31. | | |
| b. Payroll claims of previously approved obligations through August 20, 2022: \$8,134,529.25. | | CPR 2022-0003 |

5. City Council Meeting Minutes: August 15, 2022. Approve All CPR 2022-0013

Request motion to suspend Council Rules and add the following item (OPR 2022-0609):

6. Shelter Operator Agreement with The Guardians Foundation (Spokane) for daily operations of the Trent Avenue Shelter from August 29, 2022 through December 31, 2023—\$6,581,731. (Council Sponsors: Council Members Bingle and Wilkerson) Approve OPR 2022-0609

John Hall

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36261 amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

American Rescue Plan Fund

1) Increase appropriation by \$160,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act. This ARP fund appropriation qualifies as part of the General Government Services program category.

(A) \$160,000 of the appropriation is provided solely for the replacement of playground equipment to be purchased through the Parks department.

(This action arises from the need to provide appropriation for Parks Playground Equipment.) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0076 Declaring the intention of City Council to change or establish certain assessment rates within the East Sprague Parking and Business Improvement Area, and setting hearing for September 19, 2022. (Council Sponsors: Council Members Bingle and Cathcart)

RES 2022-0078 Approving settlement of Tina Lee v. City of Spokane, Spokane County Superior Court Cause No. 20-2-02838-32, arising out of an incident occurring on April 12, 2019—\$80,000. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

Request motion to suspend Council Rules and add the following item (ORD C36262):

ORD C36262 Amending the Spokane Fair Elections Code to reduce redundancies and duplication with state law; amending sections 01.07.005, 01.07.030, and 01.07.070; and repealing sections 01.07.080 and 01.07.100 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Wilkerson)
Council Member Zappone

FURTHER ACTION DEFERRED

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 by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The August 29, 2022, Regular Legislative Session of the City Council will be held and is adjourned to September 12, 2022.

Note: There is no City Council meeting on Monday, September 5, 2022, due to the recognized observance of the Labor Day holiday. There will be no regularly scheduled City Council meeting held on Tuesday, September 6, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
08/29/2022

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 8/11/2022 |
| <u>Clerk's File #</u> | CPR 1991-0068 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|----------------------------------|-----------------------------------------------------|
| <u>Submitting Dept</u> | MAYOR |
| <u>Contact Name/Phone</u> | TESSA DELBRIDGE 625-6716 |
| <u>Contact E-Mail</u> | TDELBRIDGE@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Boards and Commissions Appointments |
| <u>Agenda Item Name</u> | 0520 APPOINTMENT TO SPOKANE HUMAN RIGHTS COMMISSION |

Agenda Wording

Appoint Livia Koh to serve in the youth position on the Spokane Human Rights Commission for a one-year term expiring on September 1, 2023

Summary (Background)

Appoint Livia Koh to serve in the youth position on the Spokane Human Rights Commission for a one-year term expiring on September 1, 2023

| | | |
|------------------------------------|------------------------------|-------------------------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| <u>Fiscal Impact</u> | <u>Budget Account</u> | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| <u>Approvals</u> | | <u>Council Notifications</u> |
| <u>Dept Head</u> | KIRK, JESSICA | <u>Study Session\Other</u> |
| <u>Division Director</u> | | <u>Council Sponsor</u> |
| <u>Finance</u> | | <u>Distribution List</u> |
| <u>Legal</u> | | tdelbridge@spokanecity.org |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | lkissler@spokanecity.org |
| <u>Additional Approvals</u> | | jkirk@spokanecity.org |
| <u>Purchasing</u> | | |
| | | |
| | | |
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**Agenda Sheet for City Council Meeting of:**

08/29/2022

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 8/15/2022 |
| <u>Clerk's File #</u> | OPR 2018-0598 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | RFP 4430-18 |
| <u>Requisition #</u> | CR 23911 |

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

Agenda Wording

Annual maintenance with Rubicon Global, LLC for solid waste collections management & telematics system for Solid Waste Collection & Street vehicles. Contract amount is \$189,092.11 including tax. Contracted term Oct. 1, 2022 through Sept. 30, 2023.

Summary (Background)

The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The 2020 cost was \$179,936.11 including applicable tax. This year's cost is \$189,092.11 including tax. The increase in costs are due to additional tablet purchases.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 62,400.41

Expense \$ 126,691.70

Select \$

Select \$

Budget Account

4500-44200-37148-54201

4500-45100-37148-54201

#

#

Approvals

Dept Head SLOON, MICHAEL

Division Director SLOON, MICHAEL

Finance BUSTOS, KIM

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing WAHL, CONNIE

Council Notifications

Study Session\Other 8/15/22 Finance & Administration Committee

Council Sponsor CM Wilkerson

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Michael Allegretti - mallegetti@rubicon.com

Committee Agenda Sheet

Finance & Administration Committee

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submitting Department | Innovation and Technology Services Division |
| Contact Name & Phone | Michael Sloon, 625-6468 |
| Contact Email | msloon@spokanecity.org |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 8/15/2022 |
| Agenda Item Name | Rubicon Global, LLC Annual Software Maintenance, Support and purchase of vehicle tablets. |
| Summary (Background) | The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The 2020 cost was \$179,936.11 including applicable tax. This year's cost is \$189,092.11 including tax. The increase in costs are due to additional tablet purchases. |
| Proposed Council Action & Date: | Approval of Council on August 29, 2022. |
| Fiscal Impact: Total Cost: \$189,092.11 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Specify funding source: 4500-44200-37148-54201: \$62,400.41 4500-45100-37148-54201: \$126,691.70 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Other budget impacts: NA | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| Not applicable – annual software maintenance | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| Not applicable – annual software maintenance | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| Not applicable – annual software maintenance | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | |
| This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our solid waste collections management and telematics system for Solid Waste Management and Streets. | |



City of Spokane

**CONTRACT RENEWAL
2 OF 2**

**Title: MASTER SOFTWARE
SERVICES AGREEMENT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **RUBICON GLOBAL, LLC**, a Delaware limited liability company, whose address is 950 East Paces Ferry Road, Suite 1900, Atlanta, Georgia 30326 as ("Rubicon"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Rubicon agreed to provide ongoing annual maintenance and support for solid waste collections management and telematics system for Solid Waste Collection vehicles for the City; and

WHEREAS, the initial contract provided for two (2) 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 Contract, dated October 4, 2018 and October 8, 2018, 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 DATE.

This Contract Renewal shall become effective on October 1, 2022 and shall run through September 30, 2023.

3. COMPENSATION.

The City shall pay a maximum cost not to exceed **ONE HUNDRED EIGHTY-NINE THOUSAND NINETY-TWO AND 11/100 DOLLARS (\$189,092.11)** including applicable tax, for everything furnished and done under this Contract Renewal pursuant to Company's July 6, 2022 Proposal. 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.

RUBICON GLOBAL, 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:

Rubicon’s July 6, 2022 Proposal

22-132

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.

| | |
|----------------------------------------------------------------------|-------------------------------------|
| <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) |

EXHIBIT B



RUBICON

CITY OF SPOKANE – CONTRACT RENEWAL – 07/06/2022

RUBICONSmartCity™ is a suite of technology products and services designed to help city governments run waste and recycling operations faster, smarter, and more effectively. With our unique technology installed in city trucks, Rubicon helps the City of Spokane save money and provide more effective solid waste and recycling services. The City selected Rubicon Global, LLC through RFP # 4430-18 to provide route management and telematics solutions. Our technology provides paperless routing, navigation, route optimization, service verifications, exception flagging, photo capabilities, vehicle reports, and additional data collection.

The City's initial three-year term expires on the current contract (OPR 2018-0598) on September 30, 2021. Per the contract, the City has two one-year options to renew at the current rate of \$188,918.63 including tax. The following quote assumes the City exercises it's second one-year option for the contract term of October 1, 2022 – September 30, 2023.

| Description | Quantity | Unit | Unit Price | Line Amount |
|----------------------------------|----------|-----------|--------------|--------------|
| Smart City Subscription – Year 5 | 1 | Year | \$157,819.00 | \$165,079.00 |
| Tablets – Recurring Costs | 7 | Tablet/Yr | \$1,200.00 | \$8,400.00 |

| | |
|---------------------------|---------------------|
| Subtotal Total USD | \$173,479.00 |
| Sales Tax | \$15,613.11 |
| Total USD | \$189,092.11 |

**License Information:**[New search](#) [Back to results](#)

Entity name: RUBICON GLOBAL, LLC

Business name: RUBICON GLOBAL LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-181-657

Business ID: 001

Location ID: 0001

Location: Active

Location address: 335 MADISON AVE
FL 4
NEW YORK NY 10017-4675

Mailing address: 335 MADISON AVE
FL 4
NEW YORK NY 10017-4675

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

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

Endorsements

| Endorsements held at this loc | License # | Count | Details | Status | Expiration date | First issuance |
|--------------------------------------------|-----------|-------|---------|--------|-----------------|----------------|
| Spokane General Business - Non-Resident | | | | Active | Sep-30-2022 | May-10-2018 |



| Governing people | | Title |
|-------------------------------------------------------------------------------------------------|--------|--------------|
| MEYER, BILL | | |
| MORRIS, NATE | | |
| Registered Trade Names | | |
| Registered trade names | Status | First issued |
| RUBICON | Active | Aug-24-2021 |
| The Business Lookup information is updated nightly. Search date and time: 8/27/2021 10:26:14 AM | | |

[Contact us](#)

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[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2022

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

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

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------|
| PRODUCER ABD Insurance and Financial Services, Inc. 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.theabdteam.com | CONTACT NAME: Cert Request | |
| | PHONE (A/C, No. Ext): 650-488-8565 | FAX (A/C, No): |
| | E-MAIL ADDRESS: TechCertRequest@theabdteam.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Atlantic Specialty Insurance Company | 27154 |
| | INSURER B: Lloyds of London | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: Markel Insurance Company | 38970 |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 67660668

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 | 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 <input type="checkbox"/> OTHER: | | | 711-01-70-74-0003 | 4/4/2022 | 4/4/2023 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | 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 | | | 711-01-70-74-0003 | 4/4/2022 | 4/4/2023 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | 711-01-70-74-0003 | 4/4/2022 | 4/4/2023 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 406-04-67-35-0002 | 4/4/2022 | 4/4/2023 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| B | Errors & Omissions W/ Cyber Primary | | | PRO10010952305 | 4/4/2022 | 4/4/2023 | Limit: \$5,000,000 |
| E | Errors & Omissions/ Cyber - Excess | | | MKL1V1XEO000281 | 4/4/2022 | 4/4/2023 | Limit: \$5,000,000 |

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

RE: Evidence Of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Evidence Of Insurance

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

Rod Sockolov

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ACORD 25 (2016/03)

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

08/29/2022

Date Rec'd

8/15/2022

Clerk's File #

OPR 2016-0794

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 ASSETWORKS M-5 ANNUAL MAINTENANCE & SUPPORT

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

RES 2018-0082

Requisition #

CR 23913

Agenda Wording

Contract with Assetworks for annual maintenance & support of City's Fleet Asset Management System (M5). Assetworks was deemed a sole source provider in 2018. Contract Oct. 1, 2022 - Sept. 30, 2023. Contract amount is \$101,433.69 including tax.

Summary (Background)

This contract is necessary in order to obtain software upgrades for all M5 and receive AssetWorks Help Desk support. AssetWorks is the only authorized firm to provide maintenance services on the M5 software system. Included in this support are: FleetFocus M5, Chrystal Reports, FuelFocus for Fleet and Asset Management, and TripCard software. The 2021 cost was \$95,692.17 including applicable tax. This year's cost is \$101,433.69 including tax.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 101,433.69

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other

8/15/22 Finance &

Division Director

SLOON, MICHAEL

Council Sponsor

CM Wilkerson

Finance

BUSTOS, KIM

Distribution List**Legal**

HARRINGTON,

Accounting - ywang@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

Contract Accounting - ddaniels@spokanecity.org

Additional Approvals

Legal - mharrington@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Steven Occhiolini -



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The increase in costs are due to the annual CPI increase per the contract.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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

Committee Agenda Sheet

Finance & Administration Committee

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submitting Department | Innovation and Technology Services Division |
| Contact Name & Phone | Michael Sloon, 625-6468 |
| Contact Email | msloon@spokanecity.org |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 8/15/2022 |
| Agenda Item Name | AssetWorks Fleet Asset Management System (M5) Annual Software Maintenance and Support |
| Summary (Background) | This contract is necessary in order to obtain software upgrades for all M5 and receive AssetWorks Help Desk support. AssetWorks is the only authorized firm to provide maintenance services on the M5 software system. Included in this support are: FleetFocus M5, Chrystal Reports, FuelFocus for Fleet and Asset Management, and TripCard software. The 2021 cost was \$95,692.17 including applicable tax. This year's cost is \$101,433.69 including tax. The increase in costs are due to the annual CPI increase per the contract. |
| Proposed Council Action & Date: | Approval from Council on August 29, 2022. |
| Fiscal Impact: Total Cost: \$101,433.69 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Specify funding source: 5300 73300 18850 54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Other budget impacts: NA | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| Not applicable – annual software maintenance | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| Not applicable – annual software maintenance | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| Not applicable – annual software maintenance | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | |
| This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Fleet Asset Management System. | |



City of Spokane

**CONTRACT EXTENSION
WITH COST**

**Title: Annual Support and Upgrades for Fleet
Services Equipment System Software**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ASSETWORKS**, whose address is 998 Old Eagle School Road, Suite 1215, Wayne, Pennsylvania 19087 as ("**Consultant**"), individually hereafter referenced as a "party", and together as the "parties."

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide for the City Annual Software Maintenance and Support for FleetFocus M5, Crystal Reports, FuelFocus, includes product updates and enhancements, unlimited email and telephone support for 12 months; and*

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 25, 2010 and September 27, 2010, 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 October 1, 2022.

3. EXTENSION.

The contract documents are hereby extended and shall run through September 30, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY THREE THOUSAND FIFTY-EIGHT AND 43/100 DOLLARS (\$93,058.43)**, and applicable tax, in accordance with Company's Maintenance Renewal Statement dated March 1, 2022, for everything furnished and done under this Contract Extension.

5. DEBARMENT AND SUSPENSION.

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

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.

ASSETWORKS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Certificate of Debarment

AssetWorks' Annual Maintenance Renewal Statement dated March 1, 2022,

22-120

**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) |



MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT22

TO: City of Spokane
FROM: AssetWorks LLC
DATE: March 1, 2022
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2023

Annual Software Maintenance and Support for period 10/1/2022 - 9/30/2023

| | | |
|-------------------------------------------------------------------------------------------------------|----|-----------|
| FleetFocus M5 | \$ | 75,706.98 |
| Crystal Reports | \$ | 1,620.92 |
| TripCard module | \$ | 2,989.17 |
| FuelFocus software for Fleet | \$ | 12,062.03 |
| FuelFocus software for Asset Management | \$ | 679.33 |
| <i>Includes product updates and enhancements, unlimited email and telephone support for 12 months</i> | | |

Subtotal, Current Maintenance, not including tax and options \$ 93,058.43

REMIT TO:

CHECKS

AssetWorks
PO Box 202525
Dallas TX 75320-2525

WA Sales Tax: 9.0000% \$ 8,375.26

All software updates are electronically delivered

GRAND TOTAL, Taxes Included \$ 101,433.69

EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
ABA # 122105278
Account # 5076434348

US Tax ID # 98-0358175

Canada GST/HST # 834113896 RT0001

AssetWorks LLC is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Colleen.Boutcher@AssetWorks.com or by fax to (610) 971-9447. **Do not mail POs to our remittance address.**

Terms

Unless there is a signed agreement between the parties, this maintenance renewal is subject to the terms and conditions of the AssetWorks Master Service Agreement found at <http://www.assetworks.com/TC-Fleet/>. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks LLC and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: _____ Title: _____

Signature: _____ Date: _____

☐ PO REQUIRED: # _____

☐ NO PO REQUIRED

☐ NO SEPARATE INVOICE
NEEDED

☐ Please MAIL invoice to: _____

☐ Please E-MAIL invoice to: _____

→ If you have any questions, please contact Colleen Boutcher at (484) 588-5515 or Colleen.Boutcher@AssetWorks.com. **Thank You!** ←

[Business Lookup](#)

License Information:

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

Entity name: ASSETWORKS INC.

Business name: ASSETWORKS INC

Entity type: [Profit Corporation](#)

UBI #: 602-882-207

Business ID: 001

Location ID: 0001

Location: Active

Location address: 16201 E INDIANA AVE
STE 2000
SPOKANE VALLEY WA 99206-6806

Mailing address: 998 OLD EAGLE SCHOOL RD
STE 1215
WAYNE PA 19087-1805

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

Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---------------------------------------------------------|--------------|-------|---------|------------------------|-----------------|---------------------|
| Spokane General Business - Non-Resident | T12056839BUS | | | Active | Apr-30-2023 | Oct-15-2012 |

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

| Governing people | Title |
|------------------|-------|
| BEATTIE, BRIAN | |
| MILLER, MARK | |

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| ASSETWORKS LLC | Active | Jun-22-2016 |

[View Additional Locations](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2021

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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8 | | CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: | |
| CN102165922--GAWUP-21-22 | | INSURER(S) AFFORDING COVERAGE | |
| INSURED CONSTELLATION SOFTWARE INC. AND ASSETWORKS LLC 998 OLD EAGLE SCHOOL ROAD SUITE 1215 WAYNE, PA 19087 | | NAIC # INSURER A : Federal Insurance Company 20281 INSURER B : Great Northern Insurance Company 20303 INSURER C : INSURER D : INSURER E : INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** HOU-003828334-01 **REVISION NUMBER:** 0

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 | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 9950-48-39 | 09/27/2021 | 09/27/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 73600397 | 09/27/2021 | 09/27/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | 9365-24-30 | 09/27/2021 | 09/27/2022 | EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 7176-4342 | 09/27/2021 | 09/27/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability and Technology E&O | | | 9950-48-39 | 09/27/2021 | 09/27/2022 | Limit \$ 5,000,000 SIR \$ 5,000,000 |

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

CERTIFICATE HOLDER

CITY OF SPOKANE
808 WEST 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
of Marsh USA Inc.

Manashi Mukherjee

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

| | | |
|---------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| AGENCY Marsh Canada Limited | | NAMED INSURED CONSTELLATION SOFTWARE INC. AND ASSETWORKS LLC 998 OLD EAGLE SCHOOL ROAD SUITE 1215 WAYNE, PA 19087 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

CITY OF SPOKANE , ITS AGENTS, OFFICERS AND EMPLOYEES IS ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT..

THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKERS COMPENSATION & EMPLOYER'S LIABILITY POLICY, AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.



Agenda Sheet for City Council Meeting of:
08/29/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/17/2022 |
| Clerk's File # | OPR 2022-0597 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|-----------------------------------|
| Submitting Dept | RISK MANAGEMENT |
| Contact Name/Phone | MICHAEL ORMSBY 6287 |
| Contact E-Mail | MORMSBY@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 5800 2022-2023 INSURANCE RENEWALS |

Agenda Wording

Approval of the purchase of property, casualty, terrorism and cyber insurance for the City of Spokane for the period of September 2, 2022 to August 31, 2023.

Summary (Background)

Various insurance policies of the City expire on August 31, 2022. The City's broker, Willis Towers Watson Insurance has marketed the City's insurance requirements and hopes to provide premium estimates to the City on or before August 29th so that the agenda item can be approved that evening to have replacement insurance in place by September 1, 2022.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 4,078,526.00 4,368,894 8/26/2022

Select \$

Select \$

Select \$

Budget Account

Various accounts

#

#

#

Approvals

Dept Head ORMSBY, MICHAEL

Division Director WALLACE, TONYA

Finance BUSTOS, KIM

Legal MURAMATSU, MARY

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other 8/15/22 Committee Meeting

Council Sponsor Council Member Wilkerson

Distribution List

twallace@spokanecity.org

mormsby@spokanecity.org

jlargent@spokanecity.org

sdhansen@spokanecity.org

Additional Approvals

Purchasing

BRIEFING PAPER
City of Spokane

Subject

Approval of the purchase of insurance recommended to the City by its insurance broker Willis Towers Watson of Seattle. The policies will become effective on September 1, 2022.

Background

Each year our broker markets the City's insurance needs and brings forward insurance proposals. The policy coverages included in the proposed renewal are below. The Broker has been shopping these policies to various national and international insurance carriers. (A separate Memorandum describing general market conditions and specific components of the insurance package for the City has been transmitted separately to the City Council).

Impact

The City is self-insured and purchases excess insurance coverage to limit financial exposure. This excess coverage protects the City in the event a qualifying event exceeds our self-insured retention limits (for most qualifying events, the City has exposure up to 1.5 million dollars). Without excess coverage, the City would have to cover the full cost of a qualifying event. The total cost for the 2021-2022 renewal was \$3,813,006. This constitutes an increase of approximately fourteen and one-half percent (14.5%) over last year

Action

Approve agenda item.

Funding

Risk, Worker's Camp, Water/Wastewater, Streets, Fire, Solid Waste Disposal 2022-2023, IT and various General Fund transfers. Approximately sixty percent (60%) of the cost of the insurance premiums will be paid from Enterprise Funds.

| Insurance Coverage | Proposed Policy Increase | Premium for 2022-2023 |
|-----------------------------------------------|---------------------------------|------------------------------|
| Excess Workers Compensation (Safety National) | 4.7% \$13,635 | \$312,665 |
| Cyber (AIG) | 27% \$25,475 | \$120,713 |
| General City Property | 10% \$20,580 | \$234,094 |
| Upriver Dam | 17% \$35,484 | \$314,474 |

| | | |
|---------------------------------------------------------------------|--------------------|--------------------|
| Excess Liability (various companies) | 17% \$296,467 | \$2,068,626 |
| Waste to Energy (various companies) | 17.5% \$105,955 | \$711,413 |
| Waste Water Treatment Plant and Waste Water Management ¹ | 12% \$41,023 | \$382,466 |
| Equipment Breakdown (Liberty Mutual) | 6% \$5,089 | \$87,728 |
| Terrorism (Lloyds of London) | 10% \$5,531 | \$63,302 |
| Crime (Faithful Performance) (Great American) | 20% \$3,935 | \$20,554 |
| Inland Marine (AGCS) | 5% \$1,819 | \$41,368 |
| Aviation (Drones) (Global Aerospace) | 23% \$1,166 | \$4,645 |
| Total Proposed Premium Cost for 2022-2023 | | \$4,368,894 |

Total cost for 2021-22 Insurance package was \$3,813,006. The quoted premiums for 2022-23 are 14.56% higher, or \$555,202.

¹ This is the first year of complete coverage for the entire year for the improvement to Next Level Treatment.

BRIEFING PAPER

City of Spokane

Subject

Approval of the purchase of insurance recommended to the City by its insurance broker Willis Towers Watson of Seattle. The policies will become effective on September 1, 2022.

Background

Each year our broker markets the City's insurance needs and brings forward insurance proposals. The policy coverages included in the proposed renewal are below. The Broker has been shopping these policies to various national and international insurance carriers. (A separate Memorandum describing general market conditions and specific components of the insurance package for the City will be transmitted separately to the City Council).

Impact

The City is self-insured and purchases excess insurance coverage to limit financial exposure. This excess coverage protects the City in the event a qualifying event exceeds our self-insured retention limits (for most qualifying events, the City has exposure up to 1.5 million dollars). Without excess coverage, the City would have to cover the full cost of a qualifying event. The total cost for the 2021-2022 renewal was \$3,381,025. This constitutes an increase of approximately twenty percent (20%) over last year

Action

Approve agenda item.

Funding

Risk, Worker's Comp, Water/Wastewater, Streets, Fire, Solid Waste Disposal 2022-2023, IT and various General Fund transfers. Approximately sixty percent (60%) of the cost of the insurance premiums will be paid from Enterprise Funds.

| Insurance Coverage | Proposed Policy Increase | Premium for 2022-2023 |
|-----------------------------------------------|---------------------------------|------------------------------|
| Excess Workers Compensation (Safety National) | 5% \$14,952 | \$313,982 |
| Cyber (AIG) | 27% \$25,475 | \$120,713 |
| General City Property | 10% \$20,580 | \$262,380 |
| Upriver Dam | 20% | \$327,902 |

| | | |
|---------------------------------------------------------------------|--------------------|--------------------|
| | \$54,651 | |
| Excess Liability (various companies) | 20% \$358,497 | \$1,717,014 |
| Waste to Energy (various companies) | 17.5% \$105,955 | \$711,413 |
| Waste Water Treatment Plant and Waste Water Management ¹ | 25% \$85,361 | \$426,804 |
| Equipment Breakdown (Liberty Mutual) | 25% \$20,660 | \$103,299 |
| Terrorism (Lloyds of London) | 10% \$5,531 | \$60,838 |
| Crime (Faithful Performance) (Great American) | 15% \$3,673 | \$28,162 |
| Inland Marine (AGCS) | 5% \$1,819 | \$38,193 |
| Aviation (Drones) (Global Aerospace) | 10% \$348 | \$3,827 |
| Total Proposed Premium Cost for 2022-2023 | \$3,381,025 | \$4,078,526 |

¹ This is the first year of complete coverage for the entire year for the improvement to Next Level Treatment.

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

08/29/2022

Date Rec'd

8/25/2022

Clerk's File #

CPR 2022-0002

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6028

Contact E-Mail

LDAVIS@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-CLAIMS-2022

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 8/19/2022.
Total:\$7,780,962.98 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$7,192,005.31

Summary (Background)

Pages 1-24 Check numbers: 588201 - 588405 ACH payment numbers: 106378 - 106549 On file for review in
City Clerks Office: 24 Page listing of Claims Note:

Lease? NO

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 7,192,005.31

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: 33

APPROVAL FUND SUMMARY

DATE: 08/22/22
TIME: 08:36
PAGE: 1

| FUND | FUND NAME | AMOUNT |
|------|--------------------------------|--------------|
| ---- | ----- | ----- |
| 0100 | GENERAL FUND | 53,996.07 |
| 1100 | STREET FUND | 2,213.42 |
| 1200 | CODE ENFORCEMENT FUND | 1,192.85 |
| 1300 | LIBRARY FUND | 2,975.27 |
| 1350 | PENSION CONTRIBUTIONS FUND | 862.53 |
| 1380 | TRAFFIC CALMING MEASURES | 136,489.26 |
| 1400 | PARKS AND RECREATION FUND | 4,275.28 |
| 1460 | PARKING METER REVENUE FUND | 2,568.01 |
| 1560 | FORFEITURES & CONTRIBUTION FND | 32,304.86 |
| 1590 | HOTEL/MOTEL TAX FUND | 369.66 |
| 1610 | REET 2ND QUARTER PERCENT | 105.19 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 118.50 |
| 1625 | PUBLIC SAFETY PERSONNEL FUND | 445.54 |
| 1630 | COMBINED COMMUNICATIONS CENTER | 2,324.16 |
| 1640 | COMMUNICATIONS BLDG M&O FUND | 50.34 |
| 1680 | CD/HS OPERATIONS | 3,824.28 |
| 1910 | CRIMINAL JUSTICE ASSISTANCE FD | 655.16 |
| 1920 | FINANCIAL PARTNERSHIP FUND | 15.78 |
| 1940 | CHANNEL FIVE EQUIPMENT RESERVE | 18.78 |
| 1950 | PARK CUMULATIVE RESERVE FUND | 178.82 |
| 1970 | FIRE/EMS FUND | 77,851.57 |
| 1980 | DEFINED CONTRIBUTION ADMIN FND | 6.01 |
| 1985 | VOYA DEFINED CONTR ADMIN FUND | 2.25 |
| 1990 | TRANSPORTATION BENEFIT FUND | 5,165.59 |
| 3200 | ARTERIAL STREET FUND | 2,840,359.19 |
| 4100 | WATER DIVISION | 506,951.98 |
| 4250 | INTEGRATED CAPITAL MANAGEMENT | 712,363.14 |
| 4300 | SEWER FUND | 638,210.01 |
| 4480 | SOLID WASTE FUND | 774,619.44 |
| 4600 | GOLF FUND | 428.55 |
| 4700 | DEVELOPMENT SVCS CENTER | 2,045.62 |
| 5100 | FLEET SERVICES FUND | 34,145.42 |
| 5200 | PUBLIC WORKS AND UTILITIES | 75,981.49 |
| 5300 | IT FUND | 31,685.07 |
| 5310 | IT CAPITAL REPLACEMENT FUND | 59,122.76 |
| 5400 | REPROGRAPHICS FUND | 101.02 |
| 5500 | PURCHASING & STORES FUND | 76.64 |
| 5600 | ACCOUNTING SERVICES | 389.19 |
| 5700 | MY SPOKANE | 225.38 |
| 5750 | OFFICE OF PERFORMANCE MGMT | 16,194.30 |
| 5800 | RISK MANAGEMENT FUND | 477.85 |
| 5810 | WORKERS' COMPENSATION FUND | 336,822.06 |
| 5820 | UNEMPLOYMENT COMPENSATION FUND | 49.59 |
| 5830 | EMPLOYEES BENEFITS FUND | 565,995.24 |
| 5900 | FACILITIES MANAGEMENT FUND OPS | 49,723.54 |
| 5901 | ASSET MANAGEMENT FUND CAPITAL | 15,172.90 |
| 6060 | EMPLOYEES' RETIREMENT FUND | 3,018.85 |
| 6070 | FIREFIGHTERS' PENSION FUND | 88,078.39 |
| 6080 | POLICE PENSION FUND | 37,380.55 |
| 6230 | BUILDING CODE RECORDS MGMT | 4,821.00 |
| 6250 | MUNICIPAL COURT | 69,556.96 |

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 33

APPROVAL FUND SUMMARY

DATE: 08/22/22
TIME: 08:36
PAGE: 2

| FUND | FUND NAME | AMOUNT |
|-------|-----------|--------------|
| ----- | ----- | ----- |
| | | ----- |
| | TOTAL: | 7,192,005.31 |

REPORT: PG3640
 SYSTEM: FMSAP
 USER: MANAGER
 RUN NO: 33

CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

DATE: 08/22/22
 TIME: 08:36
 PAGE: 1

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|------------|---------|----------|
| | USE TAX AMOUNTS | 26,726.58 | 24.97 | |
| 00588201 | CENTER POINT PUBLISHING INC | | 277.44 | |
| 00588204 | CENTURYLINK | 1,079.88 | | |
| 00588205 | CITY OF SPOKANE VALLEY | 10,527.45 | | |
| 00588206 | WATERCO OF THE PACIFIC NORTH | 1,611.98 | | |
| 00588207 | JOHN GOINS | 471.00 | | |
| 00588208 | LADDIEGO DUNCAN | 39.00 | | |
| 00588209 | MARK OYE | 20.00 | | |
| 00588210 | JIM AND REBECCA BANTA | 75.00 | | |
| 00588211 | MARICHU ALLEN | 164.00 | | |
| 00588212 | SOPHIE TONASKET | 25.00 | | |
| 00588213 | LEE NORDSTROM | 139.00 | | |
| 00588214 | SPECIALTY HOME PRODUCTS | 170.00 | | |
| 00588215 | ARCTIC LIGHTING & ELECTRIC L | 15.00 | | |
| 00588216 | JEROME SCHEPPEL | 95.53 | | |
| 00588217 | KWI LLC | 245.39 | | |
| 00588218 | VIRGINIA AND DANIEL BUTLER | 300.00 | | |
| 00588219 | ZACHARY & CAYLIN BANKSTON | 68.15 | | |
| 00588220 | WILLIAM STARR | 172.46 | | |
| 00588221 | BRADLEY McPHEE | 136.00 | | |
| 00588222 | KAY McPHEE | 102.00 | | |
| 00588223 | CAROL TOMSIC | 100.00 | | |
| 00588224 | GAGE B MORGAN | 136.00 | | |
| 00588225 | NORTH SPOKANE IRRIGATION | 65.54 | | |
| 00588226 | PITNEY BOWES | 2,180.00 | | |
| 00588227 | JACOB SPENCER | 403.00 | | |
| 00588228 | SPOKANE CITY TREASURER | 3,168.26 | | |
| 00588229 | SPOKANE CITY TREASURER | 621.11 | | |
| 00588230 | SPOKANE CITY TREASURER | 797.20 | | |
| 00588231 | STONEWAY ELECTRIC SUPPLY | 5,055.91 | | |
| 00588232 | STRIPE RITE INC | 370.60 | | |
| 00588233 | T-MOBILE | 658.00 | | |
| 00588234 | ANGELICA VAZQUEZ MELITON | 152.00 | | |
| 00588235 | WA STATE DEPT OF LABOR & | 336,263.07 | | |
| 00588236 | WA STATE DEPT OF LABOR & | 122.80 | | |
| 00588237 | WA STATE TREASURER | 74,377.96 | | |
| 00588238 | WAXIE SANITARY SUPPLY | 11,052.04 | | |
| 00588239 | A TO Z RENTALS | | | 234.35 |
| 00588240 | ATLAS SAND AND ROCK INC | | | 3,421.67 |
| 00588241 | KELLER SUPPLY COMPANY | | | 565.40 |
| 00588242 | DARCY VARONA | | | 4.76 |
| 00588243 | DARCY VARONA | | | 4.76 |
| 00588244 | JENNIFER WAGNER | | | 6.50 |
| 00588245 | JENNIFER WAGNER | | | 13.00 |
| 00588246 | ROBIN WALLER | | | 70.00 |
| 00588247 | KATHY WALSER | | | 27.00 |
| 00588248 | MISTY WALTERS | | | 22.00 |
| 00588249 | MISTY WALTERS | | | 22.00 |
| 00588250 | JOSETT WEINERT | | | 149.00 |
| 00588251 | PHYLLIS WOODS | | | 21.67 |
| 00588252 | NW PLAYGROUND EQUIPMENT INC | | | 2,099.78 |
| 00588253 | PEROVICH PARTNERS INC | | | 297.83 |
| 00588254 | SWIRE PACIFIC HOLDINGS, INC | | | 278.92 |

REPORT: PG3640
 SYSTEM: FMSAP
 USER: MANAGER
 RUN NO: 33

CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

DATE: 08/22/22
 TIME: 08:36
 PAGE: 2

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|------|---------|------------|
| 00588255 | TORRE REFUSE & RECYCLING DBA | | | 440.00 |
| 00588256 | WA STATE DEPT OF REVENUE | | | 164,950.08 |
| 00588257 | WILDWOOD PLAYGROUNDS | | | 2,464.77 |
| 00588258 | KATHERINE AUSTIN | | | 15.00 |
| 00588259 | KATHERINE AUSTIN | | | 15.00 |
| 00588260 | CANDICE BELCOURT | | | 23.00 |
| 00588261 | LYNDA BIGGS | | | 25.00 |
| 00588262 | ASHLEY BROWN | | | 114.00 |
| 00588263 | KELLIE CLARY | | | 8.00 |
| 00588264 | REBECCA COONEY | | | 139.00 |
| 00588265 | JOSEPH CRANE | | | 5.00 |
| 00588266 | JOSEPH CRANE | | | 5.00 |
| 00588267 | JOSEPH CRANE | | | 5.00 |
| 00588268 | DORESTY DANIEL | | | 29.00 |
| 00588269 | KAREN DAWE | | | 56.00 |
| 00588270 | JOANNA DE PERALTA | | | 10.00 |
| 00588271 | CHISATO DINGMAN | | | 6.50 |
| 00588272 | KATIE DUGGAN-PRITCHARD | | | 52.00 |
| 00588273 | MICHAEL DUKE | | | 6.50 |
| 00588274 | MICHAEL DUKE | | | 13.00 |
| 00588275 | APRIL EGLY | | | 52.00 |
| 00588276 | APRIL EGLY | | | 52.00 |
| 00588277 | CLARKE FOERSTNER | | | 29.00 |
| 00588278 | CLARKE FOERSTNER | | | 140.00 |
| 00588279 | SARAH GORE | | | 43.00 |
| 00588280 | VIRGIE HARTLEY | | | 11.67 |
| 00588281 | DANIEL HIERONYMUS | | | 23.00 |
| 00588282 | KATHRYN KEMPF | | | 20.00 |
| 00588283 | BOB KING | | | 15.00 |
| 00588284 | BOB KING | | | 15.00 |
| 00588285 | JENNIFER LUCAS | | | 15.00 |
| 00588286 | JENNIFER LUCAS | | | 15.00 |
| 00588287 | BROOKE MCBRIDE (DDA) | | | 11.36 |
| 00588288 | BROOKE MCBRIDE (DDA) | | | 1.52 |
| 00588289 | OLESYA NOVIK | | | 33.00 |
| 00588290 | OLESYA NOVIK | | | 33.00 |
| 00588291 | MARIE OPSAHL | | | 13.00 |
| 00588292 | MARIE OPSAHL | | | 13.00 |
| 00588293 | CHRISTINA PEGG | | | 70.00 |
| 00588294 | SUSAN PHILPOTT | | | 90.00 |
| 00588295 | SUSAN PHILPOTT | | | 90.00 |
| 00588296 | NATHANIEL PRIOR | | | 9.50 |
| 00588297 | SANDRA PRIZEMAN | | | 185.00 |
| 00588298 | AMY ROSE | | | 13.00 |
| 00588299 | AMY ROTH | | | 200.00 |
| 00588300 | AMY ROTH | | | 200.00 |
| 00588301 | RAY ROWLEY | | | 6.50 |
| 00588302 | BETHANY SCHOEFF | | | 13.00 |
| 00588303 | BETHANY SCHOEFF | | | 13.00 |
| 00588304 | KELLIE SCOTT | | | 62.00 |
| 00588305 | TIJA SMITH-WALLIS | | | 40.00 |
| 00588306 | TIJA SMITH-WALLIS | | | 40.00 |
| 00588307 | TIJA SMITH-WALLIS | | | 29.00 |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 33

CITY OF SPOKANE
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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|---------------|------|---------|-------|
| 00588308 | BETH SWILLING | | | 70.00 |

| | | | |
|----------|------------------------------|------------|----------|
| 00588309 | KAYLA TACKETT | | 249.00 |
| 00588310 | MIKEL TANAKA | | 78.00 |
| 00588311 | JOLENE TAYLOR | | 70.00 |
| 00588312 | ILENE TREEWATER | | 35.00 |
| 00588313 | ILENE TREEWATER | | 29.00 |
| 00588314 | MELISSA ULRICK | | 46.00 |
| 00588315 | MELISSA ULRICK | | 46.00 |
| 00588316 | U.S. BANK | | 46.00 |
| 00588317 | MOLLY VALLIANT | | 13.00 |
| 00588353 | AT&T | 93.11 | |
| 00588354 | OKLAHOMA STATE UNIVERSITY | 3,655.85 | |
| 00588355 | VALLEY EMPIRE COLLECTIONS | 25.00 | |
| 00588356 | VALLEY EMPIRE COLLECTIONS | 25.00 | |
| 00588357 | VALLEY EMPIRE COLLECTIONS | 160.86 | |
| 00588358 | RONALD NIEBEL | 70.00 | |
| 00588359 | ENTERPRISE HOLDINGS | 45.00 | |
| 00588360 | VALLEY EMPIRE COLLECTIONS | 605.02 | |
| 00588361 | VALLEY EMPIRE COLLECTIONS | 250.81 | |
| 00588362 | KATHERINE E MILLER | 129.70 | |
| 00588363 | DELBERT MURPHY | 343.71 | |
| 00588364 | PITNEY BOWES | 139.89 | |
| 00588365 | SPOKANE CITY TREASURER OR | 483,630.12 | |
| 00588366 | T-MOBILE | 90.74 | |
| 00588367 | NADINE WOODWARD | 197.50 | |
| 00588368 | ATLAS SAND AND ROCK INC | | 3,307.27 |
| 00588369 | HERRES BACKFLOW & CONSTRUCTI | | 1,716.76 |
| 00588370 | APPLEWAY CHEVOLET INC | 32,304.86 | |
| 00588371 | DEVIKA GATES | | 100.00 |
| 00588372 | AT&T | | 52.20 |
| 00588373 | COMCAST | | 125.74 |
| 00588374 | COMCAST | | 633.13 |
| 00588375 | COMCAST | | 35.72 |
| 00588376 | CRITERION PICTURES | | 775.00 |
| 00588377 | EVERGREEN ARCHERY CLUB | | 240.00 |
| 00588378 | HERRES BACKFLOW & CONSTRUCTI | | 75.00 |
| 00588379 | SAMANTHA MCGEE | | 46.51 |
| 00588380 | MICHAEL RAVELO | | 365.63 |
| 00588381 | SARAH BAILEY | | 52.00 |
| 00588382 | DENISE BATES | | 40.00 |
| 00588383 | KRISTINA BEAL | | 52.00 |
| 00588384 | KRISTINA BEAL | | 52.00 |
| 00588385 | LENNORE DIMAPAN | | 22.99 |
| 00588386 | HEIDI DUFFY | | 165.00 |
| 00588387 | REBECCA EDWARDS | | 15.00 |
| 00588388 | REBECCA EDWARDS | | 15.00 |
| 00588389 | TANYA KARG | | 13.00 |
| 00588390 | TANYA KARG | | 13.00 |
| 00588391 | PEYTON KONSHUK | | 90.00 |
| 00588392 | CHRISTINE KUHN | | 52.00 |
| 00588393 | CHRISTINE KUHN | | 52.00 |
| 00588394 | CHRISTINE KUHN | | 52.00 |
| 00588395 | TYLER MOOSMAN | | 28.00 |

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CITY OF SPOKANE
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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|----------------|------|---------|--------|
| 00588396 | TYLER MOOSMAN | | | 275.00 |
| 00588397 | JANE PETERSEN | | | 62.00 |
| 00588398 | JANE PETERSEN | | | 62.00 |
| 00588399 | LOGAN ROLLMAN | | | 6.00 |
| 00588400 | SHANE SULLIVAN | | | 6.50 |

| | | | |
|----------|------------------------------|------------|-----------|
| 00588401 | SHANE SULLIVAN | | 6.50 |
| 00588402 | DIANA VOSS | | 21.67 |
| 00588403 | MODERN CONSTRUCTION | | 80,616.26 |
| 00588404 | OLIVIA WALDENBERG, | | 20.63 |
| 00588405 | WALTER E NELSON CO | | 829.67 |
| 80106378 | ALSCO DIVISION OF ALSCO INC | 79.77 | |
| 80106379 | ARAMARK UNIFORM SERVICES | 387.95 | |
| 80106380 | ATS INLAND NW LLC | 4,158.35 | |
| 80106381 | AVISTA UTILITIES | 9,921.63 | |
| 80106382 | BAKER & TAYLOR BOOKS | | 4,993.56 |
| 80106383 | C & C YARD CARE | 2,590.71 | |
| 80106384 | CAMERON-REILLY LLC | 135,656.10 | |
| 80106385 | CENGAGE LEARNING INC | | 386.53 |
| 80106386 | COLEMAN OIL COMPANY LLC | 2,419.91 | |
| 80106387 | CONTROL SOLUTIONS NW INC | 3,024.74 | |
| 80106388 | L N CURTIS & SONS | 433.82 | |
| 80106389 | EASTSIDE ELECTRIC MOTORS | 4,143.51 | |
| 80106390 | GALLS LLC | 5,421.40 | |
| 80106391 | GORDON TRUCK CENTERS INC DBA | 8.28 | |
| 80106392 | INLAND INFRASTRUCTURE LLC | 172,109.31 | |
| 80106393 | KNIGHT CONSTRUCTION & | 151,456.52 | |
| 80106394 | LIFE ASSIST INC | 267.05 | |
| 80106395 | MR CAR WASH | 112.50 | |
| 80106396 | NAPA AUTO PARTS | 1,442.35 | |
| 80106397 | NORCO INC | 71.16 | |
| 80106398 | OFFICE OF STATE AUDITOR | 75,133.20 | |
| 80106399 | OVERDRIVE INC | | 11,919.86 |
| 80106400 | PRO MECHANICAL SERVICES INC | 208.79 | |
| 80106401 | RACOM CORPORATION | 979.91 | |
| 80106402 | SITEONE LANDSCAPE SUPPLY LLC | 63.79 | |
| 80106403 | SNO VALLEY PROCESS SOLUTIONS | 1,500.00 | |
| 80106404 | SPOKANE COUNTY TREASURER | 2,133.12 | |
| 80106405 | VERIZON WIRELESS | 6,061.54 | |
| 80106406 | VOLT MANAGEMENT CORP | 16,065.07 | |
| 80106407 | ACRANET CBS BRANCH/DIV OF | 3,110.50 | |
| 80106408 | ALSCO DIVISION OF ALSCO INC | | 46.87 |
| 80106409 | NORTHWEST INDUSTRIAL SERVICE | | 3,757.13 |
| 80106410 | BARR-TECH LLC | | 1,035.72 |
| 80106411 | CAMTEK INC | | 3,617.56 |
| 80106412 | CINTAS CORPORATION NO 3 | 7,513.89 | |
| 80106413 | COLEMAN OIL COMPANY LLC | | 895.31 |
| 80106414 | COMCAST | 206.65 | |
| 80106415 | COMMONSTREET CONSULTING LLC | 1,857.96 | |
| 80106416 | COMPUNET INC | 59,122.76 | |
| 80106417 | COPIERS NORTHWEST INC | 229.36 | |
| 80106418 | DESIGNER DECAL INC | 300.16 | |
| 80106419 | DEVRIES INFORMATION MANAGEME | | 8.55 |
| 80106420 | DREHER ENTERTAINMENT LLC | | 9,998.00 |

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|-----------|---------|----------|
| 80106421 | DURHAM SCHOOL SERVICES | | | 1,552.62 |
| 80106422 | DYKMAN ELECTRIC INC | 22,408.22 | | |
| 80106423 | ELJAY OIL CO INC | 1,989.17 | | |
| 80106424 | ENTERPRISE FM TRUST | | | 9,887.19 |
| 80106425 | EUROFINS ENVIRONMENT TESTING | 304.50 | | |
| 80106426 | FASTENAL CO | 1,793.58 | | |
| 80106427 | ENCORE VENTURES LLC | | | 327.00 |
| 80106428 | FERGUSON ENTERPRISES INC | 15,172.90 | | |
| 80106429 | FOUR SEASONS LANDSCAPING INC | 74.75 | | |

| | | | |
|----------|------------------------------|--------------|----------|
| 80106430 | FROSTY ICE/DIV OF R PLUM COR | 239.80 | |
| 80106431 | GRAINGER INC | 4,610.70 | |
| 80106432 | BECKWITH & KUFFEL INC DBA | 2,349.11 | |
| 80106433 | GREATER SPOKANE INC | 2,830.00 | |
| 80106434 | H D FOWLER COMPANY | 191,022.50 | |
| 80106435 | JENNIFER FIELD | | 6,600.00 |
| 80106436 | HELENA AGRI-ENTERPRISES | | 1,672.10 |
| 80106437 | HITACHI ZOSEN INOVA U.S.A. | 7,608.20 | |
| 80106438 | INLAND ENVIRONMENTAL RESOURC | 15,771.57 | |
| 80106439 | KRAFT WERKS ENGINEERING LLC | 296,962.00 | |
| 80106440 | LINN MACHINE & MFG | 3,052.00 | |
| 80106441 | LOOMIS ARMORED US INC | 2,618.83 | |
| 80106442 | MAX J KUNEY COMPANY | 3,277,943.50 | |
| 80106443 | MCKINSTRY CO LLC | 1,040.95 | |
| 80106444 | MOVHER LLC | 743.75 | |
| 80106445 | MYTHICS INC | | 143.06 |
| 80106446 | NALCO CO | 890.72 | |
| 80106447 | NATIONAL NATIVE AMERICAN | 115,768.00 | |
| 80106448 | NORCO INC | 262.15 | |
| 80106449 | NORTHSTAR CHEMICAL INC | 5,973.20 | |
| 80106450 | NW CABLING LLC | | 512.30 |
| 80106451 | OLIN CORPORATION | 13,494.20 | |
| 80106452 | OWEN EQUIPMENT CO | 3,548.32 | |
| 80106453 | OXARC INC | 9,062.30 | 6.21 |
| 80106454 | PETE LIEN & SONS INC | 9,941.85 | |
| 80106455 | POM INC | 1,308.00 | |
| 80106456 | RAILROAD MANAGEMENT CO III L | 313.34 | |
| 80106457 | BRANDSAFWAY SERVICES INC | 1,308.00 | |
| 80106458 | SEW UNIQUELY YOU | | 1,355.90 |
| 80106459 | SITEONE LANDSCAPE SUPPLY LLC | 439.89 | 1,211.32 |
| 80106460 | SOLID WASTE SYSTEMS INC | 65,176.65 | |
| 80106461 | DR LOUIS C SOWERS | 16,200.00 | |
| 80106462 | SPOKANE COUNTY TREASURER | 24.44 | |
| 80106463 | COWLES PUBLISHING COMPANY | 743.49 | |
| 80106464 | STANLEY CONVERGENT SECURITY | | 248.34 |
| 80106465 | STARPLEX CORP | 1,870.00 | |
| 80106466 | STELLAR INDUSTRIAL SUPPLY IN | 431.43 | |
| 80106467 | TPC HOLDING INC | | 1,499.84 |
| 80106468 | US BANK | 5,111.50 | |
| 80106469 | VERIZON WIRELESS | 52.61 | |
| 80106470 | WSF LLC | 2,837.87 | |
| 80106471 | WILBUR ELLIS COMPANY | | 1,235.57 |
| 80106472 | JEANNE FINGER | 116.00 | |
| 80106473 | JAMES SOULES | 67.00 | |

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|------------|---------|-------|
| 80106474 | PREMERA BLUE CROSS OR | 496,669.19 | | |
| 80106475 | ACTION MATERIALS | 1,542.56 | | |
| 80106476 | ALLIED ENVELOPE | 73,614.30 | | |
| 80106477 | ALSCO DIVISION OF ALSCO INC | 4,923.58 | | |
| 80106478 | NORTHWEST INDUSTRIAL SERVICE | 650.00 | | |
| 80106479 | ARAMARK UNIFORM SERVICES | 71.75 | | |
| 80106480 | ATLAS BOILER AND EQUIPMENT C | 22,127.00 | | |
| 80106481 | AVISTA CORPORATION | 23,107.14 | | |
| 80106482 | AVISTA UTILITIES | 450,855.23 | | |
| 80106483 | BANNER FURNACE & FUEL | 212.11 | | |
| 80106484 | THE FA BARTLETT TREE EXPERT | 4,595.33 | | |
| 80106485 | BAUER COMPRESSORS | 2,540.07 | | |
| 80106486 | BUDINGER & ASSOCIATES INC | 991.40 | | |

| | | | |
|----------|------------------------------|-----------|-----------|
| 80106487 | CLEAN ENERGY INC | 16,908.10 | |
| 80106488 | COEUR D'ALENE SERVICE STATIO | 228.90 | |
| 80106489 | COLEMAN OIL COMPANY LLC | | 7,023.60 |
| 80106490 | STEVE CONNER | | 22,386.63 |
| 80106491 | COPIERS NORTHWEST INC | 120.48 | |
| 80106492 | CREEK AT QUALCHAN GOLF COURS | | 19,452.24 |
| 80106493 | L N CURTIS & SONS | 2,772.67 | |
| 80106494 | DELL MARKETING LP | 104.85 | 2,331.58 |
| 80106495 | DESIMONE CONSULTING LLC | 6,667.00 | |
| 80106496 | DEVRIES INFORMATION MANAGEME | 7.98 | |
| 80106497 | ENTERPRISE FM TRUST | 1,646.23 | |
| 80106498 | LUKE ESSER | 3,500.00 | |
| 80106499 | EUROFINS ENVIRONMENT TESTING | 784.40 | |
| 80106500 | FASTENAL CO | 595.94 | |
| 80106501 | ENCORE VENTURES LLC | | 539.39 |
| 80106502 | FEDERAL EXPRESS CORP/DBA FED | 4.75 | |
| 80106503 | GALLS LLC | 5,700.61 | |
| 80106504 | BRIDGESTONE AMERICAS INC | 5,143.28 | |
| 80106505 | WINGFOOT COMMERCIAL TIRE | 7,478.66 | |
| 80106506 | HERC RENTALS INC | | 1,924.89 |
| 80106507 | HYDRAULICS PLUS INC | 3,252.53 | |
| 80106508 | IDEXX DISTRIBUTION GROUP | 2,763.02 | |
| 80106509 | INTELLECTYX INC | 29,566.67 | |
| 80106510 | ITRON INC | 826.33 | |
| 80106511 | LANGUAGE SERVICES ASSOC INC | 12.90 | |
| 80106512 | MEGA WASH LLC | 5,598.19 | |
| 80106513 | NALCO CO | 3,428.85 | |
| 80106514 | NEPTUNE TECHNOLOGY GROUP INC | 11,367.17 | |
| 80106515 | NOVUS AUTO GLASS | 2,594.20 | |
| 80106516 | OXARC INC | 3,595.55 | |
| 80106517 | PACIFIC NW EMERGENCY EQUIPME | 2,000.98 | |
| 80106518 | PCE PACIFIC INC | 714.53 | |
| 80106519 | PERFORMANCE SYSTEMS | | 2,080.27 |
| 80106520 | SANDBAGGERS CLUB LLC | | 14,481.80 |
| 80106521 | SHI CORP | 389.64 | 372.89 |
| 80106522 | SITEONE LANDSCAPE SUPPLY LLC | 68.94 | |
| 80106523 | SOIL TECHNOLOGIES CORP | | 665.01 |
| 80106524 | T & T GOLF MANAGEMENT INC | | 36,392.59 |
| 80106525 | THE MAHER CORP DBA RISK MGMT | 107.50 | |
| 80106526 | WCP SOLUTIONS | 534.55 | 81.03 |

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CITY OF SPOKANE

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|------------|-----------|----------|
| 80106527 | WILDROSE LTD dba | | | 101.44 |
| 80106528 | NICHOLAS ANTHONY FEDERICI | 3,500.00 | | |
| 80106529 | MICHAEL J MCNAB | 105.90 | | |
| 80106530 | BRYAN SULLIVAN | 333.00 | | |
| 80106531 | AHBL INC | | | 5,125.00 |
| 80106532 | AVISTA UTILITIES | | 284.53 | |
| 80106533 | COPIERS NORTHWEST INC | | | 209.56 |
| 80106534 | DELTA DENTAL OF WASHINGTON | 28,414.92 | | |
| 80106535 | DESAUTEL HEGE COMMUNICATIONS | | | 8,607.50 |
| 80106536 | DESIGNER DECAL INC | | 1,206.07 | |
| 80106537 | ELECTRONIC CONCIERGE | | | 5,883.23 |
| 80106538 | GALLS LLC | 604.37 | | |
| 80106539 | HILL INTERNATIONAL INC | | 32,042.20 | |
| 80106540 | KAISER FOUNDATION HEALTH PLA | 161,489.76 | | |
| 80106541 | MK SOLUTIONS INC | | 85,322.48 | |
| 80106542 | NORTH COUNTRY SERVICES LLC | 651.81 | | |
| 80106543 | PRO MECHANICAL SERVICES INC | 25,377.66 | | |

| | | | |
|----------|------------------------------|--------------|--------------|
| 80106544 | MARY F ROE | | 480.00 |
| 80106545 | SINTO SENIOR CENTER | | 6,434.17 |
| 80106546 | SPOKANE POWER TOOL & HDWE | 69.30 | |
| 80106547 | STRATA GEOTECHNICAL ENGINEER | 344.00 | |
| 80106548 | VERIZON WIRELESS | 202.77 | 3,663.02 |
| 80106549 | CATHERINE G BAKKEN | 45.31 | |
| | | ----- | ----- |
| | | 7,192,005.31 | 137,219.02 |
| | | | 451,738.65 |
| | | | ===== |
| | CITYWIDE TOTAL: | | 7,780,962.98 |

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HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0230 - CIVIL SERVICE

| | | |
|----------------|------------------------------------|--------|
| BRYAN SULLIVAN | PER DIEM ACH PMT NO. - 80106530 | 333.00 |
|----------------|------------------------------------|--------|

| | | |
|--------------------------------|--|--------|
| TOTAL FOR 0230 - CIVIL SERVICE | | 333.00 |
|--------------------------------|--|--------|

0320 - COUNCIL

| | | |
|-------------------------|-------------------------------------------------|----------|
| DESIMONE CONSULTING LLC | PROFESSIONAL SERVICES ACH PMT NO. - 80106495 | 6,667.00 |
|-------------------------|-------------------------------------------------|----------|

| | | |
|---------------------|-----------------------------------|----------|
| GREATER SPOKANE INC | AIRFARE ACH PMT NO. - 80106433 | 2,830.00 |
|---------------------|-----------------------------------|----------|

| | | |
|------------|-------------------------------------------------|----------|
| LUKE ESSER | PROFESSIONAL SERVICES ACH PMT NO. - 80106498 | 3,500.00 |
|------------|-------------------------------------------------|----------|

| | | |
|---------------------------|-------------------------------------------------|----------|
| NICHOLAS ANTHONY FEDERICI | PROFESSIONAL SERVICES ACH PMT NO. - 80106528 | 3,500.00 |
|---------------------------|-------------------------------------------------|----------|

| | | |
|--------------------------|--|-----------|
| TOTAL FOR 0320 - COUNCIL | | 16,497.00 |
|--------------------------|--|-----------|

0370 - ENGINEERING SERVICES

| | | |
|----------------------------------------------|-------------------------------------------------------|-------|
| ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80106479 | 28.41 |
|----------------------------------------------|-------------------------------------------------------|-------|

| | | |
|------------------|-------------------------------------------------------|--------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80106482 | 746.32 |
|------------------|-------------------------------------------------------|--------|

| | | |
|-----------------------------------------------|----------------------------------------------------|----------|
| ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING | CAPITALIZED RENTS/LEASES ACH PMT NO. - 80106497 | 1,646.23 |
|-----------------------------------------------|----------------------------------------------------|----------|

| | | |
|---------------------------------------|--|----------|
| TOTAL FOR 0370 - ENGINEERING SERVICES | | 2,420.96 |
|---------------------------------------|--|----------|

0410 - FINANCE

| | | |
|-----------------|-------------------------------------------|--------|
| ALLIED ENVELOPE | OFFICE SUPPLIES ACH PMT NO. - 80106476 | 109.39 |
|-----------------|-------------------------------------------|--------|

| | | |
|--------------------------|--|--------|
| TOTAL FOR 0410 - FINANCE | | 109.39 |
|--------------------------|--|--------|

0450 - NEIGHBHD HOUSING HUMAN SVCS

| | | |
|------------------------------------------------|---------------------------------------------|--------|
| ACRANET CBS BRANCH/DIV OF CBS REPORTING INC | BACKGROUND CHECKS ACH PMT NO. - 80106407 | 122.00 |
|------------------------------------------------|---------------------------------------------|--------|

| | | |
|------------|-------------------------------------------------|--------|
| MOVHER LLC | PROFESSIONAL SERVICES ACH PMT NO. - 80106444 | 371.87 |
|------------|-------------------------------------------------|--------|

HONORABLE MAYOR
AND COUNCIL MEMBERS

08/22/22
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|----------------------------------------------|--|--------|
| TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS | | 493.87 |
|----------------------------------------------|--|--------|

0470 - HISTORIC PRESERVATION

| | | |
|---------------------------|------------------------|-------|
| COWLES PUBLISHING COMPANY | ADVERTISING | |
| DBA THE SPOKESMAN-REVIEW | ACH PMT NO. - 80106463 | 97.56 |

| | |
|----------------------------------------|-------|
| TOTAL FOR 0470 - HISTORIC PRESERVATION | 97.56 |
|----------------------------------------|-------|

0500 - LEGAL

| | | |
|---------------------------|------------------------|-------|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80106407 | 41.50 |

| | | |
|--------------------------------|------------------------|------|
| DEVRIES INFORMATION MANAGEMENT | MISC SERVICES/CHARGES | |
| | ACH PMT NO. - 80106496 | 7.98 |

| | | |
|------------------|------------------------|-------|
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80106469 | 52.61 |

| | |
|------------------------|--------|
| TOTAL FOR 0500 - LEGAL | 102.09 |
|------------------------|--------|

0520 - MAYOR

| | | |
|-----------------|----------------------|--------|
| NADINE WOODWARD | PER DIEM | |
| | CHECK NO. - 00588367 | 197.50 |

| | |
|------------------------|--------|
| TOTAL FOR 0520 - MAYOR | 197.50 |
|------------------------|--------|

0550 - NEIGHBORHOOD SERVICES

| | | |
|--------------|--------------------------------|--------|
| CAROL TOMSIC | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| 3303 E 27TH | CHECK NO. - 00588223 | 100.00 |

| | |
|----------------------------------------|--------|
| TOTAL FOR 0550 - NEIGHBORHOOD SERVICES | 100.00 |
|----------------------------------------|--------|

0560 - MUNICIPAL COURT

| | | |
|---------------------|----------------------|-------|
| ENTERPRISE HOLDINGS | CASH OVER/SHORT | |
| 14002 E 21ST ST | CHECK NO. - 00588359 | 45.00 |

| | | |
|-----------------------|------------------------|----------|
| LOOMIS ARMORED US INC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80106441 | 1,164.00 |

| | | |
|---------------|----------------------|-------|
| RONALD NIEBEL | CASH OVER/SHORT | |
| PO BOX 134 | CHECK NO. - 00588358 | 70.00 |

| | | |
|---------------------------|----------------------|----------|
| VALLEY EMPIRE COLLECTIONS | CASH OVER/SHORT | |
| 8817 E MISSION | CHECK NO. - 00588361 | 1,066.69 |

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|---------------------|----------|
| HONORABLE MAYOR | 08/22/22 |
| AND COUNCIL MEMBERS | PAGE 4 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|----------------------------------|----------|
| TOTAL FOR 0560 - MUNICIPAL COURT | 2,345.69 |
|----------------------------------|----------|

0620 - HUMAN RESOURCES

| | |
|---------------------------|-------------------|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS |
|---------------------------|-------------------|

| | | |
|-------------------|------------------------|--------|
| CBS REPORTING INC | ACH PMT NO. - 80106407 | 101.00 |
|-------------------|------------------------|--------|

| | | |
|----------------------------------|-------|--------|
| TOTAL FOR 0620 - HUMAN RESOURCES | ----- | 101.00 |
|----------------------------------|-------|--------|

0680 - POLICE

| | | |
|------------------------------|-------------------------------|----------|
| ALLIED ENVELOPE | PRINTING/BINDING/REPRO | |
| | ACH PMT NO. - 80106476 | 385.53 |
| ARAMARK UNIFORM SERVICES | LAUNDRY/JANITORIAL SERVICES | |
| AUS WEST LOCKBOX | ACH PMT NO. - 80106379 | 387.95 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80106381 | 9,419.84 |
| AVISTA UTILITIES | UTILITY NATURAL GAS | |
| | ACH PMT NO. - 80106381 | 501.79 |
| FOUR SEASONS LANDSCAPING INC | LANDSCAPE/GROUNDS MAINT | |
| | ACH PMT NO. - 80106429 | 70.85 |
| FOUR SEASONS LANDSCAPING INC | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80106429 | 3.90 |
| GALLS LLC | CLOTHING | |
| | ACH PMT NO. - 80106538 | 1,644.02 |
| MICHAEL J MCNAB | OTHER TRANSPORTATION EXPENSES | |
| | ACH PMT NO. - 80106529 | 105.90 |
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 43.58 |
| SPOKANE COUNTY TREASURER | SPOKANE COUNTY | |
| | ACH PMT NO. - 80106404 | 2,133.12 |
| US BANK | PER DIEM | |
| POLICE ADVANCE TRAVEL | ACH PMT NO. - 80106468 | 4,993.00 |

| | | |
|-------------------------|-------|-----------|
| TOTAL FOR 0680 - POLICE | ----- | 19,689.48 |
|-------------------------|-------|-----------|

0750 - COMMUNITY/ECONOMIC DEV DVSN

| | | |
|------------------|------------------------|-------|
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80106405 | 42.46 |

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|----------------------------------------------|-------|-------|
| TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN | ----- | 42.46 |
|----------------------------------------------|-------|-------|

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| HONORABLE MAYOR | 08/22/22 |
| AND COUNCIL MEMBERS | PAGE 5 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0970 - INTERNAL SERVICE CHARGES

| | | |
|-------------------------|------------------------|-----------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 11,466.07 |

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|-------------------------------------------|-------|-----------|
| TOTAL FOR 0970 - INTERNAL SERVICE CHARGES | ----- | 11,466.07 |
|-------------------------------------------|-------|-----------|

1100 - STREET FUND

| | | |
|-------------------------|------------------------|----------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 2,213.42 |

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| TOTAL FOR 1100 - STREET FUND | 2,213.42 |
|------------------------------|----------|

1200 - CODE ENFORCEMENT FUND

| | | |
|-------------------------|------------------------|--------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 195.35 |

| | | |
|-----------------|------------------------|--------|
| STRIPE RITE INC | PRINTING/BINDING/REPRO | |
| | CHECK NO. - 00588232 | 370.60 |

| | | |
|------------------|------------------------|--------|
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80106405 | 626.90 |

| | |
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| TOTAL FOR 1200 - CODE ENFORCEMENT FUND | 1,192.85 |
|----------------------------------------|----------|

1300 - LIBRARY FUND

| | | |
|-------------------------|------------------------|----------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 2,975.27 |

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|-------------------------------|----------|
| TOTAL FOR 1300 - LIBRARY FUND | 2,975.27 |
|-------------------------------|----------|

1350 - PENSION CONTRIBUTIONS FUND

| | | |
|-------------------------|------------------------|--------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 862.53 |

| | |
|---------------------------------------------|--------|
| TOTAL FOR 1350 - PENSION CONTRIBUTIONS FUND | 862.53 |
|---------------------------------------------|--------|

1380 - TRAFFIC CALMING MEASURES

| | | |
|--------------------|------------------------------|------------|
| CAMERON-REILLY LLC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80106384 | 135,656.10 |

| | | |
|-----------------------|-------------------------------|-------|
| JIM AND REBECCA BANTA | SCHOOL ZONE SPEED CAMERA FINE | |
| 11417 E 44TH AVE | CHECK NO. - 00588210 | 75.00 |

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|---------------------|----------|
| HONORABLE MAYOR | 08/22/22 |
| AND COUNCIL MEMBERS | PAGE 6 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|------------------|----------------------|-------|
| LADDIEGO DUNCAN | PHOTO RED FINES | |
| 1705 N HOWARD ST | CHECK NO. - 00588208 | 39.00 |

| | | |
|-----------------------|----------------------|--------|
| LEE NORDSTROM | PHOTO RED FINES | |
| 3519 E BUCK BRUSH AVE | CHECK NO. - 00588213 | 139.00 |

| | | |
|------------------|----------------------|--------|
| MARICHU ALLEN | PHOTO RED FINES | |
| 322552 HIGHWAY 2 | CHECK NO. - 00588211 | 164.00 |

| | | |
|-----------------|-------------------------------|-------|
| MARK OYE | SCHOOL ZONE SPEED CAMERA FINE | |
| 3928 N MAPLE ST | CHECK NO. - 00588209 | 20.00 |

| | | |
|-------------------------|------------------------|--------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 371.16 |

SOPHIE TONASKET
5106 E FAIRVIEW AVE

PHOTO RED FINES
CHECK NO. - 00588212

25.00

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES

136,489.26

1400 - PARKS AND RECREATION FUND

ACRANET CBS BRANCH/DIV OF BACKGROUND CHECKS
CBS REPORTING INC ACH PMT NO. - 80106407 2,279.50

FEDERAL EXPRESS CORP/DBA FEDEX POSTAGE
ACH PMT NO. - 80106502 4.75

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 1,991.03

TOTAL FOR 1400 - PARKS AND RECREATION FUND

4,275.28

1460 - PARKING METER REVENUE FUND

LOOMIS ARMORED US INC CONTRACTUAL SERVICES
ACH PMT NO. - 80106441 840.77

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 419.24

POM INC SOFTWARE (NONCAPITALIZED)
ACH PMT NO. - 80106455 1,308.00

TOTAL FOR 1460 - PARKING METER REVENUE FUND

2,568.01

1560 - FORFEITURES & CONTRIBUTION FND

APPLEWAY CHEVOLET INC VEHICLES
DBA AUTONATION TOYOTA SPOKANE CHECK NO. - 00588370 32,304.86

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 0.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND

32,304.86

1590 - HOTEL/MOTEL TAX FUND

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 369.66

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND

369.66

1610 - REET 2ND QUARTER PERCENT

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 105.19

TOTAL FOR 1610 - REET 2ND QUARTER PERCENT 105.19

1620 - PUBLIC SAFETY & JUDICIAL GRANT

US BANK PER DIEM
POLICE ADVANCE TRAVEL ACH PMT NO. - 80106468 118.50

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT 118.50

1625 - PUBLIC SAFETY PERSONNEL FUND

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 445.54

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND 445.54

1630 - COMBINED COMMUNICATIONS CENTER

DR LOUIS C SOWERS MEDICAL SERVICES
ACH PMT NO. - 80106461 1,800.00

GALLS LLC CLOTHING
ACH PMT NO. - 80106390 101.91

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 422.25

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER 2,324.16

1640 - COMMUNICATIONS BLDG M&O FUND

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 50.34

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND 50.34

1680 - CD/HS OPERATIONS

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 3,824.28

TOTAL FOR 1680 - CD/HS OPERATIONS 3,824.28

1910 - CRIMINAL JUSTICE ASSISTANCE FD

OFFICE OF STATE AUDITOR STATE AUDIT CHARGES
WASHINGTON STATE ACH PMT NO. - 80106398 655.16

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD 655.16

1920 - FINANCIAL PARTNERSHIP FUND

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|------------------------------------------------------|-------------------------------|-----------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 15.78 |
| TOTAL FOR 1920 - FINANCIAL PARTNERSHIP FUND | | 15.78 |
| 1940 - CHANNEL FIVE EQUIPMENT RESERVE | | |
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 18.78 |
| TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE | | 18.78 |
| 1950 - PARK CUMULATIVE RESERVE FUND | | |
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 178.82 |
| TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND | | 178.82 |
| 1970 - FIRE/EMS FUND | | |
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80106407 | 177.50 |
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES | |
| | ACH PMT NO. - 80106378 | 79.77 |
| BAUER COMPRESSORS | REPAIR & MAINTENANCE SUPPLIES | |
| SAN FRANCISCO | ACH PMT NO. - 80106485 | 2,540.07 |
| HONORABLE MAYOR | | 08/22/22 |
| AND COUNCIL MEMBERS | | PAGE 9 |
| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| BRIDGESTONE AMERICAS INC | VEHICLE REPAIR & MAINT SUPPLY | |
| dba GCR TIRES & SERVICE | ACH PMT NO. - 80106504 | 3,785.14 |
| BRIDGESTONE AMERICAS INC | VEHICLE REPAIRS/MAINT | |
| dba GCR TIRES & SERVICE | ACH PMT NO. - 80106504 | 1,358.14 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR | |
| | ACH PMT NO. - 80106386 | 2,419.91 |
| DR LOUIS C SOWERS | MEDICAL SERVICES | |
| | ACH PMT NO. - 80106461 | 14,400.00 |
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80106500 | 562.67 |
| FASTENAL CO | VEHICLE REPAIR & MAINT SUPPLY | |
| | ACH PMT NO. - 80106500 | 33.27 |
| GALLS LLC | CLOTHING | |
| | ACH PMT NO. - 80106503 | 9,980.45 |
| GORDON TRUCK CENTERS INC DBA | VEHICLE REPAIR & MAINT SUPPLY | |
| PACIFIC TRUCK CENTERS | ACH PMT NO. - 80106391 | 8.28 |
| L N CURTIS & SONS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80106493 | 9.73 |

| | | |
|--------------------------------------------------------------|---------------------------------------------------------|-----------|
| L N CURTIS & SONS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80106388 | 433.82 |
| L N CURTIS & SONS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106493 | 2,762.94 |
| LIFE ASSIST INC | SAFETY SUPPLIES ACH PMT NO. - 80106394 | 267.05 |
| MR CAR WASH DEPT #880266 | VEHICLE REPAIRS/MAINT ACH PMT NO. - 80106395 | 112.50 |
| NAPA AUTO PARTS GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80106396 | 1,442.35 |
| NORCO INC | SAFETY SUPPLIES ACH PMT NO. - 80106397 | 71.16 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 4,661.26 |
| OKLAHOMA STATE UNIVERSITY FIRE PROTECTION PUBLICATIONS | PUBLICATIONS CHECK NO. - 00588354 | 3,655.85 |
| PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80106517 | 2,000.98 |
| PRO MECHANICAL SERVICES INC | BUILDING IMPROVEMENTS ACH PMT NO. - 80106543 | 25,377.66 |
| PRO MECHANICAL SERVICES INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80106400 | 193.75 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|------------------------------|---------------------------------------------------------|--------|
| PRO MECHANICAL SERVICES INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106400 | 15.04 |
| RACOM CORPORATION | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80106401 | 979.91 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80106521 | 389.64 |
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106522 | 132.73 |

TOTAL FOR 1970 - FIRE/EMS FUND

77,851.57

1980 - DEFINED CONTRIBUTION ADMIN FND

| | | |
|---------------------------------------------|-----------------------------------------------|------|
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 6.01 |
|---------------------------------------------|-----------------------------------------------|------|

TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND

6.01

1985 - VOYA DEFINED CONTR ADMIN FUND

| | | |
|---------------------------------------------|-----------------------------------------------|------|
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 2.25 |
|---------------------------------------------|-----------------------------------------------|------|

2.25

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| THE FA BARTLETT TREE EXPERT | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80106484 | 4,595.33 |

| | | |
|-----------------------------|------------------------|----------|
| COMMONSTREET CONSULTING LLC | RIGHT OF WAY | |
| | ACH PMT NO. - 80106415 | 1,857.96 |

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|-------------------------|------------------------|----------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 2,088.70 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|------------------|-----------------------------|------------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80106482 | 307,393.22 |

CENTURYLINK TELEPHONE
CHECK NO. - 00588204 104.73

| | | |
|--------------|------------------------|----------|
| GRAINGER INC | POWER TOOLS/EQUIPMENT | |
| | ACH PMT NO. - 80106431 | 1,920.00 |

| | | |
|---------------------------|------------------------|----------|
| INDEXX DISTRIBUTION GROUP | CHEMICAL/LAB SUPPLIES | |
| INDEXX LABORATORIES INC | ACH PMT NO. - 80106508 | 2,763.02 |

| | | |
|---------------|------------------------|--------|
| JEANNE FINGER | PERMITS/OTHER FEES | |
| | ACH PMT NO. - 80106472 | 116.00 |

| | | |
|----------------------------------------------------------------|---------------------------------------------------------|-----------|
| JEROME SCHEPPEL 2691 N ALLENBY LN | REFUNDS CHECK NO. - 00588216 | 95.53 |
| KWI LLC 306 N SPOKANE ST | REFUNDS CHECK NO. - 00588217 | 134.51 |
| NEPTUNE TECHNOLOGY GROUP INC | MACHINERY/EQUIPMENT ACH PMT NO. - 80106514 | 11,367.17 |
| NORCO INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106448 | 262.15 |
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES ACH PMT NO. - 80106478 | 110.00 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 4,326.17 |
| OXARC INC | OPERATING SUPPLIES ACH PMT NO. - 80106516 | 10,155.16 |
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106459 | 244.67 |

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------------------------------------------|--------------------------------------------|------------|
| SPOKANE CITY TREASURER | REFUNDS CHECK NO. - 00588230 | 4,586.57 |
| SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE CHECK NO. - 00588365 | 158,068.83 |
| T-MOBILE | TELEPHONE CHECK NO. - 00588366 | 90.74 |
| ZACHARY & CAYLIN BANKSTON 728 S RUSSELL RD | REFUNDS CHECK NO. - 00588219 | 23.06 |

| | | |
|---------------------------------|-------|------------|
| TOTAL FOR 4100 - WATER DIVISION | ----- | 506,951.98 |
|---------------------------------|-------|------------|

4250 - INTEGRATED CAPITAL MANAGEMENT

| | | |
|---------------------------------------------|--------------------------------------------------------|------------|
| CITY OF SPOKANE VALLEY | CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00588205 | 10,527.45 |
| H D FOWLER COMPANY | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80106434 | 191,022.50 |
| KATHERINE E MILLER | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00588362 | 129.70 |
| KWI LLC 306 N SPOKANE ST | REFUNDS CHECK NO. - 00588217 | 32.18 |
| MAX J KUNEY COMPANY | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80106442 | 442,522.37 |
| MOVHER LLC | PROFESSIONAL SERVICES ACH PMT NO. - 80106444 | 371.88 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 8,910.80 |

| | | |
|---------------------------------------------------------|--------------------------------------------|-----------|
| SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE CHECK NO. - 00588365 | 58,818.44 |
| ZACHARY & CAYLIN BANKSTON 728 S RUSSELL RD | REFUNDS CHECK NO. - 00588219 | 27.82 |

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|------------------------------------------------|------------|
| TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT | 712,363.14 |
|------------------------------------------------|------------|

4300 - SEWER FUND

| | | |
|-----------------------------------------------|---------------------------------|--------|
| KWI LLC 306 N SPOKANE ST | REFUNDS CHECK NO. - 00588217 | 77.20 |
| VIRGINIA AND DANIEL BUTLER PO BOX 14 | REFUNDS CHECK NO. - 00588218 | 300.00 |
| ZACHARY & CAYLIN BANKSTON 728 S RUSSELL RD | REFUNDS CHECK NO. - 00588219 | 7.27 |

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| HONORABLE MAYOR AND COUNCIL MEMBERS | 08/22/22 PAGE 13 |
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|-----------------------------|--------|
| TOTAL FOR 4300 - SEWER FUND | 384.47 |
|-----------------------------|--------|

4310 - SEWER MAINTENANCE DIVISION

| | | |
|----------------------------------------------------------------|---------------------------------------------------------|------------|
| ACTION MATERIALS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106475 | 650.75 |
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80106477 | 698.90 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80106482 | 48.28 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80106482 | 10.11 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00588204 | 330.88 |
| FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106430 | 239.80 |
| INLAND INFRASTRUCTURE LLC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80106392 | 172,109.31 |
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES ACH PMT NO. - 80106478 | 330.00 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 2,223.94 |
| RAILROAD MANAGEMENT CO III LLC | PERMITS/OTHER FEES ACH PMT NO. - 80106456 | 313.34 |
| SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE CHECK NO. - 00588365 | 75,919.87 |
| STELLAR INDUSTRIAL SUPPLY INC | SAFETY SUPPLIES ACH PMT NO. - 80106466 | 431.43 |
| T-MOBILE | CELL PHONE | |

| | | |
|-----------------------|-------------------------------|----------|
| | CHECK NO. - 00588233 | 628.25 |
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80106405 | 2,502.52 |
| WCP SOLUTIONS | TUITION REIMBURSEMENT | |
| | ACH PMT NO. - 80106526 | 534.55 |
| WSF LLC | REPAIR & MAINTENANCE SUPPLIES | |
| dba WESTERN SYSTEMS & | ACH PMT NO. - 80106470 | 2,837.87 |

| | | |
|---------------------------------------------|-------|------------|
| TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION | ----- | 259,809.80 |
|---------------------------------------------|-------|------------|

4320 - RIVERSIDE PARK RECLAMATION FAC

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|----------------------------------------------------------------|-------------------------------|------------|
| ANGELICA VAZQUEZ MELITON | PERMITS/OTHER FEES | |
| | CHECK NO. - 00588234 | 152.00 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80106482 | 138,428.46 |
| BECKWITH & KUFFEL INC DBA GRANICH ENGINEERED PRODUCTS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80106432 | 2,349.11 |
| BRANDSAFWAY SERVICES INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80106457 | 1,308.00 |
| CENTURYLINK | TELEPHONE | |
| | CHECK NO. - 00588204 | 119.83 |
| CINTAS CORPORATION NO 3 LOC 606 | LAUNDRY/JANITORIAL SERVICES | |
| | ACH PMT NO. - 80106412 | 5,945.42 |
| CINTAS CORPORATION NO 3 LOC 606 | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80106412 | 1,568.47 |
| COMCAST | IT/DATA SERVICES | |
| | ACH PMT NO. - 80106414 | 206.65 |
| COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW | ADVERTISING | |
| | ACH PMT NO. - 80106463 | 248.50 |
| EUROFINS ENVIRONMENT TESTING NORTHWEST LLC | TESTING SERVICES | |
| | ACH PMT NO. - 80106425 | 304.50 |
| INLAND ENVIRONMENTAL RESOURCES INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80106438 | 15,771.57 |
| JAMES SOULES | PERMITS/OTHER FEES | |
| | ACH PMT NO. - 80106473 | 67.00 |
| MCKINSTRY CO LLC LOCKBOX | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80106443 | 1,040.95 |
| NALCO CO | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80106446 | 163.37 |
| NALCO CO | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80106446 | 727.35 |
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80106478 | 210.00 |

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|---------------------------------------------|-------------------------------------------------|-----------|
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 2,450.84 |
| OLIN CORPORATION CHLOR ALKALI | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80106451 | 13,494.20 |
| OWEN EQUIPMENT CO | OPERATING SUPPLIES ACH PMT NO. - 80106452 | 3,548.32 |
| OXARC INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80106453 | 2,502.69 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------------------------------------------|---------------------------------------------------------|-----------|
| SITEONE LANDSCAPE SUPPLY LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106459 | 195.22 |
| SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE CHECK NO. - 00588365 | 63,960.75 |
| SPOKANE COUNTY TREASURER | PERMITS/OTHER FEES ACH PMT NO. - 80106462 | 24.44 |
| T-MOBILE | CELL PHONE CHECK NO. - 00588233 | 29.75 |
| VERIZON WIRELESS | TELEPHONE ACH PMT NO. - 80106405 | 896.02 |
| WATERCO OF THE PACIFIC NORTH WEST, INC | OPERATING SUPPLIES CHECK NO. - 00588206 | 1,611.98 |

| | |
|-------------------------------------------------|------------|
| TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC | 257,325.39 |
|-------------------------------------------------|------------|

4330 - STORMWATER

| | | |
|----------------------------------------------|--------------------------------------------------------|------------|
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80106477 | 698.90 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80106482 | 2,257.39 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00588204 | 266.51 |
| NATIONAL NATIVE AMERICAN CONSTRUCTION INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80106447 | 115,768.00 |
| NORTH SPOKANE IRRIGATION DIST #8 | PUBLIC UTILITY SERVICE CHECK NO. - 00588225 | 65.54 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 821.96 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80106405 | 332.33 |
| VERIZON WIRELESS | TELEPHONE ACH PMT NO. - 80106405 | 434.64 |

| | |
|-----------------------------|------------|
| TOTAL FOR 4330 - STORMWATER | 120,645.27 |
|-----------------------------|------------|

4360 - ENVIRONMENTAL PROGRAMS

| | | |
|-------------------------|------------------------|-------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 45.08 |

| | |
|-----------------------------------------|-------|
| TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS | 45.08 |
|-----------------------------------------|-------|

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4480 - SOLID WASTE FUND

| | | |
|----------------------------|----------------------|----------|
| SPOKANE CITY TREASURER OR | DEPOSIT-SALES TAX | |
| WASH STATE DEPT OF REVENUE | CHECK NO. - 00588365 | 2,661.57 |

| | |
|-----------------------------------|----------|
| TOTAL FOR 4480 - SOLID WASTE FUND | 2,661.57 |
|-----------------------------------|----------|

4490 - SOLID WASTE DISPOSAL

| | | |
|---------------------------|------------------------|-------|
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80106407 | 50.00 |

| | | |
|-------------------------------|-------------------------------|-----------|
| ATLAS BOILER AND EQUIPMENT CO | REPAIR & MAINTENANCE SUPPLIES | |
| DBA NBI | ACH PMT NO. - 80106480 | 22,127.00 |

| | | |
|------------------|-----------------------------|--------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80106482 | 215.45 |

| | | |
|-----------------------|------------------------|--------|
| BANNER FURNACE & FUEL | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80106483 | 212.11 |

| | | |
|-----------------|-------------------------|----------|
| C & C YARD CARE | LANDSCAPE/GROUNDS MAINT | |
| | ACH PMT NO. - 80106383 | 2,590.71 |

| | | |
|---------------------|------------------------|----------|
| DYKMAN ELECTRIC INC | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80106422 | 5,447.82 |

| | | |
|---------------------|-------------------------------|-----------|
| DYKMAN ELECTRIC INC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80106422 | 16,960.40 |

| | | |
|-------------------------------|-------------------------------|----------|
| EASTSIDE ELECTRIC MOTORS | EQUIPMENT REPAIRS/MAINTENANCE | |
| INTEGRATED POWER SERVICES LLC | ACH PMT NO. - 80106389 | 4,143.51 |

| | | |
|------------------|------------------------|--------|
| ELJAY OIL CO INC | LUBRICANTS | |
| | ACH PMT NO. - 80106423 | 679.23 |

| | | |
|------------------|---------------------------|----------|
| ELJAY OIL CO INC | MOTOR FUEL-OUTSIDE VENDOR | |
| | ACH PMT NO. - 80106423 | 1,309.94 |

| | | |
|------------------------------|------------------------|--------|
| EUROFINS ENVIRONMENT TESTING | CONTRACTUAL SERVICES | |
| NORTHWEST LLC | ACH PMT NO. - 80106499 | 784.40 |

| | | |
|-------------|------------------------|--------|
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80106426 | 183.63 |

| | | |
|-------------|-------------------------------|--------|
| FASTENAL CO | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80106426 | 842.57 |

| | | |
|-------------|-------------------------------|--------|
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80106426 | 293.46 |

| | | |
|-------------|------------------------|--------|
| FASTENAL CO | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80106426 | 127.67 |

| | | |
|----------------------------|-------------------------------|----------|
| HITACHI ZOSEN INOVA U.S.A. | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80106437 | 7,608.20 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------------------------------------------|-------------------------------|------------|
| HYDRAULICS PLUS INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80106507 | 3,252.53 |
| KNIGHT CONSTRUCTION & SUPPLY INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80106393 | 151,456.52 |
| KRAFT WERKS ENGINEERING LLC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80106439 | 296,962.00 |
| LINN MACHINE & MFG | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80106440 | 3,052.00 |
| LOOMIS ARMORED US INC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80106441 | 614.06 |
| NALCO CO | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80106513 | 3,428.85 |
| NORTHSTAR CHEMICAL INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80106449 | 5,973.20 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES | |
| | ACH PMT NO. - 80106398 | 3,043.65 |
| PCE PACIFIC INC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80106518 | 714.53 |
| PETE LIEN & SONS INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80106454 | 9,941.85 |
| SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE | |
| | CHECK NO. - 00588365 | 29,893.13 |
| THE MAHER CORP DBA RISK MGMT PROFESSIONALS | PROFESSIONAL SERVICES | |
| | ACH PMT NO. - 80106525 | 107.50 |
| WA STATE DEPT OF LABOR & INDUSTRIES | PERMITS/OTHER FEES | |
| | CHECK NO. - 00588236 | 122.80 |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES | |
| | - | 26,726.58 |

| | | |
|---------------------------------------|-------|------------|
| TOTAL FOR 4490 - SOLID WASTE DISPOSAL | ----- | 598,865.30 |
|---------------------------------------|-------|------------|

4500 - SOLID WASTE COLLECTION

| | | |
|------------------------------------------------|-----------------------------|----------|
| ACRANET CBS BRANCH/DIV OF CBS REPORTING INC | BACKGROUND CHECKS | |
| | ACH PMT NO. - 80106407 | 139.00 |
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES | |
| | ACH PMT NO. - 80106477 | 3,525.78 |
| BRADLEY McPHEE | PERMITS/OTHER FEES | |
| | CHECK NO. - 00588221 | 136.00 |
| CENTURYLINK | TELEPHONE | |
| | CHECK NO. - 00588204 | 257.93 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------------------------------------------|-------------------------------------------------------|------------|
| FASTENAL CO | OPERATING SUPPLIES ACH PMT NO. - 80106426 | 346.25 |
| GAGE B MORGAN | PERMITS/OTHER FEES CHECK NO. - 00588224 | 136.00 |
| JACOB SPENCER | PERMITS/OTHER FEES CHECK NO. - 00588227 | 403.00 |
| JOHN GOINS | PERMITS/OTHER FEES CHECK NO. - 00588207 | 471.00 |
| KAY MCPHEE | PERMITS/OTHER FEES CHECK NO. - 00588222 | 102.00 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 4,207.46 |
| SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC | MACHINERY/EQUIPMENT ACH PMT NO. - 80106460 | 65,176.65 |
| SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE CHECK NO. - 00588365 | 93,898.27 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80106405 | 1,099.00 |
| TOTAL FOR 4500 - SOLID WASTE COLLECTION | | 169,898.34 |
| 4530 - SOLID WASTE LANDFILLS | | |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80106482 | 1,324.23 |
| STARPLEX CORP | ALARM/SECURITY SERVICES ACH PMT NO. - 80106465 | 1,870.00 |
| TOTAL FOR 4530 - SOLID WASTE LANDFILLS | | 3,194.23 |
| 4600 - GOLF FUND | | |
| ACRANET CBS BRANCH/DIV OF CBS REPORTING INC | BACKGROUND CHECKS ACH PMT NO. - 80106407 | 117.50 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 311.05 |
| TOTAL FOR 4600 - GOLF FUND | | 428.55 |
| 4700 - DEVELOPMENT SVCS CENTER | | |
| ARCTIC LIGHTING & ELECTRIC LLC 2307 N WOODRUFF RD | PERMIT REFUNDS PAYABLE CHECK NO. - 00588215 | 15.00 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------------------------------------|------------------------------------------------|--------|
| COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW | ADVERTISING ACH PMT NO. - 80106463 | 397.43 |
| NORTH COUNTRY SERVICES LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80106542 | 651.81 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 683.71 |
| SPECIALTY HOME PRODUCTS 2222 E MALLON AVE | PERMIT REFUNDS PAYABLE CHECK NO. - 00588214 | 170.00 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80106405 | 127.67 |

| | | |
|------------------------------------------|-------|----------|
| TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER | ----- | 2,045.62 |
|------------------------------------------|-------|----------|

5100 - FLEET SERVICES FUND

| | | |
|-----------------------------------------------------------|---------------------------------------------------------|-----------|
| CLEAN ENERGY INC | CONTRACTUAL SERVICES ACH PMT NO. - 80106487 | 16,908.10 |
| COEUR D'ALENE SERVICE STATION EQUIPMENT | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80106488 | 228.90 |
| MEGA WASH LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80106512 | 5,598.19 |
| NOVUS AUTO GLASS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80106515 | 2,594.20 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 1,337.37 |
| WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80106505 | 7,478.66 |

| | | |
|--------------------------------------|-------|-----------|
| TOTAL FOR 5100 - FLEET SERVICES FUND | ----- | 34,145.42 |
|--------------------------------------|-------|-----------|

5200 - PUBLIC WORKS AND UTILITIES

| | | |
|---------------------------------------------------------|-----------------------------------------------|-----------|
| ALLIED ENVELOPE | OPERATING SUPPLIES ACH PMT NO. - 80106476 | 73,119.38 |
| KWI LLC 306 N SPOKANE ST | REFUNDS CHECK NO. - 00588217 | 1.50 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 479.35 |
| PITNEY BOWES | IF REPROGRAPHICS CHECK NO. - 00588226 | 1,962.00 |
| SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE | WA DEPT OF REVENUE CHECK NO. - 00588365 | 409.26 |

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|---------------------------|---------|
| ZACHARY & CAYLIN BANKSTON | REFUNDS |
|---------------------------|---------|

728 S RUSSELL RD

CHECK NO. - 00588219

10.00

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES

75,981.49

5300 - IT FUND

| | | |
|----------------------------------------------|-------------------------------------------------------|-----------|
| ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80106479 | 1.68 |
| AT&T | TELEPHONE CHECK NO. - 00588353 | 93.11 |
| DELBERT MURPHY | PER DIEM CHECK NO. - 00588363 | 343.71 |
| DELL MARKETING LP %DELL USA LP | MINOR EQUIPMENT ACH PMT NO. - 80106494 | 104.85 |
| INTELLECTYX INC | CAPITALIZED SOFTWARE ACH PMT NO. - 80106509 | 29,566.67 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 1,217.16 |
| PITNEY BOWES | OPERATING SUPPLIES CHECK NO. - 00588364 | 357.89 |

TOTAL FOR 5300 - IT FUND

31,685.07

5310 - IT CAPITAL REPLACEMENT FUND

| | | |
|---------------------------|----------------------------------------------------|-----------|
| COMPUNET INC LB 410802 | COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80106416 | 59,122.76 |
|---------------------------|----------------------------------------------------|-----------|

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

59,122.76

5400 - REPROGRAPHICS FUND

| | | |
|----------------------------------------------|-------------------------------------------------------|-------|
| ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80106479 | 41.66 |
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 59.36 |

TOTAL FOR 5400 - REPROGRAPHICS FUND

101.02

5500 - PURCHASING & STORES FUND

| | | |
|---------------------------------------------|-----------------------------------------------|-------|
| OFFICE OF STATE AUDITOR WASHINGTON STATE | STATE AUDIT CHARGES ACH PMT NO. - 80106398 | 76.64 |
|---------------------------------------------|-----------------------------------------------|-------|

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5500 - PURCHASING & STORES FUND

76.64

5600 - ACCOUNTING SERVICES

| | | |
|------------------------------------------------------|--------------------------------|---------------------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 389.19 |
| TOTAL FOR 5600 - ACCOUNTING SERVICES | | 389.19 |
| 5700 - MY SPOKANE | | |
| ACRANET CBS BRANCH/DIV OF | BACKGROUND CHECKS | |
| CBS REPORTING INC | ACH PMT NO. - 80106407 | 82.50 |
| LANGUAGE SERVICES ASSOC INC | INTERPRETER COSTS | |
| | ACH PMT NO. - 80106511 | 12.90 |
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 129.98 |
| TOTAL FOR 5700 - MY SPOKANE | | 225.38 |
| 5750 - OFFICE OF PERFORMANCE MGMT | | |
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 129.23 |
| VOLT MANAGEMENT CORP | CONTRACTUAL SERVICES | |
| DBA VOLT WORKFORCE SOLUTIONS | ACH PMT NO. - 80106406 | 16,065.07 |
| TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT | | 16,194.30 |
| 5800 - RISK MANAGEMENT FUND | | |
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 477.85 |
| TOTAL FOR 5800 - RISK MANAGEMENT FUND | | 477.85 |
| 5810 - WORKERS' COMPENSATION FUND | | |
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 558.99 |
| WA STATE DEPT OF LABOR & INDUSTRIES | DEPOSIT-SUPP PENSION ASSESSMNT | |
| | CHECK NO. - 00588235 | 161,729.65 |
| WA STATE DEPT OF LABOR & INDUSTRIES | INSURANCE ADMINISTRATION | |
| | CHECK NO. - 00588235 | 185,500.04 |
| HONORABLE MAYOR AND COUNCIL MEMBERS | | 08/22/22 PAGE 22 |
| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| WA STATE DEPT OF LABOR & INDUSTRIES | OTHER STATE AGENCIES | |
| | CHECK NO. - 00588235 | 10,966.62- |
| TOTAL FOR 5810 - WORKERS' COMPENSATION FUND | | 336,822.06 |
| 5820 - UNEMPLOYMENT COMPENSATION FUND | | |

OFFICE OF STATE AUDITOR
WASHINGTON STATE

STATE AUDIT CHARGES
ACH PMT NO. - 80106398

49.59

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND

49.59

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON

INSURANCE CLAIMS
ACH PMT NO. - 80106534

23,927.92

KAISER FOUNDATION HEALTH PLAN
OF WASHINGTON

INSURANCE CLAIMS
ACH PMT NO. - 80106540

161,489.76

OFFICE OF STATE AUDITOR
WASHINGTON STATE

STATE AUDIT CHARGES
ACH PMT NO. - 80106398

3,901.67

PREMERA BLUE CROSS OR
SPOKANE CITY TREASURER

INSURANCE CLAIMS
ACH PMT NO. - 80106474

376,503.43

WILLIAM STARR
824 E 31ST AVE

IF MAND EMP CONTRIBUTION
CHECK NO. - 00588220

172.46

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND

565,995.24

5900 - FACILITIES MANAGEMENT FUND OPS

ATS INLAND NW LLC

BUILDING REPAIRS/MAINTENANCE
ACH PMT NO. - 80106380

4,158.35

AVISTA CORPORATION

UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80106481

22,937.84

AVISTA CORPORATION

UTILITY NATURAL GAS
ACH PMT NO. - 80106481

169.30

CONTROL SOLUTIONS NW INC

CONTRACTUAL SERVICES
ACH PMT NO. - 80106387

3,024.74

DESIGNER DECAL INC

PRINTING/BINDING/REPRO
ACH PMT NO. - 80106418

300.16

OFFICE OF STATE AUDITOR
WASHINGTON STATE

STATE AUDIT CHARGES
ACH PMT NO. - 80106398

1,525.20

SNO VALLEY PROCESS SOLUTIONS

BUILDING REPAIRS/MAINTENANCE
ACH PMT NO. - 80106403

1,500.00

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STONEWAY ELECTRIC SUPPLY

OPERATING SUPPLIES
CHECK NO. - 00588231

5,055.91

WAXIE SANITARY SUPPLY

MINOR EQUIPMENT
CHECK NO. - 00588238

1,339.65

WAXIE SANITARY SUPPLY

OPERATING SUPPLIES
CHECK NO. - 00588238

9,712.39

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS

49,723.54

5901 - ASSET MANAGEMENT FUND CAPITAL

| | | |
|--------------------------|------------------------|-----------|
| FERGUSON ENTERPRISES INC | MACHINERY/EQUIPMENT | |
| | ACH PMT NO. - 80106428 | 15,172.90 |

| | |
|------------------------------------------------|-----------|
| TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL | 15,172.90 |
|------------------------------------------------|-----------|

6100 - RETIREMENT

| | | |
|-------------------------|------------------------|----------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 3,018.85 |

| | |
|-----------------------------|----------|
| TOTAL FOR 6100 - RETIREMENT | 3,018.85 |
|-----------------------------|----------|

6200 - FIREFIGHTERS' PENSION FUND

| | | |
|----------------------------|------------------------|----------|
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT | |
| | ACH PMT NO. - 80106534 | 1,155.00 |

| | | |
|-------------------------|------------------------|--------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 445.54 |

| | | |
|------------------------|------------------------|-----------|
| PREMERA BLUE CROSS OR | SERVICE REIMBURSEMENT | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80106474 | 86,477.85 |

| | |
|---------------------------------------------|-----------|
| TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND | 88,078.39 |
|---------------------------------------------|-----------|

6230 - BUILDING CODE RECORDS MGMT

| | | |
|--------------------|----------------------|----------|
| WA STATE TREASURER | CONTRACTUAL SERVICES | |
| | CHECK NO. - 00588237 | 4,821.00 |

| | |
|---------------------------------------------|----------|
| TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT | 4,821.00 |
|---------------------------------------------|----------|

6250 - MUNICIPAL COURT

| | | |
|--------------------|----------------------|-----------|
| WA STATE TREASURER | CONTRACTUAL SERVICES | |
| | CHECK NO. - 00588237 | 69,556.96 |

| | |
|---------------------|----------|
| HONORABLE MAYOR | 08/22/22 |
| AND COUNCIL MEMBERS | PAGE 24 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|----------------------------------|-----------|
| TOTAL FOR 6250 - MUNICIPAL COURT | 69,556.96 |
|----------------------------------|-----------|

6300 - POLICE PENSION

| | | |
|----------------------------|------------------------|----------|
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT | |
| | ACH PMT NO. - 80106534 | 3,332.00 |

| | | |
|-------------------------|------------------------|--------|
| OFFICE OF STATE AUDITOR | STATE AUDIT CHARGES | |
| WASHINGTON STATE | ACH PMT NO. - 80106398 | 360.64 |

| | | |
|------------------------|------------------------|-----------|
| PREMERA BLUE CROSS OR | SERVICE REIMBURSEMENT | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80106474 | 33,687.91 |

| | |
|---------------------------------|-----------|
| TOTAL FOR 6300 - POLICE PENSION | 37,380.55 |
|---------------------------------|-----------|

TOTAL CLAIMS

7,192,005.31

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

08/29/2022

Date Rec'd

8/24/2022

Clerk's File #

CPR 2022-0003

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

ACCOUNTING

Contact Name/Phone

MICHELLE MURRAY 6032

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: August 20, 2022.
Payroll check #564771 through check #565030 \$8,134,529.25

Summary (Background)

N/A

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 8,134,529.25

N/A

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

PERKINS, JOHNNIE

Additional Approvals**Purchasing**

PAYROLL RECAP BY FUND
PAY PERIOD ENDING AUGUST 20, 2022

| FUND | FUND NAME | TOTAL |
|-------|--------------------------------------------|--------------|
| 0100 | GENERAL FUND | |
| 0030 | POLICE OMBUDSMAN | 11,530.65 |
| 0230 | CIVIL SERVICE | 34,825.60 |
| 0260 | CITY CLERK | 17,434.41 |
| 0320 | COUNCIL | 53,475.55 |
| 0330 | PUBLIC AFFAIRS / COMMUNICATIONS | 31,565.93 |
| 0370 | ENGINEERING SERVICES | 186,467.12 |
| 0410 | FINANCE | 36,053.65 |
| 0430 | GRANTS MNGMT & FINANCIAL ASSIST | 6,209.60 |
| 0450 | CD/HS DIVISION | 11,038.40 |
| 0470 | HISTORIC PRESERVATION | 7,045.60 |
| 0480 | OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION | 2,728.80 |
| 0500 | LEGAL | 116,252.49 |
| 0520 | MAYOR | 63,325.40 |
| 0550 | NEIGHBORHOOD SERVICES | 13,968.80 |
| 05601 | MUNICIPAL COURT | 114,792.93 |
| 05602 | PARKING VIOLATIONS | 0.00 |
| 0570 | OFFICE OF HEARING EXAMINER | 7,275.20 |
| 0620 | HUMAN RESOURCES | 18,299.24 |
| 0650 | PLANNING SERVICES | 44,806.16 |
| 0680 | POLICE | 1,830,227.48 |
| 0690 | PROBATION SERVICES | 42,895.42 |
| 0700 | PUBLIC DEFENDERS | 82,993.35 |
| 0750 | ECONOMIC DEVELOPMENT | 8,157.60 |
| 0860 | TREASURER | 0.00 |
| | TOTAL GENERAL FUND | 2,741,369.38 |

| FUND | FUND NAME | TOTAL |
|------|----------------------------------|--------------|
| 1100 | STREET | 261,515.58 |
| 1200 | CODE ENFORCEMENT | 56,217.98 |
| 1300 | LIBRARY | 202,332.17 |
| 1390 | URBAN FORESTRY FUND | 0.00 |
| 1400 | PARKS AND RECREATION | 490,946.18 |
| 1460 | PARKING METER | 35,210.76 |
| 1510 | LAW ENFORCEMENT INFO SYSTEM FUND | 0.00 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 13,777.92 |
| 1625 | PUBLIC SAFETY PERSONNEL | 84,745.34 |
| 1630 | COMBINED COMMUNICATIONS CENTER | 47,755.30 |
| 1680 | CD/HS | 51,521.20 |
| 1970 | EMS FUND | 1,636,691.07 |
| 4100 | WATER | 474,610.90 |
| 4250 | INTEGRATED CAPITAL FUND | 51,886.24 |
| 4300 | SEWER | 574,145.82 |
| 4480 | REFUSE | 577,405.08 |
| 4490 | SOLID WASTE | 0.00 |
| 4530 | LANDFILLS | 0.00 |
| 4600 | GOLF | 67,650.65 |
| 4700 | GENERAL SERVICES FUND | 170,314.44 |
| 5100 | FLEET SERVICE | 100,462.53 |
| 5200 | PUBLIC WORKS & UTILITY FUND | 47,941.16 |
| 5300 | MIS | 183,741.61 |
| 5400 | REPROGRAPHICS | 7,443.21 |
| 5500 | PURCHASING | 20,452.00 |
| 5600 | ACCOUNTING SERVICES | 109,735.30 |
| 5700 | MY SPOKANE | 29,890.40 |
| 5750 | PROJECT MANAGEMENT OFFICE | 18,970.40 |
| 5810 | WORKER'S COMPENSATION | 17,863.60 |
| 5830 | SELF-FUNDED MEDICAL/DENTAL | 9,168.80 |
| 5900 | ASSET MANAGEMENT | 39,308.23 |
| 6060 | CITY RETIREMENT | 11,456.00 |
| | TOTAL | 8,134,529.25 |

MINUTES OF SPOKANE CITY COUNCIL

Monday, August 15, 2022

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:34 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Stratton, Wilkerson, and Zappone were present. Council Member Kinnear was absent.

City Administrator Johnnie Perkins, Hannahlee Allers, Director-City Council Office; and City Clerk Terri Pfister were also present for the meeting.

Candidate Interview – CHHS Board

The City Council held an interview with Breianna Gorder, a candidate for appointment to the CHHS Board.

Advance Agenda Review

The City Council received an overview from staff and/or Council sponsors on the August 22, 2022, Advance Agenda items.

Action to Approve August 22, 2022, Advance Agenda

Following staff and/or Council sponsor reports and Council inquiry and discussion regarding the August 22, 2022, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to approve** the August 22, 2022, Advance Agenda; **carried 6-0**.

Current Agenda Review

The City Council received an overview from staff and/or Council sponsors on the August 15, 2022, Current Agenda items.

Collective Bargaining Agreement with the Spokane Police Guild (OPR 2022-0582)

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to substitute** Consent Agenda Item 9—Collective Bargaining Agreement with the Spokane Police Guild for wages and benefits for 2022—with updated version (circulated earlier in the day); **carried 6-0**.

Collective Bargaining Agreement with Local 29 I.A.F.F.AFL-CIO (OPR 2022-0585)

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to substitute** Consent Agenda Item 10—Collective Bargaining Agreement with Local 29 I.A.F.F.AFL-CIO for wages and benefits for 2020 through 2024—with updated version (circulated earlier in the day); **carried 6-0.**

Special Budget Ordinance C36193 (Deferred from July 25, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to defer** for one week, to August 22, 2022, Special Budget Ordinance C36193 (arising from the need to continue and expand the use of confidential funds—**carried 6-0.**

Appointment – Citizens' Transportation Advisory Board (CTAB) (CPR 2018-0032)

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to table** the CTAB appointment indefinitely; **carried 6-0.**

Action to Approve August 15, 2022, Current Agenda

Following staff and/or Council sponsor reports and Council inquiry and discussion regarding the August 15, 2022, Current Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Bingle, seconded by Council Member Wilkerson, **to approve** the August 15, 2022, Current Agenda (as modified); **carried 6-0.**

Council Recess/Executive Session

The City Council recessed at 4:32 p.m. and immediately reconvened into an Executive Session to discuss litigation matters until 4:50 p.m. Interim City Attorney Lynden Smithson was present during the Executive Session. The Executive Session ended at 4:50 p.m., at which time the 3:30 p.m. Briefing Session also ended. The City Council reconvened at 6:02p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Beggs.

Roll Call

On roll call, Council President Beggs and Council Members Bingle, Cathcart, Stratton, and Wilkerson were present. Council Member Zappone arrived at the meeting at 6:09 p.m. Council Member Kinnear was absent.

Hannahlee Allers, Director-City Council Office, and City Clerk Terri Pfister were also present for the meeting.

There were no **Council Committee Reports.**

POETRY AT THE PODIUM

Jackie T provided reading of “Corbin Park.”

MAYORAL PROCLAMATION

August 20, 2022

Unity in the Community Day

Council Member Wilkerson read the proclamation. April Anderson, Mareesa Henderson, and Kristen Piscopo (all appearing virtually) accepted the proclamation. A copy of the proclamation is attached to these minutes.

The Andrews and Calvary Salutation, that Council Member Wilkerson read on Sunday, August 14, 2022, is also attached to these minutes solely as reference. This salutation salutes the public service of Reverend Dr. C.W. Andrews, Sr., head pastor of the historic Calvary Baptist Church, and First Lady Doris G. Andrews

(Council Member Zappone joined the meeting at 6:09 p.m.)

There were no **Reports from Neighborhood Councils.**

BOARD AND COMMISSION APPOINTMENTS

Community, Housing, and Human Services Board (CPR 2012-0033)

Upon 6-0 Voice Vote, the City Council **approved** the appointments of Breianna Gorder, Chelsea Low, and Eric Robison to three-year terms on the Community, Housing, and Human Services Board to serve from August 15, 2022, to August 14, 2025.

BOARD AND COMMISSION VACANCIES

Council President Beggs reminded the public that if they would like to consider serving on a board or commission, the City has a webpage on the City’s website that lists them all and what they do, the terms of service, what openings we are currently recruiting for. For the majority of them, individuals can apply to the Mayor’s Office and the Mayor nominates them to Council.

There were **Administrative Reports.**

CONSENT AGENDA

Subsequent to the opportunity for public testimony and an opportunity for Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 6-0 Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Illinois Avenue Grind and Overlay Project— \$2,327,467. An administrative reserve of \$232,746.70, which is 10% of the contract price, will be set aside. (Logan/Bemiss Neighborhood) (OPR 2022-0577 / ENG 2021096) (Council Sponsor: Council Member Kinnear)

Administrative Reserve increase to the contract with LaRiviere, Inc. for the Havana Well Station—\$250,000. (Council Sponsor: Council Member Kinnear)

Consultant Agreement with Matrix Consulting Group (San Mateo, CA) to provide a cost and usage analysis for the City's police vehicles from August 1, 2022 through March 1, 2023—\$61,100 (plus applicable taxes). (OPR 2022-0578 / RFP 5650-22) (Council Sponsor: Council Member Kinnear)

Recommendation to list the Breslin, 729 S. Bernard Street, on the Spokane Register of Historic Places. (OPR 2022-0579)

Contract Extension with the House of Charity through December 31, 2022, to provide financial support for the continuation of 35 socially distanced shelter beds, maintaining their current overall capacity of 135 beds—\$280,409.63 (ESG-CV funds). (OPR 2020-0061) (Council Sponsor: Council Member Stratton)

Accept grant funding to perform a stormwater study per the Washington State Department of Ecology TAPE program, in partnership with Spokane County and the City of Spokane Valley—\$300,000 Revenue, with a 25 percent match requirement. (OPR 2022-0580) (Council Sponsor: Council Member Kinnear)

Contract Extension with Passport Labs, Inc. (Charlotte, NC) allowing parkers to pay for on-street parking through the Passport Mobile Parking App from August 1, 2022 through December 31, 2022—\$25,000. (OPR 2018-0029) (Council Sponsors: Council Members Kinnear and Stratton)

Connecting Housing to Infrastructure Program (CHIP) Grant for infrastructure improvements related to Liberty Park Terrace Apartments—\$680,461 Revenue. (OPR 2022-0581) (Council Sponsor: Council President Beggs)

Collective Bargaining Agreement with the Spokane Police Guild for wages and benefits for 2022. (OPR 2022-0582) (Council Sponsor: Council Member Cathcart)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through July 29, 2022, total \$12,001,683.66 (Check Nos.: 587628-587782; ACH Nos.: 105519-105826), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$11,348,641.16. (CPR 2022-0002)
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through August 5, 2022, total \$5,436,872.76 (Check Nos.: 587783-587896; ACH Nos.: 105827-106006), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,965,679.85. (CPR 2022-0002)
- c. Payroll claims of previously approved obligations through August 6, 2022: \$8,261,352.14 (Check Nos.: 564486-564769). (CPR 2022-0003)

City Council Meeting Minutes: June 16, July 18 (corrected), July 25, and August 4, 2022. (CPR 2022-0013)

Collective Bargaining Agreement with Local 29 I.A.F.F. (Taken Separately) (OPR 2022-0585) (Council Sponsor: Council Member Bingle)

Subsequent to public testimony and Council commentary, the following action was taken:

Upon 5-1 Voice Vote, the City Council **approved** the Collective Bargaining Agreement with Local 29 I.A.F.F. AFL-CIO for wages and benefits for 2020 through 2024.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

For Council action on Special Budget Ordinance C36193, see section of minutes under 3:30 p.m. Briefing Session.

Special Budget Ordinance C36251 (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 4-2 Roll Call Vote, the City Council **rejected Special Budget Ordinance C36251**, as amended, 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:

General Fund

- 1) Decrease the appropriation for a Community Court Coordinator in the Municipal Court department by \$71,300.
- 2) Increase the appropriation for registration/schooling by \$5,000.
- 3) Increase the appropriation for professional services by \$55,000.
- 4) Increase the appropriation for advertising by \$2,200.
- 5) Increase the appropriation for office supplies by \$1,100.
- 6) Increase the appropriation for operating supplies by \$8,000.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to appropriately fund the Court's therapeutic court program as provided in SMC 05A.18.030.)

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

(Note: Special Budget Ordinances require five affirmative roll call votes for passage.)

Special Budget Ordinance C36252 (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36252** 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:

General Fund

- 1) Decrease the appropriation for Court Commissioner in the Municipal Court department by \$39,000.
- 2) Decrease the appropriation for Court Clerk II in the Municipal Court department by \$35,000.
- 3) Decrease the appropriation for a Community Justice Specialist in the Community Justice Services department by \$32,000.

- 4) Decrease the appropriation for a Community Justice Counselor in the Community Justice Services department by \$39,000.
- 5) Increase the appropriation of professional services in the Municipal Court department by \$115,000.
- 6) Increase the appropriation of contractual services in the Municipal Court department by \$30,000.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to appropriately fund essential testing, treatment, and FTA reduction programs.)

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

Special Budget Ordinance C36253 (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 4-2 Roll Call Vote, the City Council **rejected Special Budget Ordinance C36253** 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:

General Fund

- 1) Decrease the appropriation for Court Clerk I positions in the Municipal Court department by \$62,300.
- 2) Increase the appropriation for office furniture (non-capital) by \$50,800.
- 3) Increase the appropriation for building repairs/maintenance by \$11,500.
- A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need refurbish, replace, and/or repair various Court spaces and furnishings.)

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

(Note: Special Budget Ordinances require five affirmative roll call votes for passage.)

Special Budget Ordinance C36254 (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36254** 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:

Public Safety Personnel Fund

- 1) Delete two project Community Justice Counselors (from 2 to 0) and decrease the associated appropriation for salary and benefits by \$47,694.
 - 2) Delete one project Community Justice Specialist (from 1 to 0) and decrease the associated appropriation for salary and benefits by \$18,838.
 - 3) Increase the appropriation for an operating transfer-out by \$66,532.
- (A) There is no change to the overall appropriation level in the Public Safety Personnel Fund.

and

General Fund

- 1) Increase revenue for an operating transfer-in in the Community Justice Services department by \$66,532.
 - 2) Add two classified Community Justice Counselor FTE positions (from 10 to 12) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$47,694.
 - 3) Add one classified Community Justice Specialist FTE positions (from 2 to 3) and increase the associated appropriation for salary and benefits in the Community Justice Services department by \$18,838.
- A) This is an increase to the overall appropriation level in the General Fund.

(This action arises from the need to create two Community Justice Counselor positions and one Community Justice Specialist position to formalize the Pretrial Services Unit.)

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

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2022-0073 (Council Sponsors: Council Members Zappone, Stratton, and Wilkerson)

Council Member Zappone provided an overview of Resolution 2022-0073. There was an opportunity for public testimony, with no individuals requesting to speak, and Council commentary held. The following action was then taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2022-0073** requiring the City's Planning Department to publish and present an annual report for three years of accessory dwelling unit (ADU) usage.

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

Resolution 2022-0074 (Council Sponsors: Council Members Stratton and Bingle)

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2022-0074** appointing Richard Hughes as Solid Waste Collection Manager.

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

Resolution 2022-0075 (Council Sponsors: Council Members Bingle and Cathcart)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2022-0075** setting hearing before City Council for September 19, 2022, for the vacation of the alley between Everett Avenue and vacated Sanson Avenue, from Julia Street to Myrtle Street, as requested by Camtek, Inc.

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

FINAL READING ORDINANCES

For Council action on Final Reading Ordinance C36243, see section of minutes under Hearings.

There were no **First Reading Ordinances**.

There were no **Special Considerations**.

HEARINGS

Hearing Expressing the Intention of the City Council to Designate Multi-family Tax Exemption Residential Targeted Areas and Related Final Reading Ordinance C36243 (Council Sponsors: Council President Beggs and Council Members Bingle and Zappone)

The City Council held a hearing expressing the intention of the City Council to designate multi-family tax exemption residential targeted areas and amend SMC 8.15.030. In conjunction with the hearing, the City Council considered Final Reading Ordinance C36243 relating to multiple family housing property tax exemption. Subsequent to a presentation by Teri Stripes of the Planning and Economic Development Services Department and public testimony, the following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to close** the hearing; **carried 6-0**.

Council commentary was held, after which the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Final Reading Ordinance C36243** relating to multiple family housing property tax exemption; amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.

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

OPEN FORUM

The following individual(s) spoke during Open Forum:

- Rick Bocook
- Melanie Perry
- Derek Zandt
- James Reinhart
- Beth Zandt
- John Meekhof
- Sandy Nichols
- William Hagy
- James Earl
- Dave Bilsland
- Sarah Hunter
- Aaron Wynhoff
- Cicily Wynhoff
- Justin O'Connell
- Dave M. (appearing virtually)
- Cherrie Barnett
- J.E. McHugh
- Lynda Peterson

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:41 p.m.

Minutes prepared and submitted for publication in the August 31, 2022, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on August 29, 2022.

Breean Beggs
City Council President

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

08/29/2022

Date Rec'd

8/25/2022

Clerk's File #

OPR 2022-0609

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

JOHN HALL 6443

Project #**Contact E-Mail**

JEHALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680- THE GUARDIANS FOUNDATION OPERATOR CONTRACT FOR TRENT AVENUE SHELTER

Agenda Wording

Contract operator for Trent Avenue homeless shelter with The Guardians Foundation.

Summary (Background)

Staff seeks authorization through consent agenda to execute the shelter operator agreement in the amount of \$6,581,731 from August 29, 2022 through December 31, 2023.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 6,581,731

1910-53010-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

HALL, JOHN E.

Study Session\Other

Finance 8/15/22

Division Director

HALL, JOHN E.

Council Sponsor

CM Bingle CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**HARRINGTON,
MARGARET

jehall@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

mmurray@spokanecity.org

Additional Approvals

jrichman@spokanecity.org

Purchasing

sbrown@spokanecity.org

dnorman@spokanecity.org

kclifton@spokanecity.org

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: August 29, 2022

Submitting Dept: Department Name **Other:** Neighborhoods, Housing and Human Services

Name of Staff Member Presenting to Council: John E. Hall and Tonya Wallace

Agenda Type: Contract Item

Agenda Item Name: The Guardians Foundation Operator Contract for Trent Avenue Shelter

Agenda Wording (250 Character Max): Contract operator for Trent Avenue homeless shelter with The Guardians Foundation

Summary Background (500 Character Limit): Staff seeks authorization through consent agenda to execute the shelter operator agreement in the amount of \$6,581,731 from August 29, 2022, through December 31, 2023.

Grant Related? Yes ☐ No ☒

Public Works Related? Yes ☐ No ☒

Fiscal Impact: Expense

If Revenue or Expense: \$6,581,731 1910-53010-65410-54201-99999

Council Notifications: Finance & Admin Committee – August 15, 2022

Any Additional Approvals Required: None

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.

Email Addresses of Any Additional People to Add to Distribution List

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE SUBMITTED WITH THE AGENDA ITEM

Committee Agenda Sheet

Finance & Administration Committee

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submitting Department | Community Housing and Human Services |
| Contact Name & Phone | John E. Hall/(509) 625-6443 |
| Contact Email | jehall@spokanecity.org |
| Council Sponsor(s) | CM Wilkerson and CM Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Trent Shelter Operations Contract |
| Summary (Background) | <p>Through an RFP process the Guardians were chosen as the preferred provider for shelter operations at the Trent Shelter. The contract is attached for review and approval. The goal was to have a shelter services contract approved at the same time as the shelter operator, however, the applicant chosen through the RFP process for the shelter services provider pulled out and a new RFP for services has recently been released. Staff received one proposal. The response is currently under review and is anticipated to be discussed at the Public Safety and Community Health Committee meeting on August 29, 2022. has had at least two prospective applicants express interest in applying.</p> <p>The landlord currently makes tenant improvements for phase one only at the property located at 4320 W. Trent Avenue. The tenant improvement will be completed in phases, with phase one involving the interior of the building and getting it prepared for human capacity of 250 individuals includes: sleeping purposes; interior partitions for security of vulnerable occupants, and general maintenance of such things as flooring and lighting are a part of phase one. Also included are the life safety elements of smoke and carbon monoxide detection systems, accessible access, and egress. Please find the scope of work appurtenant to the lease agreement.</p> <p>As of August 3, the current status of work is that insulation is approximately 60 percent complete. The contractor awaits flooring and lighting along with the components of the accessible access (ramps). With these elements dependent on supply chain timelines, it is difficult to exactly target an occupancy date. All parties involved are focused on getting the facility operational and have targeted the later part of August for an anticipated soft roll-out date.</p> |
| Proposed Council Action & Date: | August 15, 2022, first reading; August 29, 2022, advance and consent agenda vote. |
| Fiscal Impact: 2022 Fiscal Impact Only Total Cost: \$2,055,967 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 1910-53010-65410-54201-99999 | |

Expense Occurrence ☐ One-time ☒ Recurring

Other budget impacts: This funding only carries the operations through 2022, consisting of start-up expenses and four months of operations. An additional \$4,525,764 is needed for 2023 operations from unidentified source(s).

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This proposal will provide additional spaces for those experiencing homelessness in Spokane. In addition, it will provide overflow space to ensure the meets the Spokane Municipal Code regarding in times of extreme weather events and air quality hazards.

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

City staff will utilize the Community Management Information System (CMIS) system to track data on usage and use the data to improve service delivery. The data will most likely be shared with Washington State Department of Commerce related to any performance-based contracts in the relocation of occupants situated on the Washington Department of Transportation right of way properties.

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

Data will be collected using the CMIS system.

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

This proposal aligns with the 5-year strategy to end homelessness and current Municipal Code, which requires space for warming, cooling, and air quality.

City of Spokane Good Neighbor Agreement

Background: This Good Neighbor Agreement (“Agreement”) was developed to provide a strategy to address neighborhood concerns that often arise when new resources to support those experiencing homelessness are developed or expanded within our Spokane community.

Parties to the Agreement: Parties to this agreement include the service provider contracting with the City of Spokane, specific Neighborhood Council that represents the neighborhood the shelter is in as well as Business Associations located within eight blocks of a homeless service provider or shelter within the City of Spokane. Representatives to any meetings regarding implementation of the Agreement are to include business owners, property owners, residents, Neighborhood Council Chairs, service provider staff, district specific Spokane City Council Members and the Spokane Police Department Neighborhood Resource Officer for the specific location.

Boundaries of the Agreement: Eight blocks from any homeless shelter within the City of Spokane.

Legal Status of the Agreement: Parties to this MOU are committed to maintaining public safety and livability of the area; it is to this end they enter into this MOU. All participants understand this MOU is not a legally binding contract, nor is it intended to be. Further, all parties acknowledge that they have been advised and given time to review and present this document to independent counsel.

Purpose, Assumptions, and Goals: The purpose of this MOU is to identify ways for community stakeholders to work together to address potential impacts of the [named shelter/facility] as well as be good neighbors in support of clients/residents/guests of the shelter/ facility, and to formalize the goodwill and positive working relationships between stakeholders for the benefit of all. Discussion of this MOU can be a tool to clarify the best ways to address neighborhood concerns.

Participants to this MOU may experience unintended impacts due to this facility. The purpose of the MOU is to identify ways for community stakeholders to work together to address those impacts, as well as, to be good neighbors in support of residents and guests. However, this MOU is not expected to resolve all issues facing the community.

Inherent in this agreement is the assumption that all parties have certain basic rights; these include:

- All people have the right to be and to feel safe and welcome.
- All people have the right to safe, reasonably quiet enjoyment of their properties and public spaces.
- All people have the right to access available public resources, services and facilities to meet their needs.

Goals:

- Initiate and maintain open communications and understanding
- Encourage proactive responses to concerns that may arise
- Develop procedures or protocols for resolving concerns and problems
- Enhance public safety while promoting access to services
- Reduce crime and fear of crime and nuisance complaints

All parties agree to:

- Participate in this MOU
- Participate in collaborative problem solving around issues that arise within the boundaries of this MOU
- Develop, maintain and enhance good working relationships between the above named parties
- Use and promote direct, respectful, and civil communications while promoting responsiveness to community concerns by
 - Resolving problems quickly and as directly as possible
 - Encouraging first line communications occur one-one via in person, phone or email communication
 - Providing participants in this MOU with updated contact information if there are key leadership changes
 - Encourage neighbors or other community members to contact Guardians Foundation, directly, regarding questions or concerns as they relate to the shelter property or the local Neighborhood Association
- Enhance public safety and livability and promote access to services by
 - Fostering positive relationships between the shelter/facility and neighbors
 - Encouraging a sense of safety, welcome and investment in the neighborhood among all community members
 - Reporting crime and suspicious activity in the neighborhood to law enforcement

Expectations: Each party below will be encouraged to agree and adhere to certain behaviors and procedures. The expectations will differ depending on the party and are as follows:

Service Provider:

- Encourage clients/residents to be good neighbors by abiding by the facility/shelter code of conduct or trespassing through neighboring properties or rights of way.
- Encourage clients/residents to reduce litter and provide opportunities for litter patrol.
- Assign staff or residents to pick up litter on sidewalk/curb immediately surrounding shelter property on a regular schedule.
- Provide regular trash disposal.

- Ensure that client/resident belongings are never left on sidewalks immediately surround shelter property.
- Implement policies to deter loitering, camping, or illicit activities anywhere outside in the neighborhood
- Designate smoking and outdoor space(s) on the property, which are fenced or otherwise protected and shielded from neighboring properties
- Designate parking on facility/shelter property.
- Hold clients/residents responsible for their actions. (Code of Conduct may be attached).
- Outreach to all individuals experiencing homelessness who are referred to the designated point of contact for the shelter/facility by signatories to this agreement.
- Assign a live staff person to respond to law enforcement or neighborhood concerns within 24 hours.
- Address any issues brought forward by law enforcement or neighbors within 24 hours. If additional time is necessary, communicate to the concerned party the amount of time required and what steps are being taken, understanding that providers cannot share private client information covered under HIPAA laws.
- If children reside within 1000 feet of the location or if children's activities are present within 1000 feet, the provider will screen for registered sex offenders (except for shelters designated as "low-barrier" per SMC 18.05.030).
- Monthly participation in neighborhood council meetings pursuant to the operating agreement signed with the City of Spokane.
- Service Provider designates a representative to serve as a point of contact for residents of the neighborhood when they have questions and concerns that arise from the shelter/facility.
- Service Provider will maintain a log of neighborhoods contacts and concerns.

Neighborhood Council:

- Neighborhood Council shall designate a representative to work with the city and provider on any neighborhood concerns relating to shelter operations/services.
- Elevate neighbor concerns within 24 hours to the appropriate party such as Spokane Police Department, Community Housing and Human Services Department, Code Enforcement, and the Spokane City Council.
- Educate neighborhood on the existence of this agreement and the best ways to positively resolve concerns.
- Invite and welcome service providers and shelter residents to attend neighborhood council meetings and offer opportunities for regular updates on the successes of the facility.
- Engaging in ongoing problem solving with parties to this agreement to maintain clear lines of communication and an orientation to problem solving.
- Neighborhood Council is encouraged to have a meeting or community gathering once a year at shelter to help foster a connection.

Residential and Business Neighbors:

- If an individual believes they see illegal behavior, they should call Spokane Police Department.
- Maintain lines of open and respectful communication with parties to this agreement.
- Immediately and respectfully communicate concerns of unneighborly behavior when they may relate to known clients/shelter guests.
- Direct in an efficient and timely way questions/comments received by staff and customers to the shelter provider.
- Immediately report to the shelter provider/facility any issues which arise relating to the physical or structural aspects of shared or adjacent spaces.
- Ensure immediate or timely direct communication with the shelter provider prior to contacting law enforcement unless in an emergency.
- When interacting with shelter, volunteers and clients, neighbors will speak with professionalism and respect, even in and especially in moments of concern. Angry, threatening, inappropriate or offensive verbal berating of staff over the phone, in email, text or in person is not acceptable.

The City of Spokane:

- The City will designate a representative to serve as a point of contact for the City to the other parties.
- Implementation of this agreement by all parties
- Enforcement of this agreement pursuant to the terms of the operating agreement.
- Maintain open lines of communication with all parties in the agreement.
- Law Enforcement will respond to any concerns raised by neighbors, including related to illegal camping around the shelter, pursuant to Police Department policies.
- Provide education and direction as needed.
- Set meetings as needed to reevaluate the agreement.
- Have a district specific Council Member (or legislative staff) attend any future meetings regarding the agreement.
- Provide annual “welcome” mailing to nearby neighbors with updated shelter and City contact information with about communication processes.

Commitment of the Parties to Engage Public Safety:

- The Parties agree, as part of this MOU, to maintain lines of communication with law enforcement concerning any matters that would call for enforcement as a means of supporting the terms of this agreement.
 - Note: Emergency situations should always be reported by calling 911 and Non-emergency situations can be addressed by calling the non-emergency phone number: crime check at 506.456.2233
- The Parties acknowledge that, while the police department cannot establish a special relationship to any entity with regard to the enforcement of laws, it the mission and purpose of law enforcement to enforce laws according to policies and resource availability and to provide education about the role of law enforcement as it relates to the homeless crisis.

Communication Protocol:

1. Communicate directly and with respect and civility to the individual, shelter, business, or applicable association or service provider whenever possible
2. Meet approximately 90 days after shelter/facility opening to review MOUs and problem solve issues that may have arisen
3. Create an opportunity for service providers and residents to speak at upcoming CGPNC meeting
4. Livability issues should be addressed by associated parties to this MOU as soon as possible once notified via email, phone or in person communications
5. When issues or concerns related to this MOU are not resolved, participants agree to consider mediation services prior to pursuing other remedies.

Signatories of Parties: (Sign and Date)

Service Providers

Neighborhood Councils

Neighborhood Business Associations

Attachments:

1. List of contacts
2. Map to show boundaries
3. Code of Conduct for shelter residents adopted by service provider



The Guardians Foundation, Inc.

115 North Stone St. Spokane, WA 99202
(208) 449-1210

Trent Operations FAQ

How do you intend to divide the unique populations at Trent?

Partitions will be used to divide populations by single men, single women, couples, employed, and LGBTQ+. Based and need additional groupings will be added.

Will half partitions provide the privacy needed for Women vs Men?

Partitions (approximately 3 ½ feet tall) will be used to separate the populations. The height of the partitions will provide adequate privacy for guests while sleeping or sitting at their beds. At this time all beds will be single beds that are well below the height of the partitions. Changing tents will be provided to allow for privacy while changing clothes. Utilizing half partitions will allow for line of sight throughout the shelter. The ability to see across the shelter floor is paramount to operations in a safe and economical manner.

Where do the meals come from?

We contract with VFW Post 1474 to provide 2 healthy meals each day. A third meal/snacks will be provided through leveraged funding.

What is the Neighborhood Ambassador Program?

TGF will employ a Neighborhood Ambassador Team. This team will initially be staffed with 2 team members, 24 hours a day and be provided a vehicle to monitor the outside of the facility and conduct rounds of the immediate neighborhood surrounding the facility.

The team will be trained to interact in a positive manner with individuals they encounter in the process of their rounds and transport any individuals requesting shelter services directly to the shelter facility or to the nearest bus stop if they do not intend to enter the shelter. Staff will be trained to photograph and document interactions with all individuals in the area regardless of whether they request shelter services or not. Documentation will include but not be limited to date, time, photographs, written description of individuals, location of interaction, outcome of interaction.

The Trent Shelter will operate 24 hours a day and will have a telephone answered by staff during all operation hours. The Neighborhood Ambassador Team will be issued a designated telephone as well and will be available to respond to issues in a timely manner as coordinated through the 24 hour shelter number.

In addition to the Neighborhood Ambassador Team, it is anticipated that SPD will assist by providing a visible presence on site and in the immediate surrounding area.

At start up an outside security agency will be employed to assist in supervision and monitoring of the shelter and immediate surrounding area.

“Because too many of the missing are right in front of us”

The Guardians Foundation, Inc. is a 501©3 nonprofit organization, Federal Tax ID # 45-1625374

What is planned for the “soft opening” vs. “grand opening”?

In order to expedite the opening of the shelter we are preparing to open with approximately 40 beds, with additional beds being built daily until 150 beds are built. These beds will be supplemented with mats allowing us to serve up to capacity those wanting to utilize the shelter.

Essential services, such as meals, portable toilets, showers will be provided during the soft opening. We will be working continuously to complete the set up of the shelter preparing for full operations.

“Because too many of the missing are right in front of us”

The Guardians Foundation, Inc. is a 501©3 nonprofit organization, Federal Tax ID # 45-1625374

**AGREEMENT BETWEEN
CITY OF SPOKANE ("CITY") AND THE GUARDIANS FOUNDATION INCORPORATED
("GRANTEE") IN CONJUNCTION WITH THE TRENT AVENUE SHELTER**

| | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------|
| 1. Grantee The Guardians Foundation, Inc. 115 North Stone Street Spokane, WA 99202 | | 2. Contract Amount \$6,581,731 | 3. Tax ID# 45-1625374 | |
| 5. Grantee's Program Representative Michael Shaw, Executive Director 115 N. Stone St Spokane, WA 99202 (208) 449-1210 mstheguardians@gmail.com | | 6. City's Program Representative Jenn Cerecedes, Director Community Housing & Human Services 808 W. Spokane Falls Boulevard, 6 th Floor Spokane, WA 99201 | | |
| 7. Grantee's Financial Representative Ellen Smith, Director of Administration 115 N. Stone St Spokane, WA 99202 (208) 449-1210 EllenS@theguardiansfoundation.org | | 8. City's Contract Representative | | |
| 9. Grantor Award # | | 10. Start Date August 29, 2022 | | 11. End Date December 31, 2023 |
| 12. Federal Funds | CFDA # | Federal Agency | | |
| 13. Total Federal Award | 14. Federal Award Date | 15. Research & Development? | 16. Indirect Cost Rate | |
| 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 type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit | | |
| 19. Grant Purpose: This agreement is subject to requirements set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub.L.No. 116-260 (Dec. 27, 2020) and section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and to applicable uniform administrative requirements as described in 2 CFR 200, 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 on the date signed 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) Attachment "A" - Suspension & Debarment and FFATA Certification, (2) Attachment "B" - Services to be Performed, (3) Attachment "C" - Performance Report, (4) Attachment "D" - Budget, (5) Attachment "E" - Billing Sheet, (6) Attachment "F" - Amendment Request Form, (7) Attachment "G" - Federal Regulations, (8) Attachment "H" - ARP/CSLRF CFDA 21.027 Funding, and (9) Attachment "I" - HMIS Requirements. | | | | |

(FACE SHEET)



CITY OF SPOKANE

CONTRACT

Title: Shelter Operations (Trent)

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **THE GUARDIANS FOUNDATION, INC.**, an Idaho nonprofit corporation registered to do business in Washington, whose address is 115 N. Stone St., Spokane, WA 99202, as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the CITY desires to engage GRANTEE to perform services as described in this Contract; and

WHEREAS, on or about May 17, 2022, the CITY advertised and issued a Request for Proposal, Notice of Funding Availability, Regional Flex Capacity Shelter (hereinafter referred to as the "RFP") and after evaluation of GRANTEE'S responsive proposal, found that GRANTEE is capable of performing the required services; and

WHEREAS, GRANTEE represents by entering into this Contract that it is a non-profit corporation authorized to do business in Washington and fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the CITY.

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

1. **SCOPE OF SERVICE.** GRANTEE shall operate a shelter for those experiencing homelessness at property located at 4320 E. Trent Avenue in Spokane, hereinafter referred to as the "Trent Avenue Shelter" or "shelter." More specifically, GRANTEE shall provide the CITY all services and materials set forth in Attachment B - Services to be performed, Trent Shelter Guardians Operator Contract, which is incorporated fully into this Contract (the "Work"). GRANTEE will operate the Trent Avenue Shelter as transitional housing for those who are experiencing homelessness and will coordinate with an in-house service provider to connect residents of the shelter with essential services to allow them the best chance of success in transitioning to permanent housing within a reasonable time.

Performance measures are attached as Attachment C.

2. **CONTRACT TERM/PERIOD OF PERFORMANCE** The term of this Contract shall commence on Monday, August 29, 2022, and shall run through December 31, 2023, unless terminated sooner. Unless directed otherwise by the CITY, GRANTEE shall perform the Work in accordance with any schedules and/or exhibits made a part of this Contract.

3. COMPENSATION. Payment to GRANTEE for the Work described in this Contract shall not exceed Six Million Five Hundred Eighty-One Thousand Seven Hundred Thirty-One and 00/100 Dollars (\$6,581,731). Reimbursement for services shall be in accordance with the terms and conditions attached in the budget, Attachment D, as well as in accordance with the program performance requirements outlined in the Billing Sheet attached as Attachment E. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

The foregoing shall be maximum compensation for the Work and for all labor, materials, supplies, equipment and incidentals necessary to complete the Work set forth herein, and it shall not be exceeded without the CITY'S prior written authorization in the form of a negotiated and executed amendment of this Contract.

4. 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 D and approved by the CITY. Only those allowable costs directly related to this Contract shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment D. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Contract 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 Contract either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

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), 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 or funding agency 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 or funding agency 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.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Contract will be subject to cancellation by the CITY.
- 2) 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.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Contract.

C. Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with program funds made available under this Contract. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Contract period for activities permitted under this Contract 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 Contract period.

D. 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 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Contract.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. GRANTEE shall comply with all applicable federal, state, and local laws, rules, policies, regulations or ordinances in the performance of its obligations under this Contract, including without limitation program specific regulations as outlined in document Attachments G and H.

In addition, GRANTEE shall perform the Work in a manner that is full consistent with the CITY'S obligations under that certain Office/Warehouse Lease, dated July 12, 2022, between Lawrence B. Stone Properties and the City of Spokane.

6. ASSIGNMENTS: This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Contract 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 Contract shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

For the CITY:
City Administrator
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
Email: _____

For GRANTEE:
The Guardians Foundation

Either party may change the designated contact, or any information listed above by giving advance notice in writing to the other party.

Communication and details concerning this Contract shall be directed to the Contract representatives as identified on the FACE SHEET.

8. AMENDMENTS. The parties may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing and signed by a duly authorized representative of each party. Such amendments shall not invalidate this Contract, nor relieve or release the CITY or GRANTEE from its obligations under this Contract. **All amendments to this Contract 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 Contract as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Contract 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 using Attachment F Amendment Request Form.

The CITY may, in its discretion, unilaterally amend this Contract 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 Contract, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

10. TERMINATION.

A. Termination for Public Convenience. The CITY, in its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate by the CITY. Termination is effectively immediately upon notice of termination given by the CITY. In the event of such termination, the CITY shall pay GRANTEE for all Work previously authorized and performed prior to the termination date.

- B. Termination for Cause. If GRANTEE defaults by failing to perform any of the obligations of the Contract, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the CITY may, by depositing written notice to GRANTEE in the U.S. mail, postage prepaid, terminate the Contract, and at the CITY's option, obtain performance of the Work elsewhere.

If the Contract is terminated for cause, GRANTEE shall not be entitled to receive any further payments under the contract until all Work called for has been fully performed. Any extra cost or damage to the CITY resulting from such default(s) shall be deducted from any money due or coming due to GRANTEE. GRANTEE shall bear any extra expenses incurred by the CITY in completing the Work, and all damage sustained, or which may be sustained by the CITY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that GRANTEE was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- C. Opportunity for Cure. The CITY at its sole discretion may in lieu of a termination allow GRANTEE to cure the defect(s), by providing a "Notice to Cure" to GRANTEE setting forth the remedies sought by CITY and the deadline to accomplish the remedies. If GRANTEE fails to remedy to the CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the CITY shall have the right to terminate the Contract without any further obligation to GRANTEE. Any such termination for default shall not in any way operate to preclude the CITY from also pursuing all available remedies against GRANTEE and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

11. INDEMNIFICATION. GRANTEE 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 out of or in connection with or incident to negligent performance or willful misconduct pursuant to this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require GRANTEE 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 GRANTEE'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 GRANTEE, its agents or employees. GRANTEE specifically assumes liability and agrees to defend, indemnify, and hold the CITY harmless for actions brought by GRANTEE's own employees against the CITY and, solely for the purpose of this indemnification and defense, GRANTEE specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. GRANTEE is an independent contractor and responsible for the safety of its employees. GRANTEE 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 Contract.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020 and with a limit of no less than the amount and in the form required by law, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1 million each occurrence and \$2 million general aggregate 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 GRANTEE's services to be provided under this Contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with GRANTEE's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

13. TREATMENT OF ASSETS.

- A. Title to all nonexpendable personal property and buildings purchased by GRANTEE, the cost of which GRANTEE has been reimbursed as a direct item of cost under this Contract, shall pass to and vest in the CITY at the conclusion of this Contract.
- B. Nonexpendable personal property purchased by GRANTEE under the terms of this Contract in which title will be vested in the CITY at the end of the Contract shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior express written approval of the CITY or its authorized representative, and such property shall, unless otherwise provided herein or approved by the CITY or its authorized representative, be used only for the performance of this Contract.
- C. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the CITY, GRANTEE agrees, upon the CITY's request, to execute such security agreements and other documents as shall be necessary for the CITY to perfect its interest in such property in accordance with

the Uniform Commercial Code – Secured Transactions as codified in Article 9 of Title 62A, the Revised Code of Washington.

- D. GRANTEE shall be responsible for any loss or damage to the property of the CITY including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of GRANTEE, or which results from the failure on the part of GRANTEE to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the CITY in like condition to that which it was furnished or purchased, fair wear and tear excepted.
- E. Upon the happening of loss or destruction of, or damage to, any CITY property, GRANTEE shall notify the CITY or its authorized representative and shall take all reasonable steps to protect that property from further damage.
- F. GRANTEE shall surrender to the CITY all property of the CITY within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

14. GENERAL CONDITIONS

A. INDEPENDENT CONTRACTOR.

Nothing contained in this Contract 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 Work to be performed under this Contract. 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.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Contract.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract 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 Contract.

15. 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. Attachment A.

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

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

18. 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. 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 GRANTEE.

GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. GRANTEE will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. GRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of GRANTEE's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. GRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- F. GRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and GRANTEE may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. GRANTEE will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be finding upon each subcontractor or vendor. GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Ownership of Records and Documents

Any and all work product prepared by GRANTEE in the course of performing this Contract shall immediately become the property of the CITY. In consideration of the compensation provided for by this Contract, GRANTEE hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by GRANTEE. Previously owned intellectual property of GRANTEE, and any know-how, methodologies or processes used by GRANTEE to provide the Work under this Contract shall remain property of GRANTEE.

2) Records to be Maintained

GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Contract. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and

- g. Other records necessary to properly and thoroughly document Program compliance.
- 3) Retention
GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of three (3) years. The retention period begins following the date of final payment. 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 three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- 4) Client Data
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 of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.
- 5) Disclosure
h. "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 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" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- i. GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. 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. 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, 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 Contract whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by GRANTEE against unauthorized disclosure.

- i. Unauthorized Use or Disclosure. 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.
- ii. 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.
- iii. 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.

6) Close-outs

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 Contract shall remain in effect during any period that GRANTEE has control over program funds, including program income.

7) Audits & Inspections

GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Contract.

GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Contract shall be made available to the CITY, or other authorized 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 Contract is funded by Federal sources as identified on the FACE SHEET, GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

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 Contract), 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.

GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Contract), 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. 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.

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 GRANTEE all disallowed costs resulting from the audit.

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

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, CITY will maintain the confidentiality of GRANTEE'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 prepared, owned, used, or retained by the CITY public records which are freely available upon request by anyone. In the event that CITY receives a valid public records request GRANTEE's materials or information, CITY will give GRANTEE notice and if GRANTEE objects to the release of such materials or information, GRANTEE must go to Court to get an injunction preventing the release of the requested records. In the event that GRANTEE 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. GOVERNING LAW / VENUE. This Contract shall be deemed to have been executed and delivered within the State of Washington, and all rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflicts of laws. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS. The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

24. 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.

25. CONTRACT WORK HOURS AND SAFETY STANDARDS.

- A. Overtime requirements: No contractor or subcontractor contracting for any part of the contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- B. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, GRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, GRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by GRANTEE or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. GRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

26. CLEAN AIR ACT.

- A. GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. GRANTEE agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- C. GRANTEE agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

27. FEDERAL WATER POLLUTION CONTROL ACT.

- A. GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. GRANTEE agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- C. GRANTEE agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

28. ASSURANCES. GRANTEE affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Trent Avenue Shelter for the purpose stated in this Contract in a manner that will ensure the stability, safety, and health of residents of the shelter and that will promote safety in the community. This includes necessary skill and training in accounting matters so that expenses are tracked and invoicing is properly and timely provided to the CITY for reimbursement. GRANTEE further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Spokane.

29. NON-APPROPRIATION OF FUNDS. If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the CITY will not be obligated to continue the Contract after the end of the current fiscal period, and this Contract will automatically terminate upon the completion of all remaining operations for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

30. COOPERATION WITH SERVICE PROVIDER. GRANTEE acknowledges that the CITY has contracted with XXX to provide certain services to guests at the Trent Avenue Shelter. GRANTEE shall develop, maintain and enhance a good working relationship with XXX and shall participate in collaborative approach in solving any problems/conflicts that arise between GRANTEE and XXX in the performance of their respective obligations with respect to operation of the shelter and provider services to its guests. In the event of conflict between GRANTEE and XXX, the CITY will resolve the dispute and the CITY's resolution will be final.

31. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the CITY and the GRANTEE for the Work and the use of funds received under this Contract, 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 Contract.

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 by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Contract provisions as listed above.

THE GUARDIANS FOUNDATION, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

CITY Clerk

Assistant CITY Attorney

Attachments that are part of this Contract:

- Attachment A – Debarment and Suspension
- Attachment B – Services to be Performed
- Attachment C – Performance Report
- Attachment D – Budget
- Attachment E – Billing Sheet
- Attachment F – Amendment Request Form
- Attachment G – Federal Requirements
- Attachment H – ARP/CSLRF CFDA 21.027 Funding
- Attachment I – HMIS Requirements

C

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. 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.
5. 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) |

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

SERVICES IN SCOPE:

GRANTEE is responsible for staffing and operating a 24/7/365 night-by-night low barrier emergency shelter and environmental emergency shelter at 4320 E. Trent Avenue, Spokane, Washington. GRANTEE will, in cooperation with GUARDIANS FOUNDATION (hereinafter “GRANTEE”), administer the Trent Street Shelter Program (hereafter “Trent Program”) in accordance with GRANTEE’s response to the CITY’s Request for Proposal, Notice of Funding Availability, Regional Flex Capacity Shelter, the CITY’s guidelines for homeless and environmental shelter housing, applicable Federal and State statutes and grant requirements, the Housing Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care (CoC) 5-Year Performance Management Plan. These requirements are to be consistent with standards and best practices that may be updated from these above sources.

1. PROGRAM SCOPE OF SERVICES

GRANTEE shall manage, staff, and operate the Trent Program to maintain capacity to meet basic needs and take a secondary role in coordinating supportive services to single adults and households without minor children that are experiencing homelessness, and as required provide temporary housing and day-use space in the event of an environmental emergency in the region such as extreme heat or cold, smoke, air quality, or other environmental emergencies.

For clarity, the program service expectations are grouped by category below and are represented in “EXHIBIT D – Budget” unless specified below.

b. Operations

- 1) Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to one hundred and fifty to two hundred and fifty (150-250) adults in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.
- 2) Hours of intake are to be 24 hours a day. GRANTEE is to be able to take an adult in at any time to provide needed shelter and basic human needs. To better manage the population, it is expected that guests remain in the shelter after dusk until dawn, and guests that demand to leave during that window would be barred from re-entry. Guests that demand to leave during hours of darkness will also be provided transport as defined below. Guests that have a legitimate and compelling need, such as night-time employment, or a documented/confirmed medical emergency can be exempted from this re-entry rule at GRANTEE’s discretion. The intent of this provision is to reduce or eliminate unauthorized egress during hours of darkness as there are no local stores or services available, and all the guest needs can be met onsite.

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

- 3) Additional adults may be served if needed for an emergency activation due to a community or environmental circumstance, and within the social distancing requirements if required for public health reasons.
- 4) Daytime shelter and day use space shall be provided seven days a week including access to bathroom, shower, laundry, electrical charging, supportive services, and meals three times per day with one meal being “continental” or “non-hot” prepared. These services are provided for overnight shelter guests only and not for drop-in day services. If the City requests additional drop-in meals that would be at additional cost subject to reimbursement.
- 5) GRANTEE shall ensure there is adequate separate day space internally and in the fenced outside area and loading dock area to allow for use without a guest having to leave the property. The outside space should incorporate a smoking area that allows adequate separation to prevent second-hand inhalation from other exterior spaces, and a pet-relief area that is maintained to prevent odor or other public health concerns.
- 6) Scope of services includes providing of chemical toilets scaled to the population, services to same and the CITY owned and provided shower trailer, and provision for ADA accessibility to these facilities.
- 7) Daytime services shall include outreach, referrals, HMIS input related to shelter use, temporary storage for personal belongings, and a coordinated entry access point for regional supportive services, employment and housing.
- 8) All services provided shall follow COVID-19 or other pandemic protocols as determined by the Centers for Disease Control (CDC) and the Spokane Regional Health District (SRHD).
- 9) GRANTEE shall provide high-speed internet capability for GRANTEE, Service Provider, and any supporting agency use as part of the operating budget. The CITY shall provide four workstations for guest use related to supportive services, employment, and housing location and readiness related use. At GRANTEE’s own discretion, with outside partnership, Wi-Fi capability to the guests can be provided if it does not limit or reduce the effectiveness of the above requirement, and GRANTEE must have the capability to separate that guest Wi-Fi capability from GRANTEE internal use.
- 10) GRANTEE shall provide a land-line telephone capability that can support at least two concurrent callers and be able to provide fire alarm connection capabilities as required.
- 11) Rules of conduct shall be posted and used to help manage the site. GRANTEE will provide those rules to the CITY for review and approval and shall update

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

based on lessons learned and feedback from the CITY, community members, or other governing agencies. At a minimum, these rules shall include not allowing weapons onsite, confiscation of illegal weapons and drugs and turning into the Spokane Police Department (SPD), and not allowing onsite drug or alcohol use or storage.

- 12) Management of guests – GRANTEE shall provide and update a site plan and set of Standard Operating Procedures (SOPs) for review and reasonable input. This shall detail how different adult populations are to be managed, provided resources and access to services, issues and conflicts managed, and connection to supportive services will be assisted.
 - 13) GRANTEE shall provide healthy and nutritionally balanced meal choices and meet any needed and documented dietary requirements of shelter guests. GRANTEE is encouraged to provide healthy snack and beverage options. The “continental” meal should likewise conform to this requirement.
 - 14) Personal visits to shelter guests will be managed, with visitors having to check in with GRANTEE and are subject to the shelter rules of conduct.
- b. Supportive services coordination. The GRANTEE for operations is not the primary entity for supportive services. The GRANTEE is expected to proactively assist the selected SERVICE PROVIDER to coordinate and schedule with service providers to positively impact the progression and housing readiness of the shelter population. As specific service providers are engaged by the CITY in support of these services at Trent, the GRANTEE shall assist in coordination, office space allocation, and scheduling for onsite service delivery. Specific areas for the GRANTEE are noted below.
- 1) GRANTEE primary services
 - i. Limited grocery store capability – Separate from the required normal healthy meal service.
 - ii. After normal service hours or emergency interventions – As required to assist with getting an individual the immediate assistance needed during a health or other crisis when onsite service providers are not available.
 - 2) Separate SERVICE PROVIDER primary activities – GRANTEE would be secondary or emergency basis.
 - i. Health Care
 - ii. Mental Health
 - iii. Substance Abuse
 - iv. Housing Search

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

- v. Family Reunification
 - vi. Employment Support and Training
 - vii. Case Management (SNAP is the current CITY contracted agency for single adults, with United Way operating in support.)
- c. Security and impact mitigation
 - 1) Housing large numbers at any site causes operational needs and impacts that must be managed. GRANTEE is expected to proactively manage both internal and immediate vicinity areas for garbage, unsafe conditions, or other negative impacts as required. Graffiti or other larger mitigation needs are to be reported to the CITY upon identification for assistance in mitigation efforts.
 - 2) GRANTEE shall provide internal security to the site and immediate vicinity during hours of operation. This shall include ensuring to the degree possible that external actors are not preying on the population at the shelter.
 - 3) GRANTEE shall provide ambassador-type security modelled in part after the Downtown Spokane program that operate external to the facility primarily within a two-block nexus of the Trent site, but on call shall respond to neighborhood, community, or business concerns or issues as appropriate. The intent of this is to have responsive, listening service to the local community to reduce negative impacts or criminal behavior. One function of both the ambassador and other security resources is to identify and engage any illegal camping, solicitation, or related behaviors to encourage movement to the shelter, enrollment in supportive services, or connection to street outreach and service providers immediately for assistance.
 - 4) GRANTEE to provide private security as an adjunct to the ambassador capability during times of darkness or other limited visibility, as required based on any civil or site unrest, or in response to issues reported. Initial coverage is expected to be budgeted at 12 hours per day and updated based on experience and response seen with a security review with SPD conducted each 90 days.
 - 5) GRANTEE, as part of the supportive services capability to be coordinated at the Trent site, shall ensure there is a semi-private (but does not have to be dedicated) work area with at least two worktables for occasional drop-in use for SPD Police Officers similar to what they do at COP Shops. Designation of the allocated space is to be done separately.
 - 6) The CITY and GRANTEE agree to coordinate with SPD for a Crime Prevention Through Environmental Design (CPTED) effort for the Trent site and surrounding businesses to assist in helping mitigate internal or external security concerns.

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

- 7) GRANTEE will actively and cyclically coordinate with SPD and the local Neighborhood Resource Officer on security and impacts.
 - 8) Ingress and egress management shall be actively performed, to promote safety for guests and the neighborhood and minimize the increase of unnecessary foot traffic in the area after darkness or after business hours.
- d. Transportation. It is acknowledged that the Trent Shelter site is not in a retail or walkable area and remote from convenience store, other retail, or services. To mitigate this, an active transportation capability is required. The CITY working with STA and GRANTEE will look at long term options for public transport additions.
- 1) Ingress and egress management shall be actively supported through scheduled and on-demand transportation assets to move those in need to or from the Trent shelter. If a guest exits the facility, they are to have a transportation option versus walking off the property. If a guest leaves during the hours of darkness they must be offered transportation to the city center or a designated medical facility if requested. If transportation is refused, then ambassadors, private security, or SPD are proactively engaged as required to ensure safety to the community and shelter population.
 - 2) GRANTEE shall provide access to bus passes, individual rides to/from the shelter, and rides to/from appointments as part of normal shelter operations.
 - 3) GRANTEE is requested to provide a budget cost for drivers in support of a CITY and STA joint initiative to establish a shuttle route between current shelters, service providers, medical providers, and the STA plaza. This route is to operate a minimum 3x per day, with one loop being timed in cooperation with other shelter check-in times to ensure individuals turned away can be transported to another shelter or the Trent site. This shall be defined in a separate document.
- e. Parking
- 1) Limited guest parking for operational vehicles shall be provided within the fenced loading dock area and be controlled and managed. GRANTEE shall ensure any vehicles are licensed and insured for use to park on City facility property for liability reasons. Otherwise, separate parking arrangements must be made. GRANTEE shall ensure proper environmental protection measures are taken to prevent hazardous spills or damage to the parking area. It is specified that this is for parking only, and guests are prohibited from sleeping in their vehicles. Guests must agree to GRANTEE or SPD right to search the vehicles and that they are not to be used for storage of unauthorized drugs, alcohol, or weapons.

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

- 2) Non-operational vehicles are prohibited unless an active emergency repair is being done and expected to be resolved within five business days. Non-operational vehicles would otherwise be towed by the CITY at owners' expense. The basic requirement is that no long-term non-operational vehicles can remain on the property.
 - 3) RVs, even if operational, are not allowed to be parked at the Trent facility. The only exception to this is an RV asset owned by GRANTEE that is temporarily being used for showers or isolation space.
 - 4) The outside parking area is for shelter employees and volunteers, service providers, security and police officers, or other authorized visitors. An external individual conducting a personal visit to a guest must check in with GRANTEE and subject to the same parking provisions.
- d. Training
- 1) Minimum training provided to all GRANTEE staff or volunteers before opening or within five days of being hired. Volunteers will be appropriately trained to the specific tasks/areas they are assisting in.
 - i. First aid and CPR
 - ii. Narcan administration
 - iii. Trauma-informed care
 - iv. De-escalation
 - v. Using Fire Extinguishers
 - vi. AED – defibrillator
 - vii. Distribution of OTC medication
 - viii. Diversity, equity, and inclusion
 - ix. Fire drills
 - x. Food handler card
 - xi. Confidentiality
 - 2) Specialty or additional training to provide as required:
 - i. CMIS input, update, and reporting
 - ii. Staff and volunteer Management/Leadership
 - iii. Higher level De-escalation

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

- iv. Quarterly Trauma Informed Care
 - v. Crisis Intervention
- e. Community Engagement
 - 1) GRANTEE will facilitate at least two Open Houses within the first eight weeks of operation and ensure broad communication and invitation to same throughout the community. GRANTEE shall be prepared to conduct a short brief as needed on shelter operations.
 - 2) Initial and ongoing engagement with the surrounding community and businesses is expected, with a cyclical process to ensure multiple touches throughout the year.
 - 3) Attendance at cyclical neighborhood or local business meetings to the highest degree possible. Mandatory attendance at meeting specifically arranged to discuss the Trent shelter.
 - 4) Provision and publication of a 24-hour call number for a community member or business to call for information or assistance. GRANTEE agrees to a service level response to a serious issue within two hours, and routine issues within 48 hours.
 - 5) Participation in a quarterly public briefing to highlight operations over the past quarter and plans for the next quarter.
- d. Community Management Information System (CMIS) Requirements
 - 1) GRANTEE shall abide by all the CMIS stipulated guidelines, rules, and/or directions specified in the CMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements during the term of this agreement.
 - 2) If GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act (VAWA) or Victims of Crime Act (VOCA), GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, GRANTEE must provide aggregated data to fulfill contractual performance and validation of data quality within the database. The Homeless Management Program Manager (HMIS) at the CITY is responsible for certifying the database as comparable.
 - 3) GRANTEE shall enter data into the CMIS for every client served under the agreement based on current HUD and CMIS data standards and aforementioned published plans. Client records shall be submitted and updated as required, no less frequently than monthly on or before the 5th day of each month.
- e. Metrics and reporting

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

- 1) Daily capacity numbers submitted to CITY CHHS.
- 2) For the first four weeks, daily sitreps each business day indicating any key operating information or resource needs to facilitate incremental improvement.
- 3) CMIS input and reporting as separately defined.
- 4) Monthly progression reporting as defined below:
 - i. Unique services by hours, appointments, referrals, or needs to indicate the number for individualized services performed and percentage of those engaged, refusing services, or underserved.
 - ii. Number of guests that progressed to a Transitional Housing Program, including the Way Out Center or other transitional shelters/programs.
 - iii. Number of guests that progressed to a Permanent Supportive Housing (PSH) or other permanent housing program.
 - iv. Number of guests employed, indicating full or part time. This would not include temporary, or day labor performed, which can be noted separately.
 - v. Number of guests in qualifying programs. Examples include, but not be limited to outpatient programs for Behavioral Health, Substance Misuse, Employment and Job Training Programs.
 - vi. Number of guests that have returned to the shelter after earlier progression to transitional or permanent housing. This metric should gather the dates to help identify the cycle time of the individual through the cycle as information to help on future service engagement and case management.
 - vii. 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 Contract. The report shall contain: the CFDA number of the grant or contract award, description of the property, serial or other identification number, acquisition date, who holds title (if applicable), cost of the property, percentage of any federal participation in the cost, location of asset, use of the asset, condition of the property, and any ultimate disposition or disposal of the asset including disposal date and sale price. The annual report is due within 30 days of the end of the fiscal year (January 30) or 30 days after the end of the term of this Contract, whichever comes first.
 - viii. GRANTEE shall submit data required for the Annual Homeless Assessment Report, State Commerce Annual Report, Housing Inventory Count, the annual Point in Time Count, the System Performance Measures Report, and other reporting requirement identified by the CITY or HMIS Committee of the CoC Board.

Attachment B – Services to be performed

Trent Shelter Guardians Operator Contract

e. Procurement

- 1) GRANTEE shall conform to Federal, State, or local procurement policies and procedures for all purchased with Federal funds under this agreement
- 2) Beds and other individual requirements should be initially scaled at the 250 quantity. Surge past 250 can be done using mats, temporary containers, and other ad-hoc capabilities.
- 3) GRANTEE should use just-in-time resource and supply chain capabilities where possible to allow for variable shelter populations and keep costs under control. Where necessary to have shelf stock or advance purchase for key supplies, those should be documented, and the CITY informed to ensure transparency.

GUARDIANS

By _____

Signature

Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____

Signature

Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachment C – Performance Report

Quarterly Activity Report



Community, Housing, and Human Services Department
808 W Spokane Falls Blvd., 6th Floor
Spokane, WA 99201

Date rec'd - City use only

Activity Reporting Period: (check box that applies)

☐ July-Sept. 2022 ☐ Oct.-Dec. 2022 ☐ Jan.-Mar. 2022 ☐ Apr.-June 2022

Instructions - Please review before completing the form.

All grantees are required to submit Activity Reports on a quarterly basis. The information collected enables the City of Spokane (City) to satisfy record keeping and reporting requirements. The City reserves the right to not process any request for funds for projects that do not have activity reports submitted to the City by the uniform due dates of October 15th, January 15th, April 15th, and July 15th.

| Grantee Information | Report Submission |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Project Name: | Preparer Name: |
| Grantee: | Title: |
| | Email Address: |
| | Phone: |
| Total Award (\$): | Certification: I certify to the best of my knowledge and belief that the information in this report is true and correct. |
| Objective: Public Services | |
| Accomplishment Proposed: | |
| <div style="display: flex; justify-content: space-between;"> Signature Date </div> | |

Beneficiary Information

Race and Ethnicity: Enter the total of **NEW** (unduplicated) persons served for this quarter into the appropriate race category for the project and enter the total unduplicated persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. Also, enter the total persons (for both the quarter and GTD) that identify as Hispanic/Latino in the appropriate race category. For example, if a person identifies as White (race) and Hispanic/Latino (ethnicity) then that person would be added to the row corresponding to the white category in both columns. The HUD Definitions of Race Categories are provided on the Reference tab. If no new clients were served, please report 0 in the applicable box.

| <u>Race and Ethnicity</u> | <u>Quarter Total #</u> | <u>GTD Total #</u> | <u>Hispanic/Latino Quarter Total #</u> | <u>Hispanic/Latino GTD Total #</u> |
|------------------------------------------------------|------------------------|--------------------|----------------------------------------|------------------------------------|
| 1) White | | | | |
| 2) Black/African American | | | | |
| 3) Asian | | | | |
| 4) American Indian/Alaskan Native | | | | |
| 5) Native Hawaiian/Other Pacific Islander | | | | |
| 6) American Indian/Alaskan Native & White | | | | |
| 7) Asian & White | | | | |
| 8) Black/African American & White | | | | |
| 9) Amer. Indian/Alaskan Native & Black/African Amer. | | | | |
| 10) Other Multi-Racial | | | | |
| TOTAL | 0 | 0 | 0 | 0 |

CONTINUE TO NEXT PAGE

Quarterly Activity Report

Income Levels: Enter the total of **NEW** (unduplicated) persons served for this quarter into the appropriate income category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. The HUD FY 2015 Income Limits are provided on the Reference tab.

| <u>Income Levels</u> | Quarter Total # | GTD Total # |
|------------------------------|----------------------------|------------------------|
| 1) Extremely Low (< 30%) | | |
| 2) Low (> 30% to < 50%) | | |
| 3) Moderate (> 50% to < 80%) | | |
| 4) Non-Low/Moderate (> 80%) | | |
| TOTAL | 0 | 0 |

Public Services: Please read the category description and enter the total of **NEW** (unduplicated) persons served for this quarter in the appropriate category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column.

| <u>Public Services</u> | Quarter Total # | GTD Total # |
|----------------------------------------------------------------|----------------------------|------------------------|
| 1) With New or Continuing Access to a Service or Benefit: | | |
| 2) With Improved Access to a Service or Benefit: | | |
| 3) Receive a Service or Benefit that is No Longer Substandard: | | |
| TOTAL | 0 | 0 |

PLEASE NOTE: The TOTAL for the quarter and GTD provided in the above three sections must match!

Accomplishment Narrative

Provide a brief narrative describing the progress of the activities that were undertaken during the reporting period. Please report on quarterly accomplishments and if the outcomes/outputs are based on the number of persons that have received a specific service, the numbers reported must be representative of **NEW** (unduplicated) persons for the reporting quarter. You may want to cite the percentage of the activity that has been completed, provide a timeframe for completing the activity and meeting a national objective, and/or explain why accomplishments have not yet been reported. Please also use this space to address any technical assistance needs. There is a section provided to explain barriers or delays in the implementation of the program.

PROGRESS OF ACTIVITIES:

BARRIERS/DELAYS:

PLEASE ENSURE REPORT IS COMPLETE (BENEFICIARY INFO. & ACCOMPLISHMENT NARRATIVE) BEFORE SUBMISSION

ATTACHMENT D: BUDGET

2022

| Category | Amount |
|------------------------|------------------------|
| Program Operations | \$ 1,147,606.00 |
| Facility Support | \$ 824,128.00 |
| Administration | \$ 48,286.00 |
| HMIS / Data Collection | \$ 18,448.00 |
| Total | \$ 2,038,468.00 |


2023

| Category | Amount |
|------------------------|------------------------|
| Program Operations | \$ 3,100,602.00 |
| Facility Support | \$ 1,283,230.00 |
| Administration | \$ 107,592.00 |
| HMIS / Data Collection | \$ 51,840.00 |
| Total | \$ 4,543,264.00 |

Combine Year Totals \$ 6,581,732.00

Any amendments to the budget 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 completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE.

Attachment E – Billing Sheet

| | | | | | |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------|
|  | | City of Spokane Grantee Billing Form | | City Clerk # | |
| | | | | Vendor ID # | |
| | | | | FMS Acct # | |
| 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:) | | | Grantee Certification | | |
| The Guardians Foundation, Inc. 115 North Stone Street Spokane, WA 99202 | | | By: (SIGN IN INK) | | |
| Project/Program: | Trent Avenue Shelter | | (TITLE) (DATE) | | |
| Award Number: | | | (EMAIL ADDRESS) (TELEPHONE NUMBER) | | |
| National Objective: | N/A | | | | |
| Eligibility Code: | N/A | | | | |
| IDIS Activity ID: | | | | | |
| Grant Term: | | | Billing date: | | |
| Indirect Cost Rate: | | | Expense Period: | | |
| EXPENSE Categories: | A Grant Budget | B Current Expense Request | C Total Previously Requested | D Grant Balance (A-B-C) | |
| Program Operations | \$ 1,147,606.00 | \$ - | \$ - | \$ 1,147,606.00 | |
| Facility Support | \$ 824,128.00 | \$ - | \$ - | \$ 824,128.00 | |
| Administration | \$ 48,286.00 | \$ - | \$ - | \$ 48,286.00 | |
| HMIS/Data Collection | \$ 18,448.00 | \$ - | \$ - | \$ 18,448.00 | |
| GRAND TOTAL | \$ 2,038,468.00 | \$ - | \$ - | \$ 2,038,468.00 | |
| Contract Amount (auto populated) | | \$ 2,038,468.00 | % Expended: | | 0.00% |
| Total Expended to Date (auto populated) | | \$ - | | | |
| Contract Remaining Balance | | \$ 2,038,468.00 | % Remaining: | | 100.00% |
| ← Check box if final request. | | | CHHS Approval: | | |

Attachment F – Amendment Request Form

Attachment F Out of Cycle Contract Amendment Request

Date Requested:

Agency Requesting:

Contact Person:

Email:

Phone:

OPR:

Type of Revision
Requested

☐ Budget Revision

☐ Performance

☐ Extension

☐ Other

Please Describe your Request

If this is a budget revision please update the budget chart below

| A | B | C | D | E | F |
|-----------------|-----------------|-----------------------------------|----------------------------|---------------------------------|----------------------|
| Budget Category | Original Budget | Adjustment Request mm.dd.yy | Budget After Adjustment | Expenses through mm.dd.yy | Balance Remaining |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| | | | \$ - | | \$ - |
| TOTAL | \$ - | \$ - | \$ - | \$ - | \$ - |

***Total for Column C **MUST** be 0.

Attachment G

Federal Requirements

1. 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) 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 fifteen (15) days of the end of the term of this Agreement.

C. 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 contract or a Grant

where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

D. 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 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet the program's objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use program-assisted real property in a manner that meets a program objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-program funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-programmatic funds used to acquire the equipment.

2. TERMINATION

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.

3. 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 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. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the program;
- f. Financial records as required;
- g. Program participant records and services provided;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

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 three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-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, during regular business hours.

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 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" 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. 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 program 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.

4. 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 570.607, as revised by Executive Order 13279. 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) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) 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 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 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 24 CFR 570.611, 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 program-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 program-assisted activity, or with respect to the proceeds from the program-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) 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.

6) 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.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the 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.

4. 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 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all program-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.

ATTACHMENT H- ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does not apply to projects funded solely with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRI, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000 (2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

EXHIBIT I – CMIS

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/CMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month**. CMIS required data elements are determined by the funder and the CMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane CMIS, CMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the CMIS shall be communicated through the CMIS support ticket system.

GRANTEE shall utilize the CMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the CMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the CMIS website at www.spokanecmis.org.



The GRANTEE shall ensure that all applicable staff are fully trained to operate in the CMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY CMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanecmis.org. Communications regarding updates to the website will be distributed via e-mail to current CMIS users or those that opt-in to the CMIS listserv (those wishing to opt-in to the CMIS listserv should submit a request to CMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the CMIS, including data collection responsibilities, via the support request tool in the CMIS. Those without access to the CMIS should submit their question(s) to CMIS@spokanecity.org.

Other Reporting Requirements

GRANTEE shall submit data required for the Longitudinal Systems Analysis report, 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.

Nightly Reporting

The GRANTEE shall submit utilization numbers nightly to CITY via email to chhsreports@spokanecity.org, spdradiosupervisors@spokanepolice.org, and sfdfirecomm@spokanecity.org.

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.



Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-inTime Count, the System Performance Measures Report, and other reporting obligations as identified by the City or the CMIS Committee of the CoC Board.

Data Collection Requirements

| | | |
|------------|-------------------------------|---|
| 3.01-3.917 | Universal Data Elements (All) | X |
| 4.02 | Income and Sources | X |
| 4.03 | Non-Cash Benefits | X |
| 4.04 | Health Insurance | X |
| 4.05 | Physical Disability | X |
| 4.06 | Developmental Disability | X |
| 4.07 | Chronic Health Condition | X |
| 4.08 | HIV/AIDS | X |
| 4.09 | Mental Health Problem | X |
| 4.10 | Substance Abuse | X |
| 4.11 | Domestic Violence | X |
| 4.12 | Current Living Situation | X |
| 4.13 | Date of Engagement | X |
| 4.14 | Bed-Night Date | X |
| 4.19 | Coordinated Entry Assessment | x |
| 4.20 | Coordinated Entry Event | x |



Agenda Sheet for City Council Meeting of:
08/29/2022

| | |
|---------------------------|-------------------------------------------------|
| Date Rec'd | 8/17/2022 |
| Clerk's File # | ORD C36261 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |
| Submitting Dept | ACCOUNTING |
| Contact Name/Phone | MICHELLE MURRAY 509-625-6320 |
| Contact E-Mail | MMURRAY@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 5600 ARPA PARKS PLAYGROUND EQUIPMENT ALLOCATION |

Agenda Wording

Re-establish budget within the ARPA fund for a previous allocation of \$160,000 to the Parks Department for Playground equipment.

Summary (Background)

On June 7, 2021 Special Budget Ordinance was passed allocating \$160,000 of ARPA funds to go towards playground equipment. These funds were directly transferred from the ARPA fund to the Park Cumulative Reserve fund. On July 1, 2022 the Accounting Department transferred the \$160,000 back to the ARPA fund. This Special Budget Ordinance is simply establishing budget within the ARPA fund for the allocation.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 160,000

Select \$

Select \$

Select \$

Budget Account

1425-88155-94000-56313-97239

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#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director MURRAY, MICHELLE

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other F&A 8/15/22

Council Sponsor CP Beggs & CM Wilkerson

Distribution List

Additional Approvals

Purchasing

MANAGEMENT & BUDGET STRATTON, JESSICA

ACCOUNTING - GRANTS MURRAY, MICHELLE

Committee Agenda Sheet

Finance & Administration

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submitting Department | Accounting |
| Contact Name & Phone | Michelle Murray 509-625-6320 |
| Contact Email | mmurray@spokanecity.org |
| Council Sponsor(s) | CP Beggs & CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | ARPA Parks Playground Equipment Allocation |
| Summary (Background) | <p>On June 7, 2021 Special Budget Ordinance was passed allocating \$ 160,000 of ARP funds to go towards playground equipment. These funds were directly transferred from the ARPA fund to the Park Cumulative Reserve fund. This all happened prior to establishing reporting requirements for the ARP fund and determining the need for these expenditures be spent directly from the ARP fund to keep these funds in tact and trackable by project with in the ARP classification.</p> <p>On July 1, 2022 the Accounting Department transferred the \$160,000 back to the ARP fund. This Special Budget Ordinance is simply establishing budget with in the ARPA fund for the allocation and so that the Parks Department can purchase needed playground equipment and allow accounting to track these expenses appropriately according to the federal rules.</p> |
| Proposed Council Action & Date: 8/29/22 | Re-establish budget within the ARPA fund for a previous allocation of \$160,00 to the Parks Department for Playground equipment. |
| Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act Funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |

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

N/A

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

N/A

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

N/A

ORDINANCE NO C36261

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

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

Therefore, The City of Spokane does ordain:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase appropriation by \$160,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act. This ARP fund appropriation qualifies as part of the General Government Services program category.
- (A) \$160,000 of the appropriation is provided solely for the replacement of playground equipment to be purchased through the Parks department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation for Parks Playground Equipment 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: _____

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

08/29/2022

Date Rec'd

8/3/2022

Clerk's File #

RES 2022-0076

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #

ORD C36255

Contact Name/Phone

AMANDA BECK 6414

Project #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0650 - E. SPRAGUE BID ASSESSMENT RATE INCREASE RESOLUTION

Agenda Wording

A resolution of intention to change the assessment rates within the East Sprague Parking and Business Improvement Area.

Summary (Background)

As permitted by RCW 35.87A.140, City Council may change assessment rates within the East Sprague Parking and Business Improvement Area. Changes to the assessment rate must be established by resolution, followed by a public hearing and ordinance amending SMC 04.31C.040. To ensure the East Sprague BID continues to be able to fund and provide ratepayer services within the BID, an annual increase to the special assessment is proposed commensurate with any change to the Consumer Price Index from the

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

GARDNER, SPENCER

Study Session\Other

Finance and

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Bingle and Cathcart

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

sgardner@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

smacdonald@spokanecity.org

Additional Approvals

tstripes@spokanecity.org

Purchasing

abeck@spokanecity.org

mpiccolo@spokanecity.org

laverne.esba@gmail.com

jchurchill@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

initial year of BID establishment.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

rbenzie@spokanecity.org

Committee Agenda Sheet

Finance

| | |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submitting Department | Planning Services, Community and Economic Development |
| Contact Name & Phone | Amanda Beck, 625-6414 |
| Contact Email | abeck@spokanecity.org |
| Council Sponsor(s) | Council Member Bingle, Council Member Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | East Sprague BID Special Assessment Rate Change |
| Summary (Background) | <p>The East Sprague business improvement district (ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety and security. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 4.31C SMC.</p> <p>Pursuant to RCW 35.87A.140, City Council may change the rate or additional rate of special assessment as specified in the ordinance establishing the area, approved and adopted by ordinance following a public hearing.</p> <p>The East Sprague BID requested the City's assistance in increasing the minimum and maximum rates because of the escalating costs of providing service. The Finance Department's analysis of existing code language and the annual special assessment collections determined that the minimum and the maximum rates should be increased as well as adjusted annually subject to the percentage change in the Consumer Price Index (CPI) West Region since the first assessment year (2016).</p> <p>The proposed ordinance changes would:</p> <ul style="list-style-type: none"> • For Zone 1, increase the minimum special assessment amount from \$200 to \$250, and increase the maximum from \$1,000 to \$1,200. • For Zone 2, increase the minimum special assessment amount from \$100 to \$125, and increase the maximum from \$500 to \$600. • For Zone 3, increase the minimum special assessment amount from \$50 to \$65, and increase the maximum from \$250 to \$300. • New language which adds an annual adjustment to the minimum and maximum assessment rates determined in the same manner as the CPI adjustment for inflation listed in in SMC 4.31C.040(C). <ul style="list-style-type: none"> ○ The annual Consumer Price Index (CPI) inflation adjustment is equal to the percentage change in CPI West Region since the first assessment year (2016). |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Proposed Council Action & Date: | Approve proposed resolution, set date for ordinance public hearing |
| Fiscal Impact: Total Cost: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: N/A Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: N/A | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this including women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, existing services based on increased special assessments would be a positive indicator that the BID is self-sufficient. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The creation of, and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. The proposed ordinance ensures ESBID is able to be a self-sufficient and sustaining economic development entity focused specifically on the East Sprague area, in alignment with the vision and values of Comprehensive Plan Chapter 7, Economic Development , and policy ED 1.2. | |

RESOLUTION NO. 2022-0076

A RESOLUTION OF INTENTION TO CHANGE OR ESTABLISH CERTAIN ASSESSMENT RATES WITHIN THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA.

WHEREAS, RCW 35.87A.140 authorizes the City Council to take legislative action to change the assessment rates within the East Sprague Parking and Business Improvement Area (PBIA); and

WHEREAS, the proposed changes to the assessment rates relate to the minimum and maximum assessment rates for zones 1, 2 and 3 of the East Sprague PBIA as well as an annual Consumer Price Index (CPI) adjustment as set forth in Ordinance C36255 amending SMC 04.31C.040.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL THAT:

1. The City Council declares its intentions to change certain assessment rates of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.140 as set forth in the attached ordinance as follows:
 - a. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:
 - i. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of ~~(((\$200))~~ \$250 per property parcel and a maximum of ~~(((\$1,000))~~ \$1,200 per property parcel.
 - ii. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of ~~(((\$400))~~ \$125 per property parcel and a maximum of ~~(((\$500))~~ \$600 per property parcel.
 - iii. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of ~~(((\$50))~~ \$65 per property parcel and a maximum of ~~(((\$250))~~ \$300 per property parcel.
 - b. Adjustment to the minimum and maximum assessment rates set forth in SMC 04.31C.040(B) shall be made on an annual basis in the same percentage and manner as determined by the CPI Factor as set forth in SMC 04.31C.040(C).

2. A public hearing before the City Council to take public testimony and to consider the proposed change shall be held on September 19, 2022 beginning at 6:00 P.M. in the City Council Chambers in the lower level of City Hall located at 808 W. Spokane Falls Blvd.
3. Notice of the hearing shall be given by one publication of the resolution of intention in the Official Gazette and mailing a complete copy of the resolution of intention to each business and multifamily residential or mixed-use project in the East Sprague Parking and Business Improvement Area. Publication and mailing shall be completed at least ten days prior to the time of the September 19, 2022 hearing date.

ADOPTED by the City Council this ____ day of _____ 2022.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/29/2022

| | |
|-----------------------|------------------|
| Date Rec'd | 8/17/2022 |
| Clerk's File # | RES 2022-0078 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | PAID THRU CLAIMS |

| | |
|---------------------------|---------------------------------|
| Submitting Dept | CITY ATTORNEY |
| Contact Name/Phone | LYNDEN SMITHSON 6283 |
| Contact E-Mail | LSMITHSON@SPOKANECITY.ORG |
| Agenda Item Type | Resolutions |
| Agenda Item Name | RESOLUTION APPROVING SETTLEMENT |

Agenda Wording

Resolution approving settlement of TINA LEE v. CITY OF SPOKANE, Spokane County Superior Court Cause No. 20-2-02838-32, arising out of an incident occurring on April 12, 2019.

Summary (Background)

This claim was settled through mediation.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 80,000.00

Select \$

Select \$

Select \$

Budget Account

5800-78100-14780-54601

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#

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Approvals

Dept Head PICCOLO, MIKE

Division Director

Council Notifications

Study Session\Other 8/15/22 Committee Meeting

Council Sponsor Council Member Wilkerson & Council President Beggs

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Distribution List

sfaggiano@spokanecity.org

skoegler@spokanecity.org

James.Scott@davies-group.com

Additional Approvals

Purchasing jlargent@spokanecity.org

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on January 24, 2020, a claim for damages was filed with the City of Spokane by TINA LEE (Plaintiff), arising out of an incident occurring on April 12, 2019, in the City of Spokane, as more fully described in the claim for damages; and

WHEREAS, on October 14, 2020, Plaintiff subsequently commenced an action in the Superior Court of Spokane County, under the caption "TINA LEE, Plaintiff v. CITY OF SPOKANE, a municipal corporation, and DOES I-V, unknown parties, Defendants", Cause No. 20-2-02838-32 alleging negligence, and seeking economic and non-economic damages, as more fully described in the Complaint filed in said cause; and

WHEREAS, the City has determined to resolve all claims with Plaintiff and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00); and

WHEREAS, Plaintiff has agreed to accept said payment and in return to release any and all claims against the City of Spokane as well as to dismiss with prejudice the underlying lawsuit as against the City of Spokane.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment in the amount of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00), to be paid to Plaintiff through her counsel, Mark J. King, with the law firm of Craig Swapp & Associates, in trust for TINA LEE, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiff will provide a signed release fully extinguishing all claims by Plaintiff in connection with the incident, dismissing her lawsuit with prejudice as against the City of Spokane and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim.

ADOPTED the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

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

08/29/2022

Date Rec'd

8/25/2022

Clerk's File #

ORD C36262

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

ZACK ZAPPONE X6256

Contact E-Mail

ZZAPPONE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 - SPOKANE FAIR ELECTIONS CODE AMENDMENT

Agenda Wording

An ordinance amending the Spokane Fair Elections Code to reduce redundancies and duplication with state law; amending sections 01.07.005, 01.07.030, and 01.07.070; and repealing sections 01.07.080 and 01.07.100 of the Spokane Municipal Code.

Summary (Background)

The City Council intends, by enacting this ordinance, to update the Spokane Fair Elections Code so that candidates and the public will have a clearer and more streamlined set of rules for the conduct of elections for City office.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

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Approvals**Dept Head**

ALLERS, HANNAHLEE

Division Director**Finance****Legal****For the Mayor****Council Notifications****Study Session\Other**

7/18 Finance and Administration

Council Sponsor

CM Zappone; CM Wilkerson

Distribution List

zzappone@spokanecity.org

jgunn@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

[COMMITTEE]

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submitting Department | City Council |
| Contact Name & Phone | Zack Zappone ext. 6256 |
| Contact Email | zzappone@spokanecity.org |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes |
| Agenda Item Name | Spokane Fair Elections Code Amendment |
| Summary (Background) | <p>An ordinance amending the Spokane Fair Elections Code to reduce redundancies and duplication with state law; amending sections 01.07.005, 01.07.030, and 01.07.070; and repealing sections 01.07.080 and 01.07.100 of the Spokane Municipal Code.</p> <p>The City Council enacted the Spokane Fair Elections Code in 2018, in order to create greater safeguards from corruption or the appearance of corruption, with the intent to augment and supplement the state of Washington's campaign finance and reporting requirements, codified at Chapter 42.17A, RCW; and in 2019, and again in 2020, the Washington State Legislature enacted substantial reforms to Washington's campaign finance and reporting statutes, some of which superseded some provisions of the Spokane Fair Elections Code.</p> <p>The City Council intends, by enacting this ordinance, to update the Spokane Fair Elections Code so that candidates and the public will have a clearer and more streamlined set of rules for the conduct of elections for City office.</p> |
| Proposed Council Action & Date: | Vote for approval August 1 st , 2022 |
| Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |

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

N/A

ORDINANCE NO. C-36262

An ordinance amending the Spokane Fair Elections Code to reduce redundancies and duplication with state law; amending sections 01.07.005, 01.07.030, and 01.07.070; and repealing sections 01.07.080 and 01.07.100 of the Spokane Municipal Code.

WHEREAS, the City Council enacted the Spokane Fair Elections Code in 2018, in order to create greater safeguards from corruption or the appearance of corruption, with the intent to augment and supplement the state of Washington's campaign finance and reporting requirements, codified at Chapter 42.17A, RCW; and

WHEREAS, in 2019, and again in 2020, the Washington State Legislature enacted substantial reforms to Washington's campaign finance and reporting statutes, some of which superseded some provisions of the Spokane Fair Elections Code; and

WHEREAS, the City Council intends, by enacting this ordinance, to update the Spokane Fair Elections Code so that candidates and the public will have a clearer and more streamlined set of rules for the conduct of elections for City office.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That SMC section 01.07.005 is amended to read as follows:

Section 01.07.005 Definitions

The definitions currently contained in RCW 42.17A.005 or as may be amended in the future are incorporated into Chapter 01.07 SMC by reference herein and are augmented by the following definitions:

A. "Agency" means the City of Spokane internal auditor within the City's Department of Management and Budget or its delegate.

~~((B. "Authorized committee" means the political committee authorized by a candidate for the office of Mayor, City Council Member, or Municipal Court Judge to accept contributions or make expenditures on behalf of the candidate or public official.~~

~~C. "Bona fide political party" means:~~

- ~~1. The governing body of the state organization of a major political party, as defined in RCW 29A.04.086, that is the body authorized by the charter or bylaws of the party to exercise authority on behalf of the state party; or~~
- ~~2. The country central committee or legislative district committee of a major political party.~~

~~D. “Candidate” means any individual who seeks election to the office of Mayor, member of the Spokane City Council, or Municipal Court Judge, whether or not successfully. An individual is deemed to seek election when he or she first:~~

- ~~1. Solicits or receives contributions;~~
- ~~2. Makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;~~
- ~~3. Announces publicly or files for office;~~
- ~~4. Purchases advertising space or broadcast time to promote his or her candidacy;~~
- ~~5. Makes expenditures or solicits or receives contributions to explore the possibility of seeking election to the office of Mayor, member of the Spokane City Council, or Municipal Court Judge; or~~
- ~~6. Gives his or her consent to another person or political committee to take on behalf of the individual any of the actions in subsections 1, 2, 4, or 5 of this section.~~

~~((E.))“Caucus political committee” means a political committee organized and maintained by the members of a major political party in the Washington State Senate or Washington State House of Representatives.))~~

~~((F.))B. “City office” means any elective office established by Section 5 of the Spokane City Charter, namely, Mayor, City Council member, and Municipal Court judge.~~

~~((G.))C. “Collectively bargain” means the performance of the mutual obligations of the public employer, including the City of Spokane or the Mayor, and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours, and working conditions, which may be peculiar to an appropriate bargaining unit of the public employer, except that by such obligation neither party may be compelled to agree to a proposal or be required to make a concession unless otherwise allowed under Washington state law.~~

~~((H. “Continuing political committee” means a political committee that is an organization of continuing existence not established in anticipation of any particular election campaign.))~~

~~((I.))D. “Contract” has the same meaning as in SMC 07.06.040.~~

~~((J-))~~E. "Contractor" means any person or entity who has received the award of a contract under SMC 07.06.150 or SMC 07.06.160, submitted a bid or proposal in any form for the award of a contract under SMC 07.06.100, including any other person or entity who seeks the award of the contract and is contesting, appealing or protesting the award of the contract as proposed. The term includes sole proprietors, each general partner in a partnership, members of limited liability companies, and each corporate officer or shareholder holding a controlling interest in a corporation. The term shall also include any subcontractor authorized to provide all or a portion of goods, labor, or services in fulfillment of an award of a contract under SMC 07.06.150 or SMC 07.06.160. This definition does not include the employees of such a person or, if the person is a union, the members of that union.

~~((K."Contribution" means a loan, gift, deposit, subscription, forgiveness or indebtedness, donation, advance, pledge, payment, transfer of funds between political committees, sums paid for tickets to fundraising events, the financing by a person of the dissemination, distribution, or republication, in whole or in part, of broadcast, written, graphic, or other form of political advertising or electioneering communication prepared by a candidate, a political committee, or its authorized agent, or anything of value, including personal and professional services for less than full consideration. "Contribution" also includes an expenditure made by a person in cooperation, consultation, or concert with, or at the request or suggestion of, a candidate, a political committee, the person or persons named on the candidate's or committee's registration form who direct expenditures on behalf of the candidate or committee, or their agents. "Contribution" does not include:~~

- ~~1. Interest on moneys deposited in a political committee's account;~~
- ~~2. Ordinary home hospitality;~~
- ~~3. The rendering of legal or accounting services on behalf of a candidate or an authorized political committee but only to the extent that the services are for the purpose of ensuring compliance with city of state election or public disclosure laws;~~
- ~~4. The rendering of personal services of the sort commonly performed by volunteer campaign workers;~~
- ~~5. Incidental expenses personally incurred by campaign workers not in excess of \$25, in the aggregate, during the applicable period, personally paid for by a volunteer campaign worker; or~~
- ~~6. An internal political communication primarily limited to the members of a political party organization or political committee, or to the officers, management staff, or stockholders of a corporation or similar enterprise, or to the members of a labor organization or other membership organization.~~

~~K. "Designated Treasurer" means the individuals appointed by an incidental committee, responsible for filing and maintaining the incidental committee's statement of organization with the City of Spokane Clerk's Office.))~~

~~(L))~~E. "Election for city office" means any primary, general, or special election for city office as defined in this section.

~~((N. "Elected official" means any person elected by a general or special election to city office as defined in this section, and any person appointed to fill a vacancy in any such office.~~

~~((O. "Election cycle" means the first day of January in the year prior to the general election for the office the candidate is seeking, until 14 days after the date of the general election or until the election results are certified, whichever occurs last.))~~

~~((P))~~G. "Entity" means any business corporation, group, union, bargaining unit, agency, nonprofit corporation, limited liability partnership, limited partnership, limited liability company, and general cooperative association.

~~((Q. "Expenditure" includes a payment, contribution, subscription, distribution, loan, advance, deposit, or gift of money or anything of value, and includes a contract, promise, or agreement, whether or not legally enforceable, to make an expenditure. "Expenditure" also includes a promise to pay, a payment, or a transfer of anything of value in exchange for goods, services, property, facilities, or anything of value for the purpose of assisting, benefitting, or honoring any public official or candidate, or assisting in furthering or opposing any election campaign. "Expenditure" does not include the partial or complete repayment by a candidate, political committee, or incidental committee of the principal of a loan, the receipt of which loan has been property reported.~~

~~O. "Foreign national" means foreign citizens, not including dual citizens of the United States; immigrants who are not lawfully admitted for permanent residence in the United States; foreign governments; foreign political parties; foreign corporations; foreign associations; foreign partnerships; and any other foreign principal, as defined at 22 U.S.C. 611(b), which includes a foreign organization or other combination of persons organized under the laws of or having its principal place of business in a foreign country.~~

~~((P. "Foreign-owned entity" means any entity, regardless of type of entity, jurisdiction of incorporation, or principal place of business, which is owned 51% or more by a foreign national or a foreign government.~~

~~((Q. "General election" means an election required to be held on a fixed date recurring at regular intervals.~~

~~R. "Incidental committee" means any nonprofit organization, regardless of purpose, not otherwise defined as a political committee but that may incidentally make a contribution or an expenditure in support of, or opposition to, any candidate for city office, whether directly or through a political committee.~~

~~S. "Independent expenditure" means an expenditure that:~~

~~1. is made in support of or in opposition to a candidate for city office by a person who is not:~~

~~a. A candidate for that office;~~

~~b. An authorized committee of that candidate for that office;~~

~~c. A person who has received the candidate's encouragement or approval to make the expenditure, if the expenditure pays in whole or in part for political advertising supporting that candidate or promoting the defeat of any other candidate or candidates for that office; or~~

~~d. A person with whom the candidate has collaborated for the purpose of making the expenditure, if the expenditure pays in whole or in part for political advertising supporting that candidate or promoting the defeat of any other candidate or candidates for that office.~~

~~e. pays in whole or in part for political advertising that either specifically names the candidate supported or opposed, or clearly and beyond any doubt identifies that candidate without using the candidate's name; and~~

~~f. whether alone or in conjunction with other expenditure(s) by the same person in support of or in opposition to that candidate, has a value of eight hundred dollars (\$800) or more. A series of expenditures, each of which is under eight hundred dollars (\$800), constitutes one independent expenditure if their cumulative value is eight hundred dollars (\$800) or more.~~

~~g. "Person" means an individual, partnership, joint venture, union, bargaining unit, public or private corporation, association, federal, state or local government entity or agency however constituted, candidate, committee, political committee, incidental committee, continuing political committee, political party, executive committee thereof, or any other organization or group of persons, however organized.~~

~~T. "Political committee" means any person (except a candidate or an individual dealing with his own funds or property) having the expectation of receiving contributions or making expenditures in support of, or opposition to, a candidate for Mayor, member of the Spokane City Council, Municipal Court Judge, or any city ballot proposition.~~

~~U. "Primary election" means a procedure for winnowing candidates for public office to a final list of two as part of a special or general election.~~

~~V. "Surplus funds" means the balance of contributions that remain in the possession or control of that committee or candidate subsequent to the election for which the contributions were received, and that are in excess of the amount necessary to pay remaining debts incurred by the committee or candidate with respect to that election.))~~

Section 2. That SMC section 01.07.030 is amended to read as follows:

01.07.030Mandatory Limitations on Campaign Contributions

~~((A. No candidate for city office, or any political committee acting on behalf of such candidate, shall solicit or accept any campaign contribution in excess of fifty percent (50%) of the applicable contribution ~~((limit))~~limits ~~((set by the Washington Public Disclosure Commission from any person in any election for city office))~~described in RCW 42.17A.400 — 42.17A.550.))~~

~~((B))~~A. A candidate for city office, and any political committee acting on behalf of such candidate, shall only accept or receive a campaign contribution during the election cycle in which the candidate will appear on the ballot.

~~((C. The limitations imposed by SMC 01.07.030(A) shall not apply to a candidate's contributions of his or her own resources to his or her own campaign, or contributions to the candidate's campaign by the candidate or the candidate's spouse or assets of their marital community. If a candidate makes personal contributions to their campaign in aggregate of \$11,500 or more of his or her own funds, including surplus funds from a previous campaign, or independent expenditures are made in support of a candidate or in opposition to his or her opponent in aggregate of \$11,500, all candidates for election to that office may surpass the contribution limits set forth in SMC 01.07.030(A) and may solicit and accept contributions up to the limits allowed by the Washington Public Disclosure Commission. The remainder of this chapter shall apply to all candidates.))~~

~~((D))~~B. Candidate filings with the Washington State Public Disclosure Commission shall constitute the evidence of contributions received during an election cycle for the purposes of enforcement of the penalty for violation.

~~((E. The provisions of SMC 01.07.030(C) regarding contributions of personal resources shall not apply to loans made to the candidate's campaign.~~

~~((F. Surplus funds, as defined by SMC 01.07.005, from a candidate's prior campaign and contributions received by a candidate in connection with a campaign for another office may be used by that candidate for the candidate's current campaign only to the extent that such funds are derived from contributions that were within the limitations imposed by this chapter. If such funds are from a campaign not governed by this chapter, a candidate may use only so much of each contribution previously received as~~

~~would have been allowable as a contribution under this chapter if it had applied to that campaign. The source of a candidate's surplus campaign funds shall be determined to be derived from the most recent contributions received by such candidate or that candidate's political committee which in total equal the amount of the surplus campaign funds.))~~

Section 3. That SMC section 01.07.070 is amended to read as follows:

01.07.070 Disclosure by Political Committees

- A. In addition to the requirements of RCW 42.17A.320, a political committee making independent expenditures in support or opposition to a candidate for city office or in support or against a City of Spokane initiative or referendum shall identify the three persons or entities making the largest contributions in excess of five hundred dollars (\$500) during the twelve-month period preceding the date on which the advertisement is initially to be published or otherwise presented to the public.
- B. For any political committee or incidental committee that qualifies as one of the top three contributors identified under (a) of this section, the top three contributors to that political committee or incidental committee during the same period shall be identified, and so on, until the individuals or entities other than political committees or incidental committees that have contributed the most to all political committees or incidental committees involved with the advertisement have been identified.
- ~~((C. The political committee's advertisement must then list the top three individuals or entities other than political committees or incidental committees contributing in excess of five hundred dollars and making the largest aggregative contributions among all those identified under this section.~~
- ~~D. The top three individuals or entities shall be listed "Top Individual Contributors" immediately under the disclosure requirements of RCW 42.17A.320.))~~

Section 4. That SMC section 01.07.080 is hereby repealed in its entirety.

Section 5. That SMC section 01.07.100 is hereby repealed in its entirety.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date