

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 BREEN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER BETSY WILKERSON

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

- | | | |
|---|-----------------------|---|
| <p>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)</p> | <p>Approve</p> | <p>OPR 2018-0598
RFP 4430-18</p> |
| <p>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)</p> | <p>Approve</p> | <p>OPR 2016-0794</p> |

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

- | | | |
|---|--|-----------------------------|
| <p>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)</p> | <p>Approve</p> | <p>OPR 2022-0597</p> |
| <p>4. Report of the Mayor of pending:</p> | <p>Approve &
Authorize
Payments</p> | |
| <p>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.</p> | | <p>CPR 2022-0002</p> |
| <p>b. Payroll claims of previously approved obligations through August 20, 2022: \$8,134,529.25.</p> | | <p>CPR 2022-0003</p> |

- 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

Date Rec'd

8/11/2022

Clerk's File #

CPR 1991-0068

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

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

0520 APPOINTMENT TO 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

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KIRK, JESSICA

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

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lkissler@spokanecity.org

Additional Approvals

jkirk@spokanecity.org

Purchasing

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

08/29/2022

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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



< Business Lookup

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

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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	
	INSURER A: Atlantic Specialty Insurance Company	NAIC # 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 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? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			406-04-67-35-0002	4/4/2022	4/4/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions W/ Cyber Primary			PRO10010952305	4/4/2022	4/4/2023	Limit: \$5,000,000
E	Errors & Omissions/ Cyber - Excess			MKLV1XEO000281	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	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RES 2018-0082
Agenda Item Type	Contract Item	Requisition #	CR 23913
Agenda Item Name	5300 ASSETWORKS M-5 ANNUAL MAINTENANCE & SUPPORT		

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.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#

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,

**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)



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

Table with 2 columns: Item description and Price. Items include FleetFocus M5, Crystal Reports, TripCard module, FuelFocus software for Fleet, and FuelFocus software for Asset Management.

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

REMIT TO:

WA Sales Tax: 9.0000% \$ 8,375.26

CHECKS

AssetWorks
PO Box 202525
Dallas TX 75320-2525

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!



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 locati	License #	Count	Details	Status	Expiration date	First issuance d
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

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ADDITIONAL REMARKS SCHEDULE

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

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 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)	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
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APPROVAL FUND SUMMARY

DATE: 08/22/22
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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

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APPROVAL FUND SUMMARY

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FUND	FUND NAME	AMOUNT
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	TOTAL:	7,192,005.31

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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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

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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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

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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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
COUNCIL CHECK RANGE/TOTAL

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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

REPORT: PG3640

CITY OF SPOKANE

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COUNCIL CHECK RANGE/TOTAL

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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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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	

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7,192,005.31	137,219.02	451,738.65

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CITYWIDE TOTAL:		7,780,962.98

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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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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

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN 42.46

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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

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

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

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

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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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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 PHOTO RED FINES
5106 E FAIRVIEW AVE 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

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80106398	15.78

TOTAL FOR 1920 - FINANCIAL PARTNERSHIP FUND		15.78
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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
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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
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1970 - FIRE/EMS FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80106407	177.50
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ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80106378	79.77
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BAUER COMPRESSORS SAN FRANCISCO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106485	2,540.07
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80106504	3,785.14
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BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80106504	1,358.14
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COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80106386	2,419.91
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DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80106461	14,400.00
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FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80106500	562.67
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FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80106500	33.27
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GALLS LLC	CLOTHING ACH PMT NO. - 80106503	9,980.45
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GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80106391	8.28
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L N CURTIS & SONS	OPERATING SUPPLIES ACH PMT NO. - 80106493	9.73
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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
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1990 - TRANSPORTATION BENEFIT FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80106398	570.26
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES ACH PMT NO. - 80106484	4,595.33
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		5,165.59

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80106486	991.40
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80106415	1,857.96
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80106442	2,835,421.13
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80106398	2,088.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND	2,840,359.19
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4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106475	891.81
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80106482	307,393.22
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80106482	431.77
CENTURYLINK	TELEPHONE CHECK NO. - 00588204	104.73
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80106491	349.84
GRAINGER INC	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80106431	1,920.00
GRAINGER INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106431	2,690.70
IDEXX DISTRIBUTION GROUP IDEXX LABORATORIES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80106508	2,763.02
ITRON INC	MINOR EQUIPMENT ACH PMT NO. - 80106510	826.33
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

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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

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		712,363.14
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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

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4300 - SEWER FUND		384.47
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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 dba WESTERN SYSTEMS &	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80106470	2,837.87
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		259,809.80

4320 - RIVERSIDE PARK RECLAMATION FAC

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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

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
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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
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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
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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

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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
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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
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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
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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 CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80106407	82.50
LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS ACH PMT NO. - 80106511	12.90
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80106398	129.98
TOTAL FOR 5700 - MY SPOKANE		225.38

5750 - OFFICE OF PERFORMANCE MGMT

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80106398	129.23
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES 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 WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80106398	477.85
TOTAL FOR 5800 - RISK MANAGEMENT FUND		477.85

5810 - WORKERS' COMPENSATION FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES 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

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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	STATE AUDIT CHARGES	
WASHINGTON STATE	ACH PMT NO. - 80106398	49.59

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		49.59
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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
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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 AND COUNCIL MEMBERS	08/22/22 PAGE 23
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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
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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 WASHINGTON STATE	STATE AUDIT CHARGES 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 WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80106398	445.54
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT 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
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6250 - MUNICIPAL COURT	69,556.96
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6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80106534	3,332.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES ACH PMT NO. - 80106398	360.64
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT 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

Expense \$ 8,134,529.25

Select \$

Select \$

Select \$

Budget Account

N/A

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other

Council Sponsor

Distribution List

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 Bilisland
- 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 #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JOHN HALL 6443
Contact E-Mail	JEHALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
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

Expense \$ 6,581,731

Select \$

Select \$

Select \$

Budget Account

1910-53010-65410-54201-99999

#

#

#

Approvals

Dept Head	HALL, JOHN E.
Division Director	HALL, JOHN E.
Finance	MURRAY, MICHELLE
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Finance 8/15/22
Council Sponsor	CM Bingle CM Wilkerson
Distribution List	jehall@spokanecity.org
	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	
			4. DUNS#	
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@theguardiansfoudation.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 & Develop- ment?	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

CITY OF SPOKANE

By _____

By _____

Signature Date

Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

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.

<u>Grantee Information</u>	<u>Report Submission</u>
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:	
Signature _____ Date _____	

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>	Quarter Total #	GTD Total #	Hispanic/Latino Quarter Total #	Hispanic/Latino GTD Total #
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:

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

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.

GRANTEE (Warrant is to be payable to:)

The Guardians Foundation, Inc.
115 North Stone Street
Spokane, WA 99202

Grantee Certification

Project/Program:	Trent Avenue Shelter		By:	
Award Number:			[SIGN IN INK]	
National Objective:	N/A	[TITLE]	[DATE]	
Eligibility Code:	N/A	[EMAIL ADDRESS]	[TELEPHONE NUMBER]	
IDIS Activity ID:			Billing date:	
Grant Term:			Expense Period:	
Indirect Cost Rate:				
	A	B	C	D
	Grant Budget	Current Expense Request	Total Previously Requested	Grant Balance (A-B-C)
EXPENSE Categories:				
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)	\$ -	% Remaining:		100.00%
Contract Remaining Balance	\$ 2,038,468.00			
← 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/CLFRF 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
#
#
#

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

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

Budget Account

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	WALLACE, TONYA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Finance and
Council Sponsor	CMs Bingle and Cathcart

Additional Approvals

Purchasing	tstripes@spokanecity.org
	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
<p>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</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>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.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>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.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>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.</p>	
<p>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?</p> <p>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.</p>	

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

#

#

#

Approvals

Dept Head PICCOLO, MIKE

Division Director

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 8/15/22 Committee Meeting

Council Sponsor Council Member Wilkerson & Council President Beggs

Distribution List

sfaggiano@spokanecity.org

skeogler@spokanecity.org

James.Scott@davies-group.com

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		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	7/18 Finance and Administration
Division Director		Council Sponsor	CM Zappone; CM Wilkerson
Finance		Distribution List	
Legal		zzappone@spokanecity.org	
For the Mayor		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:	<p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A</p>

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 of 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:

01.07.030 Mandatory 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