CITY OF SPOKANE

NOTICE

REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the October 10, 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 October 10, 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: 2497 821 1541; 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, October 10, 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, OCTOBER 17, 2022

MISSION STATEMENT

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

MAYOR NADINE WOODWARD
COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE
COUNCIL MEMBER 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 October 17, 2022:

User Name: **COS Guest**
Password: **fY5tX4nW**

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 at the public microphone 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 Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Police Ombudsman Commission: One Reappointment.	**Confirm**	**CPR 2015-0034**

ADMINISTRATIVE REPORT

CONSENT AGENDA

	REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1.	**Setting public hearing on possible revenue sources for the 2023 Budget on October 24, 2022. (Council Sponsor: Council President Beggs)**	**Set Hrg. 10-24-2022**	**FIN 2022-0001**
2.	**Setting hearings for review of the 2023 Proposed Budget beginning November 7, 2022, and continuing thereafter at the regular Council meetings through December 5, 2022. (Council Sponsor: Council President Beggs)**	**Set Hrgs. Beginning 11-7-2022**	**FIN 2022-0001**
3.	**Setting hearing for the Citywide Capital Improvement Program 2023-2028 on November 14, 2022. (Council Sponsor: Council President Beggs)**	**Set Hrg. 11-14-2022**	**FIN 2022-0001**
4.	**Value Blanket Amendment with Hitachi Zosen Innova U.S.A. LLC (Norcross, GA) for the purchase of feeder and grate parts at the Waste to Energy Facility from July 1, 2021 through June 30, 2023—$800,000. Total Cost: $1,400,000 (plus tax). (Council Sponsor: Council Member Kinnear)**	**Approve**	**OPR 2021-0301 ITB 5383-21**
5.	**Pre-approval to Purchase four Ford F-250 or similar, diesel, crew cab 4WD pickup trucks and three Chevrolet Tahoe/GMC Yukon, or similar diesel AWD sport utility vehicles for the Fire Department—$515,000. (Council Sponsors: Council Members Kinnear & Cathcart)**	**Approve**	**OPR 2022-0730**
6.	**Contract with Integrus Architecture to conduct an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term capital facility needs—$436,938. (Council Sponsors: Council President Beggs & Council Member Kinnear)**	**Approve**	**OPR 2022-0731**

7.	**One-Year Renewal of Starplex Master Security Service Contract to provide security services at various City of Spokane locations, on an as-needed basis for various City departments–$736,000. (Council Sponsor: Council Member Wilkerson)**	**Approve**	**OPR 2019-0961**
8.	**Interlocal agreement between Spokane Police Department and Spokane County Sheriff's Office for use of a law enforcement vehicle dedicated to the transport of persons unable to be transported in a traditional vehicle. (Council Sponsors: Council Members Cathcart & Bingle)**	**Approve**	**OPR 2022-0732**
9.	**Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through October 7, 2022, total $14,780,771.19, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $13,945,033.61.**	**Approve & Authorize Payments**	**CPR 2022-0002**
10.	**City Council Meeting Minutes: October 3 and October 13, 2022.**	**Approve All**	**CPR 2022-0013**

Request motion to suspend Council Rules and add the following items (OPR 2022-0763 & OPR 2022-0764):

11.	**Washington State Department of Transportation (WSDOT) Agreement GCB 3767 - Public Agency Participating Agreement for construction of City-funded Traffic Calming improvements along Ralph Street as part of the WSDOT North South Corridor construction–$151,499.94. (Council Sponsor: Council Member Stratton)** **Kevin Picanco**	**Approve**	**OPR 2022-0763 ENG 2020065**
12.	**Contract with Revive Counseling Spokane LLCP (Spokane) to provide services to individuals staying at the Trent Resource and Assistance Center–$1,507,211. (Council Sponsor: Council President Beggs) (Relates to Ordinance C36302)** **Council President Beggs**	**Approve and Authorize Contract**	**OPR 2022-0764**

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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:

ORD C36282 **General Fund**

1) Decrease the appropriation for a Senior Engineer position, including benefits, by $127,500.
2) Decrease the appropriation for a Public Works Lead Inspector position, including benefits, by $120,000.
3) Decrease the appropriation for an Engineering Tech I position, including benefits, by $21,250.
4) Decrease the appropriation for an Engineer in Training position, including benefits, by $21,250.
5) Decrease the appropriation for a Director of Engineering Services position by $35,000.
6) Decrease the appropriation for a Program Professional position by $5,000.
7) Increase the appropriation for vehicles by $228,000.
8) Increase the appropriation for a relocation retainage payment by $102,000.
(A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to replace four pickup trucks and pay the last retainage bill for the Construction Management building.) (Deferred from October 3, 2022, Agenda) (Council Sponsors: Council Members Wilkerson and Kinnear)

ORD C36284 **Criminal Justice Assistance Fund**

1) Increase appropriation by $100,000.
(A) Of the increased appropriation, $100,000 is provided solely as a transfer-out to the Office of Performance Management department.

and

Office of Performance Management Fund
1) Increase revenue by $100,000.
(B) Of the increased revenue, $100,000 is provided solely as a transfer-in from the Criminal Justice Assistance Fund.
2) Increase appropriation by $100,000.

(C) Of the increased appropriation, $100,000 is provided solely for contractual services.

(This action arises from the need to provide full time senior-level project management expertise to the Community Safety Initiative.) (Deferred from October 3, 2022, Agenda) (Council Sponsors: Council President Beggs and Council Member Cathcart)

ORD C36294 **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.) (Council Sponsors: Council President Beggs and Council Member Stratton)

ORD C36295 **General Fund**
1) Increase the appropriation in ammunition by $200,000.
A) Of the increased appropriation, $200,000 is to be used solely for the procurement of 2023 department ammunition.
B) This is an increase to the overall appropriation level in the General Fund and will be funded by General Fund unappropriated reserves.

(This action arising from the need to order next year ammunition now in order to avoid significant price increases.) (Council Sponsors: Council Members Bingle, Stratton & Kinnear)

Request motion to suspend Council Rules and add the following item (ORD C36302):

ORD C36302 **Criminal Justice Assistance Fund**
1) Increase appropriation by $1,570,211.
(A) Of the increased appropriation, $1,570,211 is provided solely as a transfer-out to the Community, Housing, and Human Services Administration department.

and

Community, Housing, and Human Services Administration Fund
1) Increase revenue by $1,570,211
A) Of the increase revenue, $1,570,211 is provided solely as a transfer out of the Criminal Justice Assistance Fund.
2) Increase appropriation by $1,570,211

A) Of the increased appropriation, $1,570,211 is provided solely for contractual services for the Trent Resource and Administration Center.

(This action arises from the need to fund the wrap-around services for the residents of the Trent Resource and Administration Center.) (Relates to Consent Agenda Item #12.)

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

Request motion to suspend Council Rules and add the following item (RES 2022-0094):

RES 2022-0094 **Laying out City Council's priorities as related to the City of Spokane's Annual Budget for 2023. (Council Sponsors: Council President Beggs and Council Members Cathcart and Wilkerson)**
Council President Beggs

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up 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 October 17, 2022, Regular Legislative Session of the City Council is adjourned to October 24, 2022.

NOTES

Agenda Sheet for City Council Meeting of: 10/17/2022		**Date Rec'd**	10/3/2022
		Clerk's File #	CPR 2015-0034
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	JESSICA KIRK 5097206262	**Project #**	
Contact E-Mail	JKIRK@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions Appointments	**Requisition #**	
Agenda Item Name	0520 REAPPOINTMENT TO OFFICE OF POLICE OMBUDSMAN COMMISSION		

Agenda Wording

James Wilburn, Jr. reappointment to the Office of Police Ombudsman Commission from 10/3/2022-10/3/2025.

Summary (Background)

James Wilburn, Jr. reappointment to the Office of Police Ombudsman Commission from 10/3/2022-10/3/2025.

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		jkirk@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ccoty@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	10/5/2022
		Clerk's File #	FIN 2022-0001
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	JESSICA STRATTON 509-625-6369	Project #	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0410 - SET REVENUE HEARING		

Agenda Wording

Setting public hearing on possible revenue sources for the 2023 Budget on October 24, 2022.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2023 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 7, 2022 agenda.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	F&A Committee 10/17/22
Division Director	MURRAY, MICHELLE	Council Sponsor	CP Beggs; CM Wilkerson
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 10/17/2022		**Date Rec'd**	10/5/2022
		Clerk's File #	FIN 2022-0001
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	**Cross Ref #**	
Contact Name/Phone	JESSICA STRATTON 509-625-6369	**Project #**	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Hearings	**Requisition #**	
Agenda Item Name	0410 - SET BUDGET HEARINGS		

Agenda Wording

Setting the hearings for review of the 2023 Proposed Budget beginning Monday, November 7, 2022 and continuing thereafter at the regular Council meetings through December 5, 2022.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the 2023 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 7, 2022, and currently scheduled to continue each Monday through December 5, 2022. The City Council may continue the hearing day-to-day up to the 25th day prior to the beginning of the next fiscal year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**

Approvals		**Council Notifications**	
Dept Head	MURRAY, MICHELLE	**Study Session\Other**	F&A Committee 10/17/22
Division Director	MURRAY, MICHELLE	**Council Sponsor**	CP Beggs; CM Wilkerson
Finance	MURRAY, MICHELLE	**Distribution List**	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	10/5/2022
		Clerk's File #	FIN 2022-0001
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	JESSICA STRATTON 509-625-6369	Project #	
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0410 - SET HEARING FOR CITYWIDE CAPITAL IMPROVEMENT PROGRAM 2023-2028		

Agenda Wording

Set hearing for November 14, 2022, for the Citywide Capital Improvement Program 2023-2028.

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2023 budget, the first year of the Capital Improvement Program reflects the 2023 budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	Study Session 9/22/22; Finance & Administration 10/17
Division Director	MURRAY, MICHELLE	Council Sponsor	CP Beggs; CM Wilkerson
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	9/28/2022
		Clerk's File #	OPR 2021-0301
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	ITB 5383-21
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 PURCHASE OF FEEDER AND GRATE PARTS AT THE WTE		

Agenda Wording

Amendment to the value blanket with Hitachi Zosen Innova U.S.A. LLC (Norcross, GA) for the purchase of feeder and grate parts at the WTE from Jul. 1, 2021 through Jun. 30, 2023. An additional $800,000.00 is needed for a total cost of $1.4M plus. tax.

Summary (Background)

The feeder and grate parts utilized at the WTE Facility as part of the incineration process are necessary to have on site for scheduled outages and in the event of a failure. Due to extremely long lead times to get these components, orders have been needing placed a year in advance. In order to have the required components on-site for the fall outage of 2023 additional funds are needed prior to renewal of the value blanket in July of 2023.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 800,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	Public Safety 10/3
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Value blanket amendment for the purchase of feeder and grate parts at the WTE.
Summary (Background)	The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement to maintain constant operation. They are specialized parts and have very long lead times. To ensure that parts are available on site when needed, they need to be ordered in various quantities depending on need, and well in advance of scheduled maintenance outages. On April 5, 2021, bidding closed on ITB 5383-21 for the as-needed annual requirement of feeder and grate parts for the Waste to Energy Facility. Hitachi Zosen Inova U.S.A. LLC, of Norcross, Georgia was the only respondent. The initial value blanket is for two years, spanning from July 1, 2021, through June 30, 2023, for a total cost of $600,000.00 plus tax, with the option of three additional one-year renewals. Due to extreme market conditions, lead times to receive orders have increased exponentially. Parts that were ordered in the latter part of 2021 are only just now starting to arrive. To have parts on site when they are needed for the planned 2023 outages, orders will need to be placed as soon as possible. An additional $800,000.00, including tax, will need added to the value blanket so that the orders can be placed now.
Proposed Council Action & Date:	Consent to proceed on 9/26/22

Fiscal Impact:
Total Cost: $800,000.00
Approved in current year budget? ☐ Yes ■ No ☐ N/A

Funding Source ☐ One-time ■ Recurring
Specify funding source: 2023 SWD Budget

Expense Occurrence ☐ One-time ■ 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?

These parts are for needed repairs to the boiler's Von Roll Grate System at the COS WTEF and support the safe and reliable operation of the COS WTEF. The repairs align with the Comprehensive Plan, Sustainable Action Plan, and the Capital Improvements Program.

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	10/3/2022
		Clerk's File #	OPR 2022-0730
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BRIAN SCHAEFFER 435-7001	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	
Agenda Item Name	1970 - PRE-APPROVAL OF 7 SMALL RESPONSE VEHICLES		

Agenda Wording

Spokane Fire Department would like to receive pre-approval to purchase (4) Ford F-250 or similar, diesel, crew cab 4WD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar diesel AWD sport utility vehicles.

Summary (Background)

Due to supply chain issues and short order-bank windows, Spokane Fire Department is requesting pre-approval to order replacement small response vehicles that have reached the end of their programmed, frontline service life. The current units will be reassigned within the SFD as reserve or non-response units.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 515,000	# 5903-79125-94220-56404-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	PSCHC 10/03/2022
Division Director	SCHAEFFER, BRIAN	Council Sponsor	CM Kinnear/Cathcart
Finance	SCHMITT, KEVIN	Distribution List	
Legal	HARRINGTON, MARGARET	bschaeffer@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kschmitt@spokanecity.org	
Additional Approvals		fireaccounting@spokanecity.org	
Purchasing		dstockdill@spokanecity.org	

Committee Agenda Sheet
PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Pre-Approval for purchase of (7) Small Response Vehicles
Summary (Background)	Due to short order-bank windows, SFD is requesting pre-approval for the purchase of (4) Ford F-250 or Chevy Silverado 2500, or similar, diesel, crew cab, AWD pickup trucks and (3) Chevrolet Tahoe/GMC Yukon, or similar, diesel, AWD sport utility vehicles. These new vehicles will replace current small response vehicles that have reached the end of their programmed, frontline service life. The current units will be reassigned within the SFD as reserve or non-response units. Purchase details: • **Cost** --**$515,000 –** Estimated cost for these (7) vehicles, including 9.1% WA State motor vehicle tax. • **Delivery** – May/June 2023, depending on supply chain interruptions.
Proposed Council Action & Date:	Approval by 10/24/2022

Fiscal Impact:
Total Cost: $515,000 estimated.
Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Fire SIP Capital Reserves

Expense Occurrence ☒ One-time ☐ Recurring

Other budget impacts: (revenue generating, match requirements, etc.) None.

Operations Impacts

What impacts would the proposal have on historically excluded communities?

These vehicles will be utilized in all areas of the City of Spokane.

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?

Collected data will primarily focus on response time and number of patients transported. These metrics apply to all groups equally.

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

Fuel expense data and maintenance costs will be monitored to ensure they are meeting data projections on fleet efficiency. Patient care data is collected via Patient Care Reports.
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? SFD is proactively following State and City guidance to minimize, when operationally feasible, the purchase of conventional, fossil-fuel powered vehicles. This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	10/3/2022
		Clerk's File #	OPR 2022-0731
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BRIAN SCHAEFFER 435-7001	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 240280
Agenda Item Name	1970 - FIRE SITING STUDY		

Agenda Wording

Contract with Integrus Architecture to conduct an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term capital facility needs.

Summary (Background)

The City of Spokane requested proposals in June, 2022 under RFP#5624-22 for a consultant to conduct not only a physical evaluation of SFD's existing stations, assessing which stations should be renovated and which should be replace and/or relocated, but it will also assess the need for additional facilities in underserved portions of the jurisdiction and surrounding areas adjacent to the SFD's existing service area.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 436,938	# 1970-35160-22500-54101-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	PSCHC 10/03/2022
Division Director	SCHAEFFER, BRIAN	Council Sponsor	Council President Beggs/CM Kinnear
Finance	SCHMITT, KEVIN	Distribution List	
Legal	HARRINGTON, MARGARET	bschaeffer@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	fireaccounting@spokanecity.org	
Additional Approvals			
Purchasing			

Committee Agenda Sheet
Public Safety & Community Health

Submitting Department	Fire Department
Contact Name & Phone	Brian Schaeffer 509-625-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	Council President Beggs/Councilmember Kinnear
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Contract agreement with Integrus for Fire Study
Summary (Background)	This Capital Facilities Plan is intended to provide the Executive and Legislative Branches, Fire Chief, Management Team, and the citizens of Spokane and partners with a road map for the future development of SFD facilities strategically located to serve the needs of the immediate surrounding communities in Spokane County. The project includes an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term (ten-year) capital facility needs. The study will consist of not only a physical evaluation of SFD's existing stations, assessing which stations should be renovated and which should be replaced and/or relocated, but it will also assess the need for additional facilities in underserved portions of the jurisdiction and surrounding areas adjacent to the SFD's existing service area. Facilities belonging to adjoining fire districts/cities will also be considered and whether their location impacts service delivery to SFD's citizens due to the implementation of two-way, automatic mutual aid agreements. In addition, to the physical evaluation of the SFD's existing facilities, the examination will also analyze development and growth patterns, traffic patterns, socio-economic data, building inventory, and other factors that impact service demand, call volume, and turnout time challenges due to station building design configurations and station locations adversely affecting service delivery times from specific current and prospective base-station locations. In June, 2022 RFP#5624-22 returned Integrus Architecture as the vendor of choice. Total contract cost of $436,938 including a contingency reserve set aside.
Proposed Council Action & Date:	Approval of contract Oct. 17th

Fiscal Impact:
Total Cost: $436,938
Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring
Specify funding source: $400k from Real Estate Excise Tax First Quarter Percent & $36,938 from General Fund

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?
The siting of Fire Stations and response capability is critical to the safety of the community. Traditionally, risk and incident volume in low-income neighborhoods or areas with vulnerable

community members are especially at risk, requiring the most deliberate and evidence-based approach to siting facilities.
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? The consultant is using public-accessed data from the latest US Census and SFD GIS/Incident data.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The final product with provide the community with an evidence-based plan for capital repairs, investments, and facility locations well into the future.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The plan will integrate with existing Comprehensive Planning efforts and serve as an adjunct to assist future legislative action.

City Clerk's No. 2022-0731

City of Spokane Fire Department

CONSULTANT CONTRACT

Title: **CAPITAL FACILITIES PLAN CONSULTANT – FIRE DEPARTMENT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE**, whose address is 10 South Main Street, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to conduct the **Capital Facilities Plan Consultant – Fire Department- Fire Siting Study**, and*

WHEREAS, the Consultant was selected from RFP 5624-22.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on November 1, 2022, and ends on October 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in the City's Request for Proposal, and in Consultant's Response dated June 6, 2022 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.
Total annual compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS ($436,938.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

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

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

day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

15. KEY PERSONS.
The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

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

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

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

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes

in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the

acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

INTEGRUS ARCHITECTURE	**CITY OF SPOKANE FIRE DEPARTMENT**
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

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Response to RFP

22-176

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.

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

EXHIBIT B

Bid Response Summary

Bid Number	RFP 5624-22
Bid Title	Capital Facilities Plan Consultant - Fire Department
Due Date	Monday, June 6, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Integrus Architecture
Submitted By	Marcine Herron - Monday, June 6, 2022 10:46:57 AM [(UTC-08:00) Pacific Time (US & Canada)] mherron@integrusarch.com 509-838-8681
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements in the Terms & Conditions document.	AGREED AND ACKNOWLEDGED
	5	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Preston Potratz 509.838.8681 ppotratz@integrusarch.com
	6	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Preston Potratz 509.838.8681 ppotratz@integrusarch.com
DOCUMENTS TO UPLOAD:			

1	Upload Request for Proposal Response (your Firm’s Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	RFP 5624-22 - Integrus Proposal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

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Experience

References + Letters

Tab 5

Cost Proposal

Proposal for

Capital Facilities Plan - Spokane Fire Department
RFP Number: 5624-22

June 6, 2022

integrus ARCHITECTURE

Preston Potratz
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Spokane, WA 99201
p. 509.838.8681
f: 509.838.2194
ppotratz@integrusarch.com
www.integrusarch.com

Tab 1

The planning and investigation that occurs before future funding, design and construction can have the greatest impact on cost, schedule, and ultimately the success of the built project. Our strategic approach involves comprehensive research, strategic analysis, conservative forecasting, and thoughtful design concepts to determine needs and help develop a vision for your projects. Special consideration will be given to facility modeling, conceptual design, and maintaining applicable standards such as NFPA, ADA, CFAI, possibly ISO, national mandates relative to emergency services, generally accepted best practices within the emergency services community), and any Washington State rules and standards. The list of deliverables to be provided based on the project scope of services is included below. Our detailed approach and tasks are provided in Tab 2 as requested. A detailed work plan will be developed and maintained at project commencement.

Phase 1 - Inventory & Needs Analysis

Deliverables include:

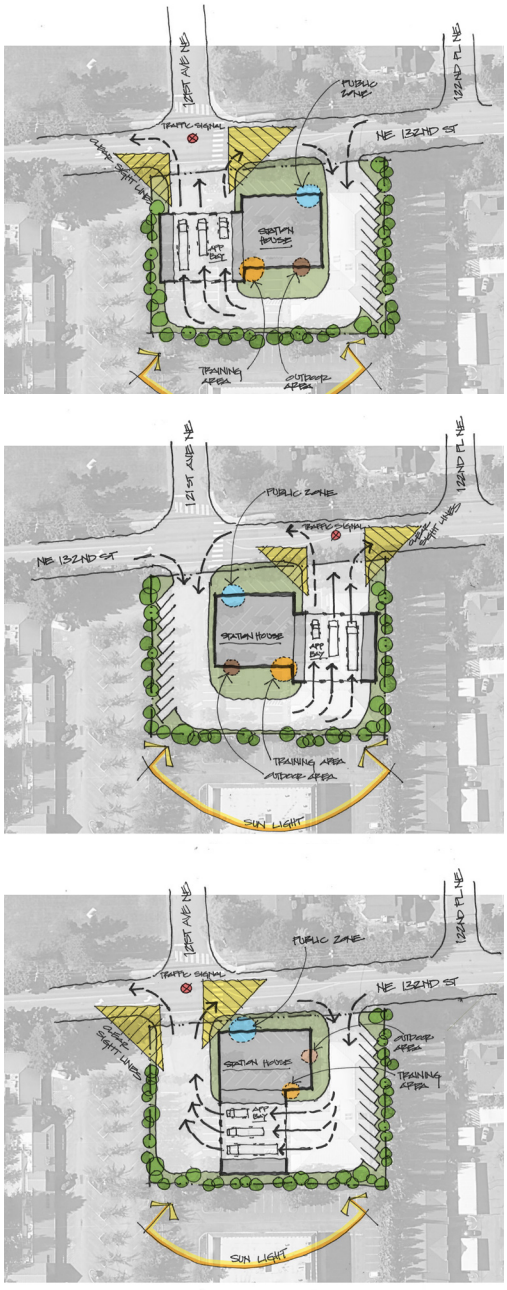
- Detailed inventory report and analysis of existing capital facilities
- Agency and stakeholder interview results

Phase 2 - Future Facility Needs Defined

- System and site drawings and coverage maps
- Migration/implementation plans and theoretical cutover plan
- Project schedule
- Itemized system costs and project budget
- Identified *Facility Needs (including construction or reconstruction)

Phase III - Final Capital Facilities Plan

- Final Plan to include:
- Recommendations and a schedule for presenting to the legislative and executive branches
  - Future Possible Bond issues, including realistic dollar amounts.
  - Recommendations for considering Fire Impact Fees or alternative funding source(s)
  - Recommendation for formal adoption process



Example study concept scenarios

There is a civic, community, operational, and programmatic design thread common to facilities of this nature. Integrus - TCA will be focused on the importance of resilient facilities that can seamlessly withstand natural and man-made disasters while also providing safe, healthy work environments for firefighters. With this understanding, we believe the planning and design of fire facilities begins with a clear understanding of the community, users, unique operational needs based on departmental culture and area of response. Being mindful of national trends, NFPA standards, security, technology, gender neutrality, accessibility, high-performance building technologies, and more, the Integrus - TCA team focuses on delivering forward-thinking, multi-generational facilities.

Interactive Approach

From the beginning, Integrus Architecture and TCA Architecture + Planning will incorporate strong project management, collaboration/engagement and communication methodology into the process. We are not style-driven architects, but rather problem solvers. We will search for the perfect fit for the needs, desires, and vision of the Spokane Fire Department, the City of Spokane and the community. We will work with you to identify and prioritize your values, and then use our skills as designers to discover the physical and operational manifestation of those values to service your community for decades to come.

The proactive management style capitalizes on experience and a collaborative team attitude. Each stage of the project will require specific and distinct skill sets that our diverse personnel will provide. Project Manager Bob Estlund, is the day-to-day point-of-contact for organizing and disseminating all information from the start through the final report. Bob will make sure that everyone understands their responsibilities and that there is prompt follow through by both the City, the Fire Department and by members of the consulting team. He is also responsible for building the detailed work plan with stakeholder input, conducting project schedule and quality control meetings to discuss the progress and set the quality of standards for the final report.

Our proposed approach to your project and the scope of services is as follows:

Phase I - Inventory & Needs Analysis

PROJECT PREPARATION

Task: Kickoff Meeting

We will begin your project with a Kickoff Meeting with the appropriate representatives of the City and Fire Department to review the objectives and requirements of your project. Refining our implementation plan will allow us to develop a more concise schedule as we begin work on your project.

We include reviews and expectations of cost and track budgets throughout each phase. This meeting will include:

- Review planning methodology
- Inclusion planning
- Discussion of expectations, outcomes, and planning document use
- Future financing considerations
- Identify additional factors to consider
- Identification of additional resources if required

Task: Data Collection

As we gain a clearer insight of the project, we will begin the data collection process. Items which may be requested include:

- Parcel maps
- Call loads and run data
- Current and future staffing levels
- Previous community and facility studies- master planning, standard of cover, comprehensive plan, others
- Existing as-built plans by facility- hard or electronic copies
- Maintenance records and work orders by facility
- Demographic and Comprehensive Plan benchmarking and future forecasting relative to service delivery

Task: General Site Research & Analysis

After careful review and analysis of base data, and determination if a facility is in an appropriate target response area, we will begin a general analysis of each site. The depth of research will depend on if a facility is appropriately located within the broader system of facilities. This analysis will include:

- Code and zoning issues
- Property size evaluation
- Site adjacencies
- Topography review
- Utility availability
- Soil characteristics
- Environmental impacts
- Street layouts and traffic information
- Turning radius review

FACILITY ANALYSIS

Task: Existing Facilities Review

The existing facilities review will be broken down into 2 tiers:

Tier 1

This review will include a non-engineering review to determine the condition of facility, opportunities for facility renovation if needed, site relationships, and broad discussion of its functionality. Depending on the observations, reviews, and ability to accommodate change as needed, a more in-depth Tier 2 would be scheduled.

Tier 2

This deeper analysis of all viable facilities will include all engineers and supporting consultants. The intent of the analysis is to document all associated issues with the existing facility, areas needing upgrades, viability of current systems, operational concerns, historical value. This engineering-based evaluation will extensively document, what you have, areas of concern, flexibility for system expansion, and viability of the future change.

This facility analysis will include:

- Engineering based evaluations
- Structural Tier 2 Seismic Evaluation
- Areas of concern
- Flexibility for system expansion
- Viability of future change

Phase II - Future Facility Needs Defined

PROGRAMMING & CONCEPT

Task: Operations-based Programming

We propose to develop an operations-based program for conceptual planning and test-to-fit purposes concurrent with the existing facilities evaluation. This task will begin with a visioning session and subsequent programming charrette with the City and Departmental personnel, as identified in the inclusion plan. The objective of this effort is to identify the operational targets and philosophy relative to “All things Fire and EMS.” Departmental culture, turnout efficiency, decontamination and cleaning, bay flexibility, living accommodations, gender neutrality, durability, and maintenance, alerting systems, seismic considerations, sustainability, maintenance issues, community rooms, etc. Core guiding principles will be documented, and component diagrams will be developed. As optimized facility sizes based on staffing, apparatus deployment, and future growth are determined, i.e. one company, two company three company facilities, these programmatic requirements will be tested against the tier 2 evaluations. This document will include:

Operational philosophy has a significant impact upon all areas of a Fire Department, including:

- Deployment / Response (service delivery) strategies
- Shift schedules and rotation frequency
- Apparatus (response vehicles) needs (both type and number)
- Supervisory span of control
- Ratio of Obligated to Unobligated staff time
- Records management requirements
- Training space and funding
- Accreditation

- Staffing and apparatus projections at near, mid, and long-term benchmarks
- Description of each space, based on operations and use
- List of all spaces, with general floor areas
- Identification of functional adjacencies
- Description of community characteristics and potential concerns, challenges, or threats
- Optimized facility sizes by company

Task: Gap Analysis

After the evaluation of what you have and how best to protect your community from a deployment, staffing, and facilities perspective, facilities will be tested against the optimized facility program and the existing tier 1 and 2 assessments to determine how viable each facility is to support current and future operations. This extensive and iterative process will evaluate and test-to-fit the optimized program by facility with the identified baseline conditions from the tier 1 and 2 evaluations. Based on the findings of this effort, an evaluation by facility will be presented by the team and discussed with the city and department. The outcome of this effort will include facility and programmatic prioritization, potential phased solutions, and parallel cost evaluations and alternatives which will inform the planning process.

This document will include:

- Station program accommodation diagrams
- Accommodation constraints based on optimized program
- High-level cost impacts of accommodation alternatives
- Correctly balancing wants, needs, and budget

We consider this process essential for planning and designing facilities that will meet the Department's long-term needs. An in-depth review and study of current and projected paid and volunteer staff, how they operate and respond as well as defining your department's unique culture.

The work products include:

- Project statement
- Identification of future needs
- Base cost analysis review
- Demographic and Comprehensive Plan benchmarking and future forecasting relative to service delivery

COST & PRIORITIZATION

Task: Conceptual Design Refinement, Scheduling, and Estimating

Following the gap analysis and test to-fit process, preferred alternatives by facility will be finalized and priced. Ultimately, financial decisions based on correctly balancing wants, needs, and budget realities will inform the planning process. For replacement facilities, new facilities and facilities which may be renovated, temporary facilities and time-based construction sequencing over a determined planning horizon will all be considered.

Work product includes:

- Finalized conceptual plans for existing, renovated, replacement, and new facilities
- Project risk by facility- land, community, site, phasing, implementation timelines, permitting, etc.
- Identification of additional testing and/or studies to tighten estimates
- Project budgets and cost estimates by facility

Task: Draft Report

Upon completion of the analysis and planning process, the team will submit and present a draft report to the stakeholders for review and comment.

Phase III - Final Capital Facilities Plan

Task: Final Report

After receiving comments, a final report will be prepared to incorporate and address all issues, including the next steps, with recommended action to the City.

Provide a conceptual project schedule for completing the consultant services.

We anticipate an overall project duration for all phases of approximately 6-7 months.
Based on the schedule in the RFP we anticipate a September 1, 2022 start date.

Summary Schedule													
Primary	Start	End	2022 - 2023										
			Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
Master Plan Timeline	9.1.2022													
PHASE I - INVENTORY & NEEDS ANALYSIS														
Project Preparation	9.6.2022	9.23.2022												
Facility Analysis	9.26.2022	11.4.2022												
PHASE II - FUTURE FACILITY NEEDS DEFINED														
Programming & Conceptual Layouts	11.7.2022	12.16.2022												
Final Plan Costing & Prioritization	12.12.2022	1.27.2022												
PHASE III - FINAL CAPITAL FACILITIES PLAN														
Phase 3: Final Plan Final Report	1.23.2022	3.22.20												

The Integrus Architecture - TCA Architecture + Planning team represents the confluence of experience, expertise, and engagement. Integrus and TCA have worked together on multiple public safety projects including the Aircraft Rescue & Firefighting Facility at Spokane International Airport. The combined expertise of the firms makes a perfect team. Integrus Architecture serves as the prime architect with overall oversight and TCA will act as the programming and planning lead.

Integrus Architecture

Integrus Architecture is an established public works architectural firm in Spokane with a unique expertise in Civic and Public Safety facility architecture. Our work includes site evaluation, predesign programming, needs assessments, design, security design, and full A/E services for Public Safety, Law Enforcement, Courts, Government, K12 and Higher Education clients. Proudly providing design services in the Pacific Northwest since 1953, Integrus' roots are grounded in growing with, contributing to, and investing in the Spokane community in which we live.

TCA Architecture + Planning, Inc.

TCA represents a 62+ year evolution of experience providing personalized services for a wide range of challenging and notable projects. This award-winning firm has an established national reputation for excellence in fire and training facility design, public safety buildings, and municipal projects. As Fire Service Design Specialists, their dedicated staff will bring a depth of experience to your project which is unparalleled. They are passionate about supporting special communities, such as the City of Spokane, in planning and designing state-of-the-art fire facilities; it is their commitment to you to work side by side to best inform your decision-making process.

Tab 2

The Integrus - TCA design team is complemented by Integrus' in-house structural team, and OAC for their unique background in comprehensive forensic architecture and bulding enclosure solutions. Other trusted Spokane-based partners include AHBL for civil and landscape; MW Engineers for MEP, and Roen Associates for cost estimating. All team members will be brought on as needed for their expertise and specific requirements of each of the stations and support buildings to be evaluated.

The team's Project Manager, Bob Estlund, will serve as the main point of contact for the program as well as for our internal team of consultants. Bob will work side by side with TCA's Forest Hooker, Fire Facility Design Specialist, who will lead the planning ad programming efforts.

CITY OF SPOKANE

INTEGRUS ARCHITECTURE / TCA

Leadership

Preston Potratz *AIA, NCARB*
Integrus Architecture
Principal-in-Charge

Brian Harris *AIA, LEED BD+C, NCARB*
TCA
Principal

Bob Estlund
Integrus Architecture
Project Manager

Forest Hooker, *AIA, LEED BD+C*
TCA
Fire Facility Design Specialist

Jeremy Koh
TCA
Fire Facility Design Specialist

CONSULTANT TEAM

MW Engineers

Jacob Deering
Mechanical Engineer

Brandon Enevold
Electrical Engineer

AHBL

Erick Fitzpatrick
Civil Engineer

Craig Anderson
Landscape Architecture

OAC

Dave Bates
Senior Forensic Architect

Kerry May
Building Enclosure Design

Integrus Architecture

Robert Graper
Structural Engineer

Roen Associates

Roger Roen
Cost Estimating

Bob Estlund

Project Manager

Bob has specialized in the field of predesign, programming, and design of public safety facilities since 1982. He brings a wealth of understanding of facility operations and the need for balance between security, safety, function, and aesthetics. Bob is well-versed in sorting through operational issues and making sure that they are properly integrated into the building program. His detailed, hands-on approach is a resource to the entire team to assure the proper integration of the City's requirements.

Relevant Experience

- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Stevens County Public Safety Facility Assessment, Colville, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department South Hill Precinct Studym Spokane, WA
- Walla Walla Police Department, Walla Walla, WA
- Richland County Montana Justice Center, Sidney, MT
- Thomas S. Foley Federal Courthouse Design-Build Modernization, Spokane, WA
- Kona Judiciary Complex, Kona, HI

Architectural Technology (AA), Phoenix Institute of Technology

Southern Steel Technical Training School

Airteq Factory Training Program

Member, Construction Specifications Institute, CDT

Forest Hooker AIA, LEED BD+C

Project Architect / Fire Facility Design Specialist, TCA

Forest Hooker has spent the last 18 years designing and managing more than 35+ fire station projects at TCA. Forest understands the balance of developing sustainable projects without undermining the operational criteria of a fire station. Forest brings highly refined analytical skills to each project he works on to ensure that all attributes of analysis, planning, design, and permitting are considered so that defensible financial decisions are made. He has worked through complex permit processes with owners and has been able to deliver timely projects on budget. Forest has lectured and has published nationally on the complexity of fire station design.

Relevant Experience

- Capital Facilties Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- US Bureau of Reclamation, Grand Coulee Dam Fire Station, Grand Coulee, WA
- US Department of Energy, Hanford 400 Area Fire Station, Richland, WA
- City of Seattle, Fire Facilities Long Range Plan, Seattle, WA
- City of Renton, Fire Department Capital Facilities Plan, Renton, WA
- Consolidated Fire Station Analysis Study, Kirkland, WA
- Fire Station 10 Feasibility Study, Bellevue, WA

Bachelor of Science in Design, Magna Cum Laude, Clemson University

Licensed Architect: WA 8284

Member, American Institute of Architects

Member, WA Fire Chief's Assoc.

Member, WA Fire Commissioner's Assocation

Member, WA Firefighter's Assocation

Preston Potratz AIA, NCARB

Principal-in-Charge

Preston serves as Principal-In-Charge of Integrus Architecture's civic, public safety and government projects. He has 28 years of architectural and management experience in all levels of public facility design. His diverse project experience has given him an intimate understanding of the needs and concerns of the users and the ability to work creatively and collaboratively within design guidelines – resulting in buildings that function superbly. Preston is responsible for project oversight and ensuring that the necessary resources are available for your project and that tasks are fully staffed with personnel, equipment and other required support.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- SGL/ACF Manufacturing Facility Phase 3, Moses Lake, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Stevens County Public Safety Facility Assessment, Colville, WA
- Spokane County Mental Health Crisis Stabilization Facility Assessment, Spokane, WA
- Washington State Department of Transportation Maintenance Facility, Spokane, WA
- United States Embassy Campuses - 12 locations worldwide
- King County Children & Family Justice Center, Seattle, WA

Bachelor of Architecture
Washington State University

Licensed architect: WA, AK, HI, WY

NCARB Certification

Member, American Institute of Architects

Member, American Correctional Association

Brian Harris AIA, LEED BD+C, NCARB

Principal-in-Charge / Fire Facility Design Specialist, TCA

Brian Harris has dedicated his career to pushing design innovation in fire and emergency facilities. He has programmed and designed more than 200+ fire facilities and brings unique insight on the issues facing today's fire service. Brian frequently advises and supports cities, fire industry journals, manufacturers, and generalist architects on all aspects of fire station design. Brian is a frequent contributor to *Firehouse* Magazine and has authored articles recently on cross-contamination, Covid-19 protocols, high-performance and resiliency in fire station design. Brian will be engaged throughout the project and provide design leadership to ensure the team maintains an "operations-first" approach during the master planning effort. Brian's expertise will bring great value during the facility evaluation and programming phases ensuring fire department needs are addressed.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility (QC), Airway Heights, WA
- Spokane County FD 13, Headquarters Fire Station (QC), Newman Lake, WA
- Spokane Valley Fire Department, Fire Training Facility Master Plan, Spokane Valley, WA
- Capital Facilties Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- City of Seattle Fire Facilities Long Range Plan, Seattle, WA

Bachelor of Architecture
University of Oregon

Licensed Architect: WA 6235, AK, AZ, CA, KS, I, MT, TN, SD, TX, UT, & WY

NCARB Certification

Member, American Institute of Architects

Member, WA Fire Chief's Assoc.

Member, WA Fire Commissioner's Assocation

Member, WA Firefighter's Assocation

Jeremy Koh

Senior Project Manager / Fire Facility Design Specialist, TCA

For 20 years, Jeremy has focused his career on designing facilities for fire service and public safety agencies. Jeremy has taken lead roles in system-based programming, facility needs and analysis, conceptual design & development, cost-management, and construction administration. His management skills are exceptional and his analytical thought process is invaluable. From his extensive experience, Jeremy understands the balance of designing sustainable projects without undermining operational criteria for the fire service.

Relevant Experience

- US Bureau of Reclamation Grand Coulee Dam Fire Station, Grand Coulee, WA
- US Department of Energy, Hanford 400 Area Site Fire Station, Richland, WA
- Fire Stations 1, 3, & 6, Kennewick, WA
- Fire Station 63, Shoreline, WA
- LEED Fire Station 27, Kirkland, WA
- Temporary All-Electric Fire Station 31, Seattle, WA
- Fire Station 1, Seward, AK

Master of Architecture, College of Architecture and Environmental Design, Arizona State University

Bachelor of Engineering, Major in Architecture, Kyungwon University (Gachon University)

National Technical Qualification Certificate, 98207070677K Korea

Member, WA Fire Chief's Assoc.

Member, WA Fire Commissioner's Association

Member, WA Firefighter's Association

Kerry May AIA, LEED GA

Senior Director, Building Enclosure Design, OAC

Kerry is a registered architect specializing in building enclosure design for new construction and existing buildings. His background and knowledge of building systems allows him to perform a wide range of tasks, including construction document preparation, field observations, construction administration, and forensic and failure investigations. Kerry has completed building enclosure design services for K-12 education facilities, higher-education facilities, residential, and commercial developments. In addition, Kerry has experience in project management, document review, 3D modeling, WUFI analysis, infrared thermography, and construction planning.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility (QC), Airway Heights, WA
- Spokane County FD 13, Headquarters Fire Station (QC), Newman Lake, WA
- Spokane Valley Fire Department, Fire Training Facility Master Plan, Spokane Valley, WA
- Capital Facilties Plan & Fire Station Design Manual, Kennewick & Richland, WA
- South County Fire Capital Facilities Plan, Everett, WA
- Central Pierce Fire & Rescue, Capital Facilities Plan & Facilities, Tacoma, WA
- US Bureau of Reclamation Grand Coulee Dam Fire Station, Grand Coulee, WA
- City of Seattle Fire Facilities Long Range Plan, Seattle, WA

B.S., Architecture Washington State University

Licensed Architect - WA

Certified Level 1 Thermographer, Infrared Training Center

LEED Green Associate

Member, AIA

Member, NCARB

Dave Bates AIA

Senior Forensic Architect

Dave joined OAC in 1991. Over his 28-year career, he has worked on building enclosure diagnostics and repair, developing an in-depth knowledge of all types of cladding and roofing materials for new and existing structures. Dave served for 3 years as president of SeaBEC. He is a member of the Building Enclosure Technology and Environment Council (BETEC) and is the past president of the Mt. Rainier Chapter of the Construction Specification Institute (CSI).

Relevant Experience

- Spokane Public Schools, Roof Replacement (Several Schools), Spokane, WA
- City of Everett, Everett Station, Everett, WA
- Port of Olympia, On-Call Projects, Olympia, WA
- Washington Center for the Performing Arts, Olympia, WA
- Union Terrace HOA, Union Terrace Condominium - Building Enclosure, Seattle, WA
- Boeing Delivery Center, Everett, WA
- Washington State University, Northside Residence Hall, Pullman, WA
- The Devington Condominiums, Mercer Island, WA

B.A., Architecture
University of Washington

Licensed Architect: WA

Member, SeaBEC

Member, National Institute of Building Sciences

Member, Construction Specification Institute

Rob Graper, PE, SE, DBIA

Structural Engineer

Since 1992, Robert Graper has provided structural engineering services that have resolved complex challenges in a way that reflects clients goals and visions. His leadership in finding inspiring structural solutions that respond to unique environments have been applied to projects worldwide. His participation in needs assessments, planning, programming, site selection and concept design allows our team to thoroughly study design options and determine the most cost effective means to achieve the project goals. Robert's close, cooperative working relationship with our architectural team helps assure you of a timely and cost conscious solution to your design needs.

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- West Richland Police Station Programming, Richland, WA
- Spokane Police Department, Facility Space Planning & Predesign Service, Spokane, WA
- Spokane County Jail Master Plan & Siting, Spokane, WA
- Spokane County Mental Health Crisis Stabilization Facility Assessment, Spokane, WA
- Ben Franklin Transit Administration & Maintenance Buildings, Richland, WA
- United States Embassy Campuses - 16 locations worldwide
- King County Children & Family Justice Center, Seattle, WA
- Sequim Civic Center, Sequim, WA

Bachelor of Science, Civil Engineering, University of Texas

Licensed PE, SE: WA, ID, OR, MT, IN, CA

Design Building Institute of America

Structural Engineering Association of Washington

American Institution of Steel Construction

American Concrete Institute

Erick Fitzpatrick PE

AHBL Principal/Civil Engineer

Erick is a Principal with AHBL and a civil engineer with more than 15 years of experience in Central and Eastern Washington. His experience includes both new and renovation projects where he has been responsible for a variety of building-related and site-related civil design elements, including on-site stormwater runoff collection, stormwater treatment, and redevelopment of hard-surfaced asphalt and concrete areas. Erick has previous experience working on public safety facilities and understands the critical importance of many civil design elements unique to these types of projects, including access roads, circulation, grades, and stormwater collection systems. His experience ranges from small access improvement projects to large, new construction projects with an emphasis on clear and concise construction documents that withstand the public bidding environment. Erick has worked on many public and private projects using delivery methods such as GC/CM, DBB, D/B and most recently Progressive-D/B.

Bachelor of Science, Mechanical Engineering, Gonzaga University

Professional Engineer: WA

DBIA Certified, 2021

National Council of Examiners for Engineering

Relevant Experience

- Richland Fire Station No 73, City of Richland, WA
- Richland Fire Station No 74, City of Richland, WA
- Richland Fire Station No 75, City of Richland, WA
- Quincy Public Safety, Quincy, WA
- Civil Engineer, Grant County Station #5, Grant County, WA
- Peperzak Middle School, Spokane Public Schools, Spokane, WA
- Shaw Middle School & On Track Academy, Spokane Public Schools, Spokane, WA

Craig Andersen PLA, LEED AP

AHBL Director of Landscape Architecture/Landscape Design

Craig Andersen is AHBL's Director of Landscape Architecture for Eastern Washington and a landscape architect with over two decades of experience across a variety of civic projects throughout the Pacific Northwest and in six international locations. He has experience in landscape architecture, land planning, site planning and project management for public, non-profit, and private projects located throughout the Pacific Northwest. He brings extensive understanding of critical service facilities, having designed more than a dozen fire station and related public facility designs in the last 10 years, as well as libraries and community parks. He excels at blending higher landscape quality demands of public buildings with the unique needs of those facilities into thoughtfully designed low maintenance landscapes. Moreover, he is fully committed to producing creative, sustainable, constructable, and affordable landscape designs for publicly funded projects. Craig is a LEED certified professional.

Bachelor of Landscape Architecture, Washington State University

Licensed PLA: WA, ID

LEED Accredited Professional

Relevant Experience

- Spokane County Fire District 4 Station No 40, Spokane, WA
- Spokane County Fire District 4 Station No 48, Spokane, WA
- Hanford 400 Area Fire Station, Hanford, WA
- Kennewick Fire Stations 1 & 2, Kennewick, WA
- Fire Station No 83 & No 84, Pasco, WA
- Richland Fire Station No 74, Richland, WA
- Seattle Fire Station No 28, Seattle, WA

Jacob L. Deering PE, LEED AP

MW Engineers – Principal, Mechanical Systems

Jake has actively participated in ever-expanding aspects of the planning, design and construction administration process for a diverse set of projects since joining MW Engineers in 1999. His experience as a mechanical engineer and project manager includes the design of higher education buildings, research laboratories, detention facilities, hospitals, and office and assembly areas.

As Principal, Jake is tasked with guiding all members of MW's mechanical, electrical, and electronics design team towards the goal of successfully integrated and complete systems design. He has a special interest in sustainable systems technology; his mechanical systems design has contributed to the LEED certification of more than twenty-five of the firm's projects.

Relevant Experience

- Spokane Fire Department Maintenance Building Addition – Spokane, WA
- Washington State Patrol, Eastern Washington University Crime Lab – Cheney, WA
- Richland Police Station – Richland, WA
- Walla Walla Police Station – Walla Walla, WA
- Post Falls Police Station – Post Falls, ID
- Spokane National Guard Readiness Center – Spokane, WA
- Spokane County Library District Facilities Assessment – Spokane, WA
- Ben Franklin Transit New Office Building & Maintenance Building Upgrades – Richland, WA
- United States Embassies & Consulates with Housing, Offices, Vehicle Maintenance Bays & Maintenance Shops – Various Locations Worldwide

Master of Science
Washington State University

Bachelor of Science - Mechanical Engineer, Washington State University

Licensed PE, in the states of WA, ID

ASHRAE Member Former Chapter President

USGBC Cascadia Chapter Spokane Branch Former Co-Chair

Experience
MW Engineers 23

Brandon D. Enevold PE, LEED AP

MW Engineers – Principal, Electrical Systems

Brandon has over 20 years of experience leading design and construction teams for projects, both regionally and abroad. Brandon has worked on the programming and design for dozens of facilities and is known for his careful consideration of all aspects of the design process and meeting his clients' needs. Brandon's unique combination of hands-on field experience and engineering expertise allows him to bridge the gap between engineering and construction to ensure successful project completion.

Brandon will serve as Principal of Electrical Systems. He will develop conceptual designs and provide project management of systems, including power distribution, power generation, fire alarm, telecommunications, security, lighting, and lighting controls.

Relevant Experience

- Spokane Fire Department Training Center – Spokane, WA
- Spokane Combined Communications Center – Spokane, WA
- Spokane National Guard Readiness Center – Spokane, WA
- Washington State Patrol, Eastern Washington University Crime Lab – Cheney, WA
- Jefferson County Sheriff's Department – Jefferson County, WA
- Butte Silverbow Law Enforcement Center – Butte, MT

Bachelor of Science - Electrical Engineering, University of Idaho

Licensed PE, in the states of WA, ID, OR, MT, TX

Experience
MW Engineers 22
Other 3

Roger Roen RA

Cost Estimating

Mr. Roger Roen is a licensed architect specializing in construction cost estimating, value engineering, and construction cost management who uniquely understands the impact of design and planning decisions on construction costs. This understanding is essential in analyzing value and cost effectiveness in overall facility design and leads to savings for the owner in budget, schedule and program. Roger has highly specialized experience working closely with architects controlling construction costs throughout the design process.

Master of Architecture University of Idaho

Bachelor of Architecture /Interior Design
University of Idaho

Relevant Experience

- SIA Aircraft Rescue & Firefighting Facility, Airway Heights, WA
- North County Fire - Regional Training Facility, Fallbrook, CA
- West Valley Fire Station Expansion, Yakima, WA
- Pasco Fire Stations 81, 82 & Rehab Shelter, Pasco, WA
- Hanford Fire Department, Station 92, L-906, Richland, WA
- Lake Stevens Fire Admin Building, Lake Stevens, WA
- Naches Fire Station, Naches, WA
- Grant County Fire Station, Moses Lake, WA
- Snohomish County Fire District #5, Public Safety Building, Snohomish, WA

Question & Answer

1. *Do you meet our business size requirements? We strongly prefer not to award to any Consultant if our business would represent more than 30% of the Consultant's total revenue.*

   Yes

2. *Has your company operated at least 1 year without interruption?*

   Yes

3. *Has an owner of your company been convicted of a crime within the past 10 year?*

   No

4. *Has any employee or official of the SFD had any financial or other interest in your firm?*

   No

5. *Has your company been in bankruptcy, reorganization or receivership in the last five years?*

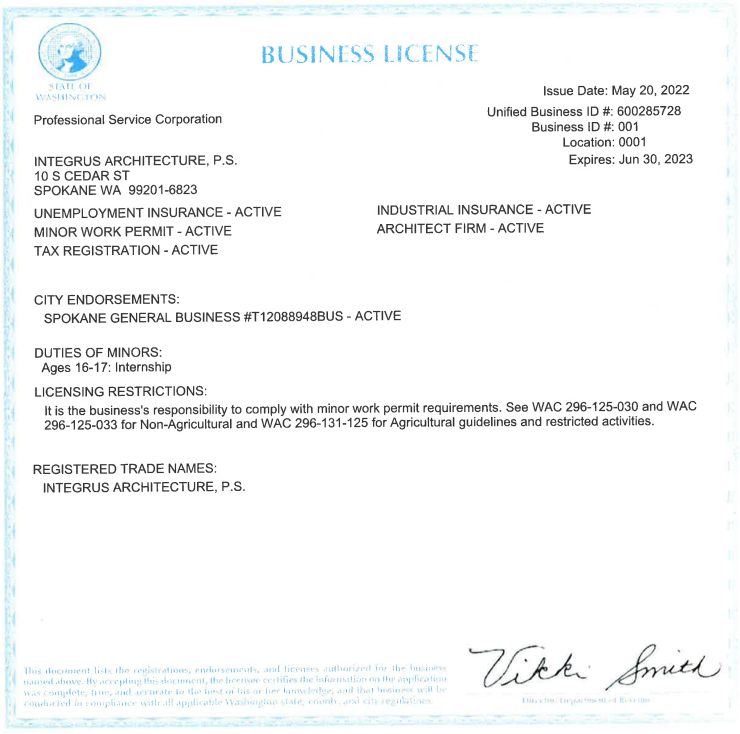
   No

6. *Has your company been disqualified by any public agency from participation in public contracts?*

   No

7. *Is your company licensed to do business in the State of Washington?*

   Yes *(see business license to the right)*



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 20, 2022

Professional Service Corporation

Unified Business ID #: 600285728
Business ID #: 001
Location: 0001
Expires: Jun 30, 2023

INTEGRUS ARCHITECTURE, P.S.
10 S CEDAR ST
SPOKANE WA 99201-6823

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
ARCHITECT FIRM - ACTIVE

CITY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS #T12088948BUS - ACTIVE

DUTIES OF MINORS:
Ages 16-17: Internship

LICENSING RESTRICTIONS:
It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

REGISTERED TRADE NAMES:
INTEGRUS ARCHITECTURE, P.S.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vicki Smith
Director, Department of Revenue

Questions & Answers

8. *How many years has your company been in business? How long have you been providing these services? What is your company's primary line of business?*

Integrus Architecture has been in business for 69 years, providing architecture, structural engineering, and interior design services.

9. *Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).*

See information to right. FIrm introductions can be found on page 7.

10. *How many employees do you have? What is the total years' experience your employees have in this profession; what is the average?*

Total employees: 83
Total years experience: roughly 1,000
Average years: est. 15

11. *State the type of ownership of your company. Give the State and date of your incorporation if applicable. List headquarters and regional / full-service office locations, and website address.*

Corporation: Spokane, Seattle & Portland

Date of Incoporation: 1978

Website: www.integrusarch.com

12. *Provide the key contact name, title, address, telephone and email list. Also identify the person(s) authorized to contractually bind the organization. Provide resumes for owners and key sales personnel.*

Preston Potratz, Principal
10 South Cedar, Spokane, WA 99201
509.838.8681
ppotratz@integrusarch.com

see Tab 2 for resumes

13. *Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.*

None

The guiding statement of Integrus.

Through exploration and design, and in service to our clients, we create meaningful impact for the communities we serve that reflects our design principles and embodies our culture.

Design Principles

We want to make this world a better place to live, to work, to learn, to grow. To accomplish this, we work toward an architecture that is a direct expression of the people and institutions it serves, engages in a meaningful way with its surroundings, improves the human experience, embraces the craft of building, fosters innovative thinking, and leaves a gentle imprint on the face of the planet.

FIRM ORGANIZATIONAL CHART

INTEGRUS ARCHITECTURE PROFESSIONAL SERVICES CORPORATION

Partners

Preston Potratz | VP
Mark Dailey | Pres.
Brian Carter | CEO
Rebecca Baibak | VP
Becky Barnhart | VP
Amy Vanderhorst
Johnny Hong
Robert Graper
Sam Schafer
Steven Clark
Theresa Daniel
Patrick Donnelly
Loretta Sachs
Katie Vingelen
Kandis Larsen
Matthew Bissen

FIRM'S AREAS OF FOCUS

Civic / Government
Federal / Embassy
Higher Education
K-12 Education

Question & Answer

14. *Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.*

We do not anticipate being acquired in the foreseeable future. Integrus Architecture is finalizing the acquisition of an architectural firm located in Portland, Oregon. Currently in non-disclosure status.

15. *Include names of three (3) current customers (title and phone numbers) that have had a scope of work similar to that described in this RFP and a letter of recommendation from each.*

See Tab 4

16. *Please include reference names of former customers, if any, (title and phone numbers) and the reasons for disengagement of your services.*

None

17. *What type of insurance coverage do you carry? Describe the amount of coverage.*

Professional Liability
$2M per claim | $4M annual aggregate

18. *Are you on either the Federal debar list or your home state debarred list?*

No

Client#: 325330 INTEGARC

ACORD™ **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 5/23/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Casualty & Surety Co. of Amer	31194
INSURED Integrus Architecture, P.S. 10 South Cedar St. Spokane, WA 99204	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liability (Incl. Pollution)			107416631	05/30/2022	05/30/2023	$2,000,000 per claim $4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Professional Liability Insurance.

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	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 Gary D. Patterson

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ACORD 25 (2016/03) 1 of 1 #S36032990/M36031076 The ACORD name and logo are registered marks of ACORD BDKZP

The Integrus Architecture - TCA Architecture+Planning team bring extensive planning and design experience for a wide range of local projects including critical facilities, courthouses, police, and, especially, fire stations.

For decades, TCA has been at the forefront of fire service and emergency facility technical design innovation. As a result, TCA is recognized in the national fire community as one of the leading fire facility design firms in the country. As a firm, they dedicated their careers to the evolution of this building type. Based on the experience and lessons learned they have gained through the planning, funding, and design of 400+ fire service facilities, they will bring their institutional knowledge and decades of lessons learned to your Master Plan project. There is a civic, community, operational, and programmatic design thread common to facilities of this nature. TCA is focused on the importance of planning resilient facilities that can seamlessly withstand natural and man-made disasters while also providing safe, healthy work environments for firefighters. With this understanding, they believe the design of fire facilities begins with a clear understanding of the community, users, unique operational needs based on departmental culture and area of response. Being mindful of national trends, NFPA standards, security, technology, gender neutrality, accessibility, high-performance building technologies, and more, TCA is commited to visioning future forward-thinking multi-generational facilities for the Capital Facilities planning effort.

From this expansive body of work, TCA understands that balancing cost, operations, community impacts, and security are only a handful of the issues that inform the decision-making process. Having a process for analyzing this information in an efficient, clear and meaningful way is vital. Using their systematic and planning methodologies, they understand many of the questions that will need to be explored as we appropriately size your Capital Facilities Plan. As leaders in fire facility planning and design, TCA has guided clients through hundreds of fire facility projects starting with needs assessments, facility evaluations, site analysis, operations-based programming, and stakeholder outreach efforts.

Kirkland Fire Stations Program

Kirkland, WA

Working with City Management, Fire Department, Public Safety Committee, and the City Council, TCA developed a master plan and Facilities Consolidation Study which proposes the addition of new fire stations and upgrades and/or expansion to all remaining stations. The study includes operations-based programming, GIS-based analysis of current and future service demands, review of neighboring mutual response, current and future demographics and economics, analysis of over 25 sites for selection, acquisition support of new targeted sites, and public outreach for select sites. As part of the study, all facilities were analyzed based on existing and proposed deployment and staffing relative to operational needs, associated space needs, codes and standards and long-term development impacts. From this effort, conceptual site and floor plans were developed. TCA is currently providing design services on 2 of the 4 facilities funded by the Levy and is successfully collaborating with OAC. OAC is working with the city on the program management of Stations 21,22, 26, and 27. We are tracking overall schedule, budget, and scope development with a focus on dashboard reporting to upper City management. OAC and TCA are collaborating on estimate reviews and bid documents for Stations 22 and 27.

Fire Station Bond Program

Bothell, WA

The City of Bothell's multi-year program will rebuild, with new construction, Fire Stations 42 & 45 on their existing sites for the Fire Department to better serve nearly 10,000 additional residents. Achieving this will require interim facilities at Fire District 10 's Station 44 and on Station 42's site. Additionally, because Bothell straddles two counties, coordination with multiple utilities and water districts is required. OAC's owner's representative services include delivery method selection, design-builder procurement, budget and schedule validation, phasing and cash flow scenarios, and design, project, program, and construction management. OAC also presents on behalf of the program to the Bothell City Council for key milestones and approvals. TCA is currently providing fire facility design consulting services as a third-party reviewer for some of the first progressive design build fire stations in the state. TCA's role includes overall design and cost reviews by phase to better inform and validate project team decisions for 2 new fire stations and administration facilities. The project will be phased and utilize temporary facilities to ensure the Fire Department remains operational during construction. Key issues that TCA is helping the City of Bothell explore include: "Healthy in/Healthy Out" implementation and change management education, "hot zone" design and strategies for eliminating cross-contamination and maximizing manipulative training opportunities. Miller Hull is Architect of Record.

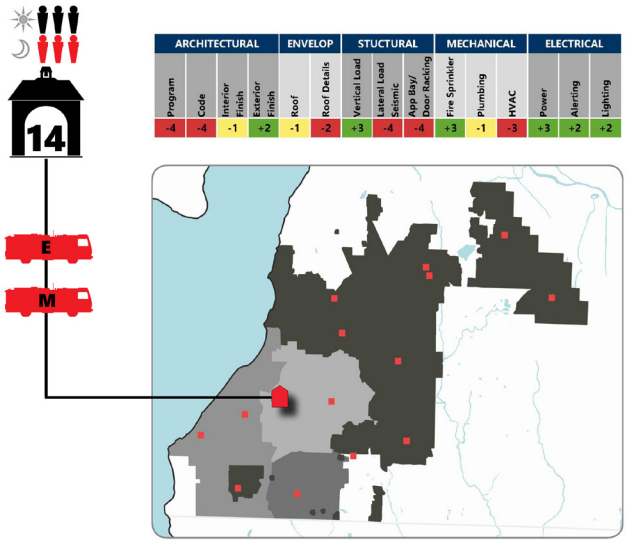
Central Pierce Fire & Rescue Fire Stations 60 & 72

Tacoma, Parkland, Spanaway, South Hill, & Puyallup, WA

Central Pierce Fire & Rescue covers over 84 square miles and provides service to over 198,000 citizens including the communities of Puyallup, Parkland, Spanaway, Midland, Summit, and Fredrickson. Central Pierce Fire & Rescue engaged OAC to help manage the design and construction of 3 bond-funded fire stations in this design-bid-build project. Each of the 3 stations was at different stages of development during a time of administrative turnover. OAC developed an overall master schedule and teamed with the client to develop financial tools for planning, forecasting, and tracking cash flows. We led construction administration, QA/QC, and project reporting efforts. Following the early pre-bond work, TCA was selected to provide the programming, site selection, cost management, design, and construction administration services for 5 fire stations, a training tower, and various miscellaneous projects funded by the bond. Taking a tiered project approach, TCA developed an overall "kit of parts" program/design manual to ensure operational consistency, streamlined long-term maintenance and design and construction efficiencies.

South County Fire, Master Plans & Capital Facilities Plan

South Snohomish County, Edmonds, Mountlake Terrace, Lynnwood, & Brier, WA



In 2000, TCA provided a needs assessment, facility evaluations, and master plan for Snohomish County Fire District 1. The master plan study provided an operational and fiscal analysis of the District based on current and projected growth, planned mergers, annexations, staffing levels and call distribution. Following the outcome of the plan, facilities were programmed, potential sites were identified and evaluated, and TCA worked with the District, Contract Cities and neighborhoods to design and manage the construction of 8 stations. TCA has continued their relationship with the recently established RFA and all contract cities in the development of a regional capital facilities plan. The plan was adopted in January 2022 and lays out a 20-year roadmap for renovated, replaced, and infill facilities at a cost of $275M.

City of Kennewick, Capital Facilities Evaluation & Needs Assessment

Kennewick & Richland, WA

TCA led the review of all 17 municipal buildings (over 280,000 SF of space) for the City including public works facilities, parks maintenance facility, public safety building, recreational facilities, fire stations, city hall, and ancillary city-owned structures. As part of this effort, TCA worked with 14 client sectors/stakeholder groups within the City of Kennewick and the City of Richland leading and participating in iterative stakeholder workshops, GIS reviews, annual operations and maintenance budget reviews, building systems and conditions analysis, IT analysis. Interviews and small group meetings were also utilized to identify existing and future facility needs for the next 30 years. The process resulted in $152 million of identified capital needs within a planning horizon of 20 years scheduled over 5-year increments with discussions of funding mechanisms as the plan moves forward. Since the 2013 Study, the City has undergone extensive leadership and staffing changes, and has seen explosive population growth. The Covid-19 outbreak also dramatically changed how the City was able to continue to do business. TCA is currently updating Capital Facilities study to address these challenges; the new report will be completed in February 2022.

Long-Range Fire Facilities Plan

Seattle, WA

TCA worked with multiple departments within the City of Seattle for over 4 years to develop a $167-million fire facilities and emergency response levy supported by our Long-range Facilities Plan and Operational Program Manual. The levy funded the renovation and replacement of 34 neighborhood fire stations, new fire boats, a new fire training facility, and a new command facility which included a new Fire Station 10 Headquarters, Emergency Operations Center, and a Fire Alarm Center. The team visited each of the stations to review and evaluate current conditions, and the City's compliance with current standards and regulations. The consultant team assessed how the City will handle population growth and increases in fire and aid calls for the next 20 years. Station location and response information was gathered with help from the Seattle Fire Department and the City of Seattle Strategic Planning Office. This information was used to evaluate the individual stations' ability to adequately respond to fire and emergency medical service (EMS) calls during the life of the study. The data was also used to estimate future call load and thereby estimate Department workload to ensure that facilities are designed to accommodate potential growth in SFD workload for 20 years.

Spokane County Detention Services Master Plan, Program

Spokane, WA

As part of the ongoing development of the Spokane International Airport (SIA), a new Aircraft Rescue and Firefighting (ARFF) Facility was designed and constructed. The location and siting of this project took into consideration the long range planning recently completed by SIA, including consideration of a future second runway. Design considerations include the operational impacts on the facility for the airport operating as an Index B vs. Index C as defined by FAA Title 14 CFR Part 139.315.

The approximately 15,000 square foot building includes 4 apparatus bays (with plans for future expansion to add 5th bay), offices and dormitories, kitchen and day room space for fire crew, exercise room and emergency operations center (EOC) for general airport staff. Primary funding for this project is through the Federal Aviation Administration – Airport Improvement Program (AIP). Design and construction followed strict FAA requirements.

Integrus Architecture and TCA Architecture + Planning partnered for this project.

Nome Public Safety Building

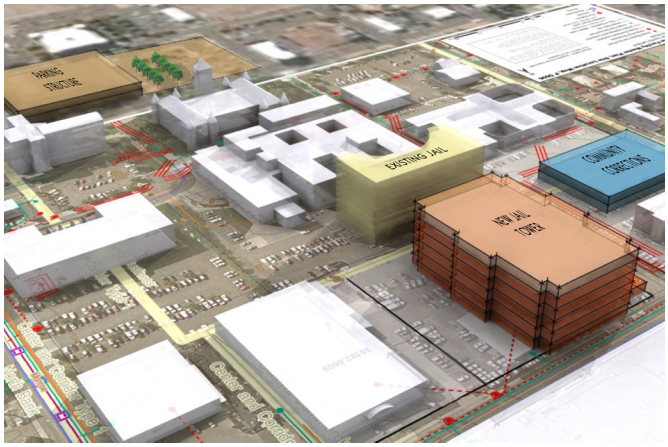
Nome, AK

The Nome Public Safety Facility combined the Nome Volunteer Fire Department, Nome Police Department, and the Nome Volunteer Ambulance Service. By combining the functions, the City was able to fund a state of the art public safety facility and add several essential functions to the project. These included a fully updated 911 dispatch function, and a public training suite that doubles as an Emergency Operations Center when needed. This new building consolidates related functions currently spread across the city in a secure structure that will improve the delivery of public safety services to Nome's citizens.

Integrus Architecture and TCA Architecture + Planning consulting services to the Bettisworth North team for this project.

Spokane County Detention Services Master Planning, Programming & Site Analysis

Spokane, WA



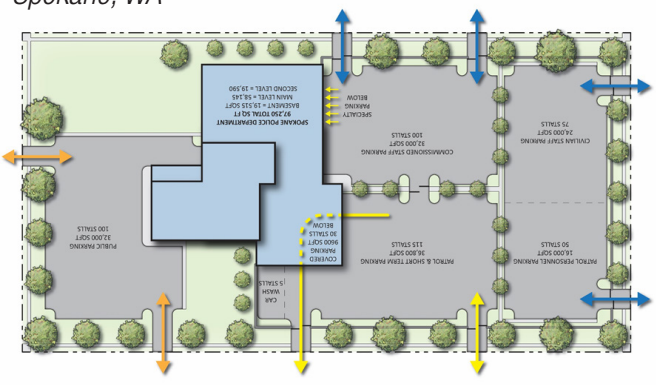
Spokane County retained Integrus Architecture and their planning team to assist the county in Master Planning the long-term needs of the County Jail. The Detentions Services Project was multifaceted in scope which evaluated and tested the efficiencies of the existing correctional structures, as well as the Criminal Justice System as a whole. Extensive community involvement was achieved through public meetings, announcements, and new articles.

The scope of services included:

- ***Needs Assessment.*** Detailed examination of the County's Justice System to forecast future needs and examine the availability of alternatives to incarceration.
- ***Architectural Program.*** Developed program space adjacencies and relationships; applied square footage requirements to develop a complete picture of the capital construction component of the Master Plan.
- ***Operational Program.*** Examination of current jail operations and the development of the operational future for the project. In conjunction with the Needs Assessment, programs, the number and type of jail beds, forecasts and estimates of future staffing and operating costs were developed.
- ***Public Facility (EPF) Site Selection.*** The team conducted a site selection process in accordance with the Spokane County Regional Siting Process for Essential Public Facilities. The process included a SEPA review of candidate sites.
- ***Master Plan.*** The Master Plan is the overview, culmination and coordination of all the above activities. Integrus Architecture has developed a conceptual design for the detention facility on the preferred site.

Spokane Police Department Facility Space Planning & Predesign Services

Spokane, WA



Integrus Architecture was hired by the City of Spokane to complete an existing facilities analysis, spatial needs assessment, and predesign/programming work for the Spokane Police Department with the intent of providing direction and guidance to City leadership regarding future police department needs and likely form, configuration, and cost associated with the development of future police facilities.

The scope of services included:

- Documentation of the Spokane Police Department's current and future policing philosophy and City-wide policing strategies.
- Completion of an existing conditions survey and analysis of existing facilities, office space, and precincts.
- Application of current best practices in policing facilities and space programming.
- Completion of planning and predesign process included:
  - Space needs analysis for a central operations location and a typical precinct based on 10 year staffing, equipment, and vehicle projections.
  - Concept development of three options / scenarios for both a centralized command facility and likely / recommended precinct form.
- Preferred site characteristics and general location within the City.
- Development of predesign level construction budget for each scenario.

References

Include names of three current customers (title and phone numbers) that have had a scope of work similar to that described in this RFP and a letter of recommendation from each.

Our greatest achievement as architects is the recognition, appreciation, and repeat work we are awarded by our clients. Integrus has dedicated our talents, time, and attention to developing long-term relationships with public agencies throughout the region.

We have maintained these valued relationships by not only providing consistent, exceptional design services, but also by including our clients in the design process, by exercising our listening skills, and by understanding our client's needs, goals, and guidelines for every project.

We value what our clients have to say about our work and are pleased to provide you with the following references and accompany reference documents:

Anneke Davis, PE
City of Kirkland
425.587.3828

Project: Kirkland Fire Station 24

Neil Hines
Deputy Fire Chief
City of Kennewick Fire Department
509.528.8375

Project: Kennewick Fire Station 5

Michael Sparber
Senior Director of Law & Justice
Spokane County
509.477.2101

Project: Spokane County Detention Services
Master Planning, Programming & Site Selection

Additional references relevant to the Capital Facilities Planning Project for Spokane Fire Department project:

Bob Eastman, Deputy Chief
South County Fire
425.754.7238

Project: South County Capital Facilities Plan

Emily-Cross
Economic Development Director
509-820-8211

Project: City of Kennewick Capital Facilities Plam

EXHIBIT A
PROJECT REFERENCE FORM (PRF)

Directions: Request three (3) public agencies for which you have substantially completed design of fire stations and other municipal emergency response infrastructure. Provide this form to the owner or owner's representative **directly responsible** for oversight of the project to complete and submit via email prior to the date and time listed below. If the form is received after the date and time specified, it will not be accepted. If your firm has not completed prior projects with the City of El Paso, you will not be penalized.

SOQ Due Date and Time: **March 30, 2021, 5:00 p.m.**

PROJECT NAME: **Architect and Engineering Services – Fire Station 38**

NAME OF COMPANY TO BE EVALUATED: **TCA ARCHITECTURE + PLANNING**

NAME OF PROJECT AND DATE COMPLETED: **KIRKLAND FIRE STATION 24**

QUESTIONS:

1. Has the above-referenced project reached substantial completion? (circle one) Yes No
   NO
2. What project delivery method was utilized? (circle one) Designed-Bid-Build Design-Build CMAR
   DESIGNED-BID-BUILD
3. What was the firm's role, and in what capacity did they serve on the above-referenced project?
   ARCHITECT OF RECORD
4. On a scale of 1 to 10 (1 being poor, 10 being Excellent) how would you rate this company's performance on the following: **Rate: 1-10**

- How would you rate work performed by this firm on your project? 10
- Was the project completed on time? 10
- Was the project completed within budget? 10
- What was the quality of the work performed? 10
- Was staff proactive in solving problems that may have occurred on your project? 10
- What was the extent of staff turnover? (10=low staff turnover, 1=high staff turnover) 10
- Would you be willing to contract with this firm again? (10=Yes, 1=No) 10

TOTAL POINTS (maximum 70 points)

Name of Agency or Firm Submitting Evaluation: **CITY OF KIRKLAND, WA**

Name and Phone Number of Person Submitting Evaluation: Anneke Davis, P.E., 425-587-3828

EXHIBIT A
PROJECT REFERENCE FORM (PRF)

Directions: Request three (3) public agencies for which you have substantially completed design of fire stations and other municipal emergency response infrastructure. Provide this form to the owner or owner's representative **directly responsible** for oversight of the project to complete and submit via email prior to the date and time listed below. If the form is received after the date and time specified, it will not be accepted. If your firm has not completed prior projects with the City of El Paso, you will not be penalized.

SOQ Due Date and Time: **March 30, 2021, 5:00 p.m.**

PROJECT NAME: **Architect and Engineering Services – EPFD Special Operations Division Station**

NAME OF COMPANY TO BE EVALUATED: **TCA ARCHITECTURE + PLANNING**

NAME OF PROJECT AND DATE COMPLETED: **KENNEWICK FIRE STATION 5**

QUESTIONS:

1. Has the above-referenced project reached substantial completion? (circle one) Yes No
   YES
2. What project delivery method was utilized? (circle one) Designed-Bid-Build Design-Build CMAR
   DESIGNED-BID-BUILD
3. What was the firm's role, and in what capacity did they serve on the above-referenced project?
   ARCHTECT OF RECORD
4. On a scale of 1 to 10 (1 being poor, 10 being Excellent) how would you rate this company's performance on the following: **Rate: 1-10**

   - How would you rate work performed by this firm on your project? 9
   - Was the project completed on time? 10
   - Was the project completed within budget? 9
   - What was the quality of the work performed? 9
   - Was staff proactive in solving problems that may have occurred on your project? 9
   - What was the extent of staff turnover? (10=low staff turnover, 1=high staff turnover) 10
   - Would you be willing to contract with this firm again? (10=Yes, 1=No) 10

TOTAL POINTS (maximum 70 points)

Name of Agency or Firm Submitting Evaluation: **CITY OF KENNEWICK, FIRE DEPARTMENT, WA**
Name and Phone Number of Person Submitting Evaluation: Neil Hines, Deputy Fire Chief 509 528-8375

Please email directly to Rebecca Rodriguez at aeselection@elpasotexas.gov by the time and date shown above.

Lt. Michael Sparber
Spokane County
W. 1100 Mallon
Spokane, WA 99260

Integrus Architecture, P.S.
10 South Cedar Street
Spokane, WA 99201

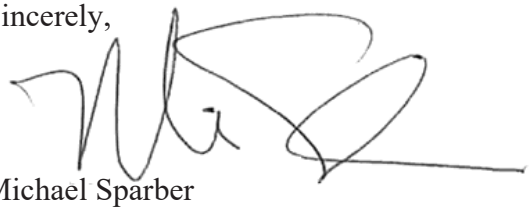
This correspondence serves as a letter of reference for Integrus Architecture for their work on the Spokane County Jail Master Planning, Programming and Site Selection project.

I am particularly pleased to write about Integrus' responsiveness to our requests and ability to adapt to the ever changing scope of the project. The individual attention to details and sensitivity to delicate political matters is a true testimony to your integrity and appreciation for the client.

Additionally; your ability to deliver documents, diagrams, or media material within tight deadlines speaks volumes about your ability to meet project schedules. The materials are easily discernable, while technically sound.

Integrus Architecture is an excellent example of having the right talent in the right areas by providing expertise in virtually all areas of the project.

Sincerely,



Michael Sparber
Custody Operations Lieutenant & Project Manager

RFP #5624-22: Capital Facilities Plan Consultant - Spokane Fire Department
Cost Proposal

$ 436,938

| | | |

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: Professional Service Corporation

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at thi	License #	Count	Details	Status	Expiration c	First issuanc
Architect Firm			View Architects	Active	Jun-30-202	Sep-02-201
Minor Work Permit				Active	Jun-30-202	Nov-07-201
Spokane General Business	T12088948E			Active	Jun-30-202	Oct-15-201

Governing People *May include governing people not reg ed with Secretary of State*

Page 1 of 2

Filter

Governing people	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	
CARTER, BRIAN	
CLARK, STEVEN	
DAILEY, MARK	
DANIEL, THERESA	
DONNELLY, PATRICK	
GRAPER, ROBERT	
HONG, JEN-YUAN	
LARSEN, KANDIS	
POTRATZ, PRESTON	
SACHS, LORETTA	
SCHAFER, SAM	
VANDERHORST, AMY	

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/4/2022 10:08:59 AM

Contact us

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Check if your browser is supported

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	10/4/2022
		Clerk's File #	OPR 2019-0961
		Renews #	
Submitting Dept	FACILITIES MANAGEMENT	Cross Ref #	
Contact Name/Phone	JEFF TEAL 6533	Project #	
Contact E-Mail	JTEAL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5900 RENEWAL OF MASTER SECURITY SERVICE CONTRACT STARPLEX OPR		

Agenda Wording

Approval for 1 (one) year renewal of Starplex Master Security Service Contract to provide security services at various City of Spokane locations, on an as-needed basis for various City departments.

Summary (Background)

In May of 2019, the City of Spokane through the Purchasing Department published an RFP for security services. This past year in addition to the original locations, we have had security located at the homeless encampment, Tapio Center, and at the libraries after normal operating hours when they are used for heating/cooling shelters. This request is to use the first of two (2) optional one-year extensions on the master contract for security services for the City of Spokane for the period of

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 736,000.00	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other	Public Safety 10/3/22
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON,	Jteal@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kbustos@spokanecity.org	
Additional Approvals		laga@spokanecity.org	
Purchasing		rscott@cmsprotectsfun.com	
		klong@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

November 01, 2022 thru October 31, 2023. The original contract was for a 'not to exceed' amount of $1,750,000 over the original 3-year term and the 2 one-year extensions (total of 5 years). Due to increased usage by multiple departments and other circumstances, we are anticipating the $1.75 million will be exceeded.We are requesting Council approval to (1) renew the contract for the period 11/01/2022 to 10/31/2023 and (2) add an additional $736,000. Because the Departments that utilize this master contract have already budgeted for these security expenses in the 2022 budget and the preliminary 2023 budget, the request to increase the compensation by $736,000 should not have a financial impact. The amendment is needed to ensure that the City remains in compliance with the terms of the contract.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Committee Agenda Sheet
Public Safety

Submitting Department	Facilities Department
Contact Name & Phone	Jeff Teal X6533
Contact Email	jteal@spokanecity.org
Council Sponsor(s)	CM Wilkinson
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Approval of Starplex 1 year renewal OPR 2019-0961 (November 1, 2022 thru October 31, 2023)
Summary (Background)	Historically, the City of Spokane has utilized private security services to provide security at a wide variety of locations. These locates range from City Hall to the Intermodal Facility, City operated landfills, occasional special events and parks patrols. These have been completed as individual contracts, typically signed by individual departments and completely uncoordinated. In May of 2019, the City of Spokane through the Purchasing Department published an RFP for security services. This past year in addition to the above locations, we have had security located at the homeless encampment, Tapio Center, and at the libraries after normal operating hours when they are used for heating/cooling shelters. This request is to use the first of two (2) optional one-year extensions on the master contract for security services for the City of Spokane (November 01, 2022 thru October 31, 2023). The original contract was for a 'not to exceed' amount of $1,750,000 over the original 3-year term and the 2 one-year extensions (total of 5 years). Due to increased usage by multiple departments and other circumstances, we are anticipating the $1.75 million will be exceeded. We are requesting Council approval to (1) renew the contract for the period 11/01/2022 to 10/31/2023 and (2) add an additional $736,000. Because the Departments that utilize this master contract have already budgeted for these security expenses in the 2022 budget and the preliminary 2023 budget, the request to increase the compensation by $736,000 should not have a financial impact. The increase only affects the maximum amount to be paid out pursuant to the compensation section of the contract. The amendment is needed to ensure that the City remains in compliance with the terms of the contract. The increase of $736,000 is as follows: 2020-2021 $87,000 for additional expenses already incurred 2022 $280,000 for Camp Hope (March-Dec 2022)--General Fund

	$22,000 for Landfills—Solid Waste Fund $10,000 for Intermodal—Facilities Management Fund $16,500 for misc--TBD **$328,500** 2023 (Jan-Oct 2023) $280,000 for Camp Hope--General Fund $18,500 for Landfills—Solid Waste Fund $8,500 for Intermodal--Facilities Management Fund $13,500 for misc--TBD **$320,500**
Proposed Council Action & Date:	Approve renewal and additional funds Oct 17, 2022

Fiscal Impact:
Total Cost: $736,000
$87,000 for previously incurred expenses
$328,500 for 2022—these amounts should be budgeted already
$320,500 for 2023 (Jan-Oct 2023)—these amounts should be included in the preliminary budget

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

Funding Source ☐ One-time ☒ Recurring
Specify funding source:
See above details
Expense Occurrence ☐ One-time ☒ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

NA

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?

NA

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

NA

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?

NA

City Clerk's No. 2019-0961

City of Spokane

CONTRACT AMENDMENT / EXTENSION

Title: **SECURITY SERVICES**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STARPLEX CORPORATION**, whose address is 907 West Sharp Avenue, Spokane, Washington 99201 as Firm, individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide City Wide Security Services; and

WHEREAS, additional funds are required as multiple new locations are using these services, and

WHEREAS, the original Contract provided two additional one year extension periods with this being the first of those extension; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated December 4, 2019 and December 5, 2019, 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 Amendment / Extension shall become effective on November 1, 2022 and shall run through October 31, 2023.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **SEVEN HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS** (**$736,000.00**), and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STARPLEX CORPORATION

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

22-177

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2021

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

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

PRODUCER
KPD Insurance, Inc.
PO Box 784
Springfield OR 97477

RECEIVED
DEC 23 2021
CITY CLERK'S OFFICE

CONTACT NAME:
PHONE (A/C, No, Ext): 541-741-0550 FAX (A/C, No): 541-741-1674
E-MAIL ADDRESS: wc-certs@kpdinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SAIF Corporation	36196
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Starplex Corporation
12722 NE Airport Way
Portland OR 97230

STARCOR02W

COVERAGES **CERTIFICATE NUMBER:** 507281234 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		499466	1/1/2022	1/1/2023	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Security at Spokane City Hall RFP 3767-11

CERTIFICATE HOLDER

City of Spokane Administrative Services
808 W Spokane Falls Blvd 7th Floor - City Hall
Spokane WA 99201-3304

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Diane M Burnette

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License Information:

New search Back to results

Entity name: STARPLEX CORPORATION

Business name: STARPLEX CROWD MGMT

Entity type: Profit Corporation

UBI #: 601-120-394

Business ID: 001

Location ID: 0001

Location: Active

Location address: 907 W SHARP AVE
SPOKANE WA 99201-2519

Mailing address: 12722 NE AIRPORT WAY
PORTLAND OR 97230-1027

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Minor Work Permit				Active	Sep-30-2023	Sep-08-2022
Spokane General Business	T12066215BUS			Active	May-31-2023	Oct-15-2012

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

Governing people	Title
CHRISTIANSEN, DAVID	Vice President
MAENZA, LOUISE	
SCOTT, RANDY	President

Registered Trade Names

Registered trade names	Status	First issued
CROWD MANAGEMENT SERVICES	Active	Apr-13-2022
DEPT OF LICENSING BRANCH OFFICE - SECURITY GUARD BUS.	Active	Jan-22-2008

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/3/2022 3:15:35 PM

Agenda Sheet for City Council Meeting of: 10/17/2022		**Date Rec'd**	10/3/2022
		Clerk's File #	OPR 2022-0732
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	
Contact Name/Phone	ERIC OLSEN 835-4505	**Project #**	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	0680 - INTERLOCAL AGREEMENT FOR USE OF TRANSPORT VAN		

Agenda Wording

The Spokane Police Department would like to entered into an interlocal agreement with the Spokane County Sheriffs Office for use of a law enforcement vehicle dedicated to the transport of persons unable to be transported in a traditional vehicle.

Summary (Background)

Spokane County was able to procure a transport van that is to be used to transport disabled persons or those unable to be transported in a police vehicle. The van will remain the property of the County. SPD will be responsible for routine vehicle maintenance and major repairs will be shared equally.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$** 0	**#** N/A
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	OLSEN, ERIC	**Study Session\Other**	PSCHC 10/03/2022
Division Director	OLSEN, ERIC	**Council Sponsor**	CM Cathcart/Bingle
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	HARRINGTON, MARGARET	spdfinance	
For the Mayor	PERKINS, JOHNNIE	eolsen	
Additional Approvals			
Purchasing			

INTERLOCAL AGREEMENT
BETWEEN SPOKANE POLICE DEPARTMENT AND SPOKANE CONTY SHERIFF'S OFFICE

The Prisoner Transport Van

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the City of Spokane, by and through the Spokane Police Department ("SPD"), a general authority Washington law enforcement agency as defined in chapter 10.93 RCW and a division of the City of Spokane, a municipal corporation, having offices for the principal place of business at 1100 West Mallon Avenue, Spokane, Washington 99260, and Spokane County, by and through the Spokane County Sheriff's Office ("COUNTY"), a political subdivision of the State of Washington, having offices for the principal place of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter each individually referred to as "Party" or "Agency" and collectively as the "Parties" or "Agencies".

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Revised Code of Washington ("RCW") 36.01.030, the powers of Spokane County can only be executed through their respective Board of County Commissioners; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington has the care of Spokane County property and management of Spokane County funds, and the Board of County Commissioners of Stevens County, Washington has the care of Stevens County property and the management of Stevens County funds; and

WHEREAS, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff (referred to herein as "COUNTY") is the chief law enforcement and conservator of the peace of Spokane County; and

WHEREAS, pursuant to the provisions of chapter 10.93 RCW, the SPD is a general authority Washington law enforcement agency charged with keeping the peace of the City of Spokane, Washington, a municipal corporation duly operating within the confines of Spokane County, Washington; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, public agencies may contract with each other to perform certain functions which each may legally perform for the purposes of a mutually advantageous joint or cooperative action; and

WHEREAS, the SPD and the COUNTY have a longstanding partnership in coordinating resources for the delivery of law enforcement services in Spokane County and surrounding areas; and

WHEREAS, SPD and COUNTY have identified the need for a common law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in the back of a police vehicle to jail; and

WHEREAS, the COUNTY was able to procure such a vehicle, namely a Prisoner Transport Van (the "Van"), and is willing to share responsibilities and utilization of the Van with SPD;

WHEREAS, SPD and COUNTY are mutually desirous of entering in this Agreement for the purpose of outlining the terms of conditions of sharing said Van

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SPD and COUNTY agree as follows:

I. PURPOSE

The purpose of this Agreement is to outline the mutual agreement between the City of Spokane Police Department ("SPD") and the Spokane County Sheriff's Office ("COUNTY") regarding the utilization of the Prisoner Transport Van (the "Van").

A. Background

The Van was purchased from federal surplus by COUNTY and in making said Van operational, additional equipment and cosmetic repairs were completed at the expense of COUNTY. The total cost to purchase and equip the Van was approximately $11,000.00 USD. The Van is solely owned (registered and legally titled), and shall remain owned during the term of this Agreement, by COUNTY.

B. Intended Use

The Van was obtained to address the emergent need for patient transport services, including without limitation the transport of disabled persons and/or persons not suitable for transport in the back of a police vehicle to jail. This use as described herein is the sole and limited intended use of the Van. Any other use must be expressly authorized and approved in writing by a Captain or higher ranking official from COUNTY. The Van shall solely be used for the non-medical transport to jail and/or court proceedings as needed.

II. TERM

This Agreement shall commence September 1, 2022, and continue through December 31, 2026, unless terminated earlier in accordance with Section VIII herein, and may thereafter be renewed by mutual decision of the Parties evidenced by a writing and executed with the same formalities as this Agreement.

III. RESPONSIBILITIES OF THE PARTIES.

A. Maintenance and Storage

The Van shall be parked and stored in a mutually agreed upon location near or in the Public Safety Building. The SPD Fleet staff shall maintain all the maintenance records for the Van and shall be responsible for ensuring that all the routine maintenance (ie. oil changes, windshield repair, and other minor work required due to ordinary wear and tear) is performed in a timely and reasonable manner, and that the Van remains in working order, at a high level of cleanness, safety, and mechanical soundness. In the event the Van requires a major repair (ie. those repairs which are not due to ordinary wear and tear), then SPD and the COUNTY shall share equally in the cost of repairing the Van to full working order, at a high level of cleanness, safety, and mechanical soundness.

The SPD shall provide a fuel fob to be kept on the keychain for utilizing the City Filling Station, located at the DEM Building Garage. The Van's fuel gage shall at all times read greater than three-quarters (3/4) tank and shall be refueled, as soon as possible, once the Van's fuel gage reaches three three-quarters (3/4) tank at any time.

In the event the Van requires repair or maintenance, the SPD Shift Sergeant shall notify the SPD Fleet Manager Dan Hayes at (509) 610-9445 or DHayes@SpokanePolice.org, as soon as possible.

In the event the Van requires decontamination for any reason (ie. due to hazmat or other chemical, radiological, or biological contamination), it will be the sole responsibility of the Agency who was in control of the Van at the time of the contamination to ensure the Van is properly cleaned and restored to full working order, at a high level of cleanness, safety, and mechanical soundness and thereafter placed back into service as soon as possible.

B. Required Training

Prior to using the Van, all commissioned staff from both Agencies who require access to the Van shall receive roll call training on how to locate the keys, the procedures for operating the wheelchair lift, standard functions of the vehicle, as well as refueling and maintenance notification procedures.

C. Check Out Procedure

A sign-out sheet will be placed near the location where the Van is parked at all times. Whenever Agency personnel utilizes the Van, said personnel shall sign the Van out and provide a contact number where that person can be reached. Use of the Van by Agency personnel is strictly contingent upon signing the sign-out sheet and providing any required information. Any failure of Agency personnel to sign the required sign-out sheet shall constitute a material breach of this Agreement.

D. Vehicle Readiness

All Agency personnel who use the Van shall:

1. Return it to its original storage location, located at the DEM Building Garage, when not in use;
2. Maintain/return/leave the Van in a manner that ensures that it can be quickly deployed (ie. the Van is left with at least 3/4 tank of gas and that all personal equipment is removed);
3. Inspect the Van in its entirely before and after each use to ensure that anyone transported did not leave a weapon or contraband;
4. Ensure the interior and the exterior of the Van remain clean and free of any trash, waste, or other similar materials; and
5. Immediately notify the SPD Fleet Staff in Section II of this Agreement in the event of any mechanical issue with the Van or if any other problems arise.

If either Agency has to put the vehicle "out of service" due to a mechanical issue or other reason (decontamination, collision, etc.), the Shift Supervisor of the responsible Agency shall notify: (1) SPD Fleet Staff, (2) the COUNTY Patrol Division Commander, and (3) the SPD Patrol Division Commander; so they can notify their staff. When the Van is back "in service", these three individuals shall be notified again as to the restoration of "in service" status.

E. Vehicle Modifications

The Van shall not in any way be altered from its original state unless the COUNTY Fleet Manager expressly approves said modifications in writing. At no time shall any Agency equipment be kept in the Van, other than that approved in writing by the COUNTY Fleet Manager, and the Van shall not be used for any purpose other than it's intended use.

IV. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

Spokane Police Department	**Spokane County Sheriff's Office**
Major Eric Olsen Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: eolsen@spokanepolice.org P: (509) 835-4505	Undersheriff Mike Kittilstved Spokane County Sheriff's Office Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: mkittilstved@spokanesheriff.org P: (509) 477-3355

V. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane Police Department	**Spokane County Sheriff's Office**
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Ozzie Knezovich Sheriff Spokane County Sheriff's Office Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: oknezovich@spokanesheriff.org P: (509) 477-3277

VI. INSURANCE.

A. Spokane Police

The City is self-funded for its liability exposures including General Liability and Automobile Liability ($1.5 Million SIR) as well as Workers' Compensation ($1.5 Million SIR). The City also carries excess General Liability Insurance to $15 Million and excess Workers' Compensation Insurance to $10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program. The City shall furnish written evidence of its self-insurance to the COUNTY within 30 days of the Agreement becoming effective.

B. Spokane County Sheriff

The County is Self-insured for Workers Compensation ($1 Million SIR) and certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Memorandum of Coverage Document (MLC). Claims submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers

and agents and/or actions in connection with or incidental to the performance of this Agreement which the County and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or County.

The Pool's liability coverage limits of $10,000,000, per occurrence, provide coverage for general, auto, employment liability as well as liability stemming from errors and omissions and exceed limits required by the Agreement and have Excess Liability Insurance Policy covers all operations and applies over the Pool's primary liability coverage layer. The Pool's MLC will respond to the same extent as if an insurance policy had been purchased naming the City of Spokane as a named insured.

Liability coverage afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

The County will furnish the City a Memorandum of Liability Coverage document within 30 days of the Agreement becoming effective. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

VII. INDEMNIFICATION.

The Agency using the Van at that time shall be responsible for any damage, repair, liability, and any other legal issues that arise from its use.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or SPD employees or agents while performing work authorized under this Agreement, the parties agree as follows:

A. COUNTY shall protect, defend, indemnify, and hold harmless the SPD, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY shall not be required to indemnify, defend, or save harmless the SPD if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the SPD. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

B. SPD shall protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The SPD shall not be required to indemnify, defend, or save

harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

For this purpose, the COUNTY and SPD, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the SPD or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement. it is understood that in such matters they are acting solely as agents of their respective agencies.

VIII. TERMINATION.

This Agreement may be terminated for or without cause, in whole or in part, for convenience, or for any reason whatsoever by either Party by submitting a written Notice of Termination to the other Party in accordance with Section V herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

IX. COMPLIANCE WITH LAWS.

The Parties shall observe all applicable local, state, and federal laws, regulations, orders, writs, injunctions, and/or decrees, to the extent that they may be applicable to the terms of this Agreement.

X. GOVERNING LAW; VENUE.

This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

XI. ASSIGNMENT.

Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

XII. ENTIRE AGREEMENT.

This written Agreement, together with the Exhibits attached hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.

XIII. MODIFICATION.

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

XIV. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

XV. NONDISCRIMINATION.

During the performance of this Agreement, the Parties, their employees, and agents shall not discriminate against any person on the basis of race; religion; color; sex; gender identity and expression; medical conditions related to any sensory, mental, or physical condition; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law. The Parties agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

XVI. ETHICAL PRACTICES.

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

XVII. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

XVIII. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section I above.

B. Duration. See Section II above.

C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. Responsibilities of the Parties. See provisions in Section III above.

E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the Spokane County Sheriff shall file this Agreement in accordance with its usual procedures.

F. Financing. There are no anticipated budget impacts arising from this Agreement.

G. Termination. See Section VIII above.

XIX. CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement and the other documents listed in this Agreement as Exhibits, and all modifications and change orders issued subsequent thereto. These form a contract, and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control, and the order of precedence will be in the order listed. An enumeration of the contract documents is as follows:

1. This Agreement; and
2. Amendments or Modifications to this Agreement.

XX. REMEDIES.

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXI. DISPUTE RESOLUTION.

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure ("DRP"), designated representatives of each Party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one Party gives written notice to the other by certified mail, personal, or electronic service. Such notice shall identify the dispute or controversy with particularity and state that the Party is commencing this Level 1 procedure to resolve the dispute. After receipt of such notice the Parties shall meet either in person or through electronic means. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.

Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each Party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator in Spokane County, Washington to aid the Parties in resolving the dispute or controversy. The mediator shall be a licensed attorney in the State of Washington and not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location. The Parties shall act in good faith as to resolving disputes through mediation.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either Party may bring suit in in the courts of competent jurisdiction within Spokane County, Washington.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

XXII. WAIVER.

No officer, employee, agent or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to

require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

XXIII. ASSIGNMENT AND DELEGATION.

No Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the express written consent of the other Party.

XXIV. NO THIRD-PARTY BENEFICIARIES.

This Agreement is intended for the benefit of the Spokane County, School District, Stevens County, and COUNTY and not for the benefit of any third-parties.

XXV. SUBCONTRACTS.

Except as otherwise provided herein, a Party shall not enter into subcontracts for any of the work to be performed under this Agreement without obtaining express written approval from each Party to this Agreement.

XXVI. SEVERABILITY.

Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

XXVII. FORCE MAJEURE.

Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public enactments, labor disputes, or other circumstances which cannot be forecast or provided against.

XXVIII. TIME IS OF THE ESSENCE.

Time is and will be of the essence for each term and provision of this Agreement.

XXIX. HEADINGS.

The section headings appearing in this Agreement have been inserted solely for convenience and ready reference. In no way do they purport to, and shall not be deemed

to, define, limit, or extend the scope or intent of the sections to which they appertain.

XXX. COOPERATION.

The Parties agree to cooperate and work together to the best of their abilities to effectuate the purpose of this Agreement.

XXXI. EXECUTION AND APPROVAL.

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of this _____ day of _____ 2022.

SPOKANE POLICE DEPARTMENT	**SPOKANE COUNTY**
By: Craig Meidl Title: Chief of Police	Mary L. Kuney, Chair
Date: _____	Al French, Vice-Chair
	Josh Kerns, Commissioner
Attest:	Attest:
By: Terri Pfister Title: City Clerk	By: Ginna Vasquez Title: Clerk of Spokane County
Date: _____	Date: _____
Approved as to form:	Sheriff:
By: Lynden Smithson Title: City Attorney	Ozzie Knezovich, Spokane County Sheriff
Date: _____	Date: _____

Committee Agenda Sheet
Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart and Councilmember Bingle
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Interlocal Agreement for use of transport van
Summary (Background)	The City of Spokane Police Department and the Spokane County Sheriffs Office identified a common need of a law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in a police vehicle. SCSO was able to procure a transport van and is willing to share responsibilities and utilization of the van with SPD. SPD and the City will be responsible for routine vehicle maintenance and major repairs will be shared equally. The van will remain the property of the County. Agreement term 9/1/2022 to 12/31/2026.
Proposed Council Action & Date:	Approval of interlocal ageement

Fiscal Impact:
Total Cost: $0
Approved in current year budget? ☐ Yes ☐ No ■ N/A

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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?

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

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

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	8/17/2022
		Clerk's File #	CPR 2022-0002
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	LEONARD DAVIS 625-6028	Project #	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-CLAIMS-2022		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/7/2022. Total:$14,780,771.19 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$13,945,033.61

Summary (Background)

Pages 1-35 Check numbers: 589451 - 589580 ACH payment numbers: 108079 - 108318 On file for review in City Clerks Office: 35 Page listing of Claims Note:

Lease? NO Grant related? Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 13,945,033.61	# 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			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	464,108.48
1100	STREET FUND	226,958.04
1200	CODE ENFORCEMENT FUND	11,366.29
1300	LIBRARY FUND	36,765.29
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	564.78
1400	PARKS AND RECREATION FUND	56,572.10
1425	AMERICAN RESCUE PLAN	252.71
1460	PARKING METER REVENUE FUND	14,801.05
1590	HOTEL/MOTEL TAX FUND	596,993.42
1620	PUBLIC SAFETY & JUDICIAL GRANT	69,613.91
1625	PUBLIC SAFETY PERSONNEL FUND	11,304.41
1630	COMBINED COMMUNICATIONS CENTER	32,093.34
1680	CD/HS OPERATIONS	9,462.78
1910	CRIMINAL JUSTICE ASSISTANCE FD	359,408.41
1950	PARK CUMULATIVE RESERVE FUND	3,222.98
1970	FIRE/EMS FUND	374,975.49
3200	ARTERIAL STREET FUND	506,618.16
4100	WATER DIVISION	105,867.53
4250	INTEGRATED CAPITAL MANAGEMENT	1,738,758.87
4300	SEWER FUND	661,583.30
4480	SOLID WASTE FUND	319,594.64
4600	GOLF FUND	8,963.62
4700	DEVELOPMENT SVCS CENTER	31,411.25
5100	FLEET SERVICES FUND	232,042.50
5200	PUBLIC WORKS AND UTILITIES	9,270.06
5300	IT FUND	177,189.88
5310	IT CAPITAL REPLACEMENT FUND	75,205.69
5400	REPROGRAPHICS FUND	7,749.13
5500	PURCHASING & STORES FUND	4,181.76
5600	ACCOUNTING SERVICES	22,634.27
5700	MY SPOKANE	5,500.60
5750	OFFICE OF PERFORMANCE MGMT	3,749.18
5800	RISK MANAGEMENT FUND	695,150.24
5810	WORKERS' COMPENSATION FUND	315,808.34
5820	UNEMPLOYMENT COMPENSATION FUND	579.40
5830	EMPLOYEES BENEFITS FUND	1,567,454.90
5900	FACILITIES MANAGEMENT FUND OPS	7,467.15
5903	PROPERTY ACQUISITION FIRE	4,954.18
6060	EMPLOYEES' RETIREMENT FUND	2,299.64
6070	FIREFIGHTERS' PENSION FUND	15,755.56
6080	POLICE PENSION FUND	13,467.05
6255	LAW ENFORCEMENT RECORDS MGMT	21,309.00
6730	PARKING & BUSINESS IMPROV DIST	124,009.59
6960	SALARY CLEARING FUND NEW	3,918,477.37
	TOTAL:	12,865,516.34

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,301.65		65.46
00589451	WEST ONE PLUMBING LLC	15.00		
00589452	SPOKANE PUBLIC SCHOOLS	3,242.79		
00589453	MURPHY 12 LLC	140.00		
00589454	MAINSTREAM ELECTRIC LLC	77.00		
00589455	MAINSTREAM ELECTRIC LLC	66.00		
00589456	MAINSTREAM ELECTRIC LLC	15.00		
00589457	MAINSTREAM ELECTRIC LLC	15.00		
00589458	KALIN EXCAVATION	150.00		
00589459	DAVID TUCKER CONSTRUCTION LL	4,970.91		
00589460	BROSVIK INC	75.00		
00589461	TERRA BELLA (GRANT KELLER)	15.00		
00589462	PERFORMANCE RADIATOR PACIFIC	1,706.94		
00589463	SIX ROBBLEES INC	1,421.03		
00589464	TRUCKPRO HOLDING CORPORATION	254.89		
00589465	ABADAN REPROGRAPHICS	22.75		
00589466	AIRGAS SPECIALTY PRODUCTS IN	26,994.17		
00589467	DGT ENTERPRISES LLC	5,495.00		
00589468	KARRIE DIANA	211.50		
00589469	JAMES A DYKES	344.00		
00589470	RAYMOND FOSTER	207.50		
00589471	OLIN CORPORATION	14,107.59		
00589472	BRANDON PASCHAL	172.50		
00589473	SWANA	1,515.00		
00589474	UNITED RENTALS NW INC	3,179.30		
00589475	WASHINGTON LEOFF	10,548.18		
00589477	SERVPRO OF NORTHWEST & SOUTH			13,080.00
00589478	CENTURYLINK	281.53		
00589479	DGT ENTERPRISES LLC	1,300.00		
00589481	TAYLOR ODELL	75.00		
00589482	AARON PANTOJA	640.20		
00589483	SHANNON DRAPER	76.00		
00589484	T-MOBILE	14.44		
00589485	WA STATE DEPT/TRANSPORTATION	500.00		
00589486	WA STATE DEPT OF LICENSING	17,022.00		
00589487	WA STATE DEPT OF LICENSING	4,287.00		
00589488	CENTURYLINK		636.76	
00589489	HUMANITIES WASHINGTON		1,500.00	
00589490	LEVEL 3 FINANCING INC		734.60	
00589491	MELISSA BEDFORD		100.00	
00589492	LESLEY CRANE		97.72	
00589493	PEROVICH PARTNERS INC		7,394.96	
00589494	SPOKANE CITY TREASURER		7,741.53	
00589495	WASHINGTON STATE UNIVERSITY		50.00	
00589525	COUGHLIN AUTOMOTIVE LLC	68,145.00		
00589526	DRESSER RAND	73,375.34		
00589527	IRON HORSE LLC	5,856.24		
00589528	JAMAR TECHNOLOGIES INC	2,633.00		
00589529	STEWARTS EXCAVATION &	1,500.00		
00589530	MJ TAKISAKI INC	1,500.00		
00589531	ASSOCIATED CONSTRUCTION INC	449.00		
00589532	ANATOL ROGALSKI	8.66		
00589533	JAMES & MOLLY FRAY	204.54		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00589534	CARR PROPERTIES LLC	232.52		
00589535	MORGAN MEHAFFEY	163.19		
00589536	JUDY VANDERLINDE	2,000.50		
00589537	JACOBS ENGINEERING GROUP	62.26		
00589538	BLUE STAR COUNSELING PLLC	65.00		
00589539	LEGACY BUILDERS CONSTRUCTION	70.00		
00589540	REAL ROOTS COUNSELING PLLC	65.00		
00589541	UNIVAR SOLUTIONS USA INC	3,884.73		
00589542	US POSTMASTER	500.00		
00589543	ADVANCE AUTO PARTS	371.09		
00589544	CHILD SUPPORT SERVICES	938.16		
00589545	DIRECT AUTOMOTIVE DISTRIBUTI	48.43		
00589546	HI-LINE ELECTRIC CO	663.77		
00589547	HUMAN RESOURCES	809.00		
00589548	ICMA RETIREMENT TRUST 457	500,595.11		
00589549	ICMA RETIREMENT TRUST 457 LO	45,659.10		
00589550	ING LIFE INSURANCE & ANNUITY	394,129.90		
00589551	LT & CAPT ASSOCIATION - LTD	715.00		
00589552	NEW JERSEY SUPPORT PAYMENT	162.50		
00589553	OFFICE OF THE ATTORNEY GENER	273.50		
00589554	PEOPLE QUALIFIED COMMITTEE	7.00		
00589555	PRE-PAID LEGAL SERVICES INC	361.14		
00589556	STATE DISBURSMENT UNIT	1,048.02		
00589557	UNITED STATES TREASURY	12.50		
00589558	US BANK OR CITY TREASURER	3,086,202.42		
00589559	VOYA FINANCIAL LOAN REPAYMEN	32.73		
00589560	WA GET PROGRAM	345.00		
00589561	WA STATE SUPPORT REGISTRY OR	16,071.74		
00589562	JUNE WALLACE	6,244.25		
00589563	WESTERN STATES POLICE MEDICA	1,950.00		
00589564	WSCCCE, AFSCME, AFL-CIO	270.90		
00589565	CALE AMERICA INC			859.09
00589566	CENTURYLINK			971.38
00589567	DESERT JEWELS NURSERY			482.37
00589568	KARI CARUSO			6.50
00589569	PEGGY MENDENHALL			98.00
00589570	ESTATE OF LISA SHIMEK			13.00
00589571	ESTATE OF LISA SHIMEK			13.00
00589572	SHAWNA THORNTON			52.00
00589573	SHAWNA THORNTON			52.00
00589574	SHAWNA THORNTON			52.00
00589575	MARIE WICKESSER			6.50
00589576	LAW OFFICES OF JOSHUA P MAUR			545.00
00589577	M & L SUPPLY CO INC			948.16
00589579	SPOKANE CITY TREASURER			4,052.87
00589580	TERRABELLA INC			30,676.38
80108079	ALS LABORATORY GROUP	1,800.00		
80108080	DALLY ENVIRONMENTAL LLC	2,064.79		
80108081	FASTENAL CO	1,380.25		
80108082	FRONTIER BEHAVIORAL HEALTH	12,662.75		
80108083	GOODWILL INDUSTRIES OF THE	398,631.30		
80108084	THE GUARDIANS FOUNDATION INC	79,879.90		
80108085	INTERFAITH HOSPITALITY	62,884.93		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80108086	KATHERINE HOWARD	20,100.00		

80108087	LANDMARK STRUCTURES I LP	1,328,480.30			
80108088	LARIVIERE INC	143,258.17			
80108089	MAX J KUNEY COMPANY	13,500.00			
80108090	NE COMMUNITY CENTER ASSN	24,375.59			
80108091	OIL RE-REFINING CO INC	165.90			
80108092	PAPE MACHINERY INC	21,396.72			
80108093	RWC INTERNATIONAL LTD	286.46			
80108094	THE SALVATION ARMY	41,666.68			
80108095	SPOKANE NEIGHBORHOOD ACTION	88,987.50			
80108096	SOLID WASTE SYSTEMS INC	3,388.97			
80108097	SPOKANE FIRE FIGHTERS BENEFI	794,280.00			
80108098	SPOKANE HOUSE OF HOSE INC	1,084.81			
80108099	BRAD L WHITE	742.35			
80108100	TRANSITIONS DBA TRANSITIONAL	6,751.86			
80108101	TRANSPORT EQUIPMENT INC	20.86			
80108102	TRUTH MINISTRIES OF SPOKANE	59,772.09			
80108103	VERIZON WIRELESS	1,520.44			
80108104	VOLUNTEERS OF AMERICA OF	108,690.68			
80108105	WENDLE FORD NISSAN ISUZU	528.76			
80108106	WESTERN REFUSE & RECYCLING	460.66			
80108107	A1 TREE SERVICE LLC				7,346.60
80108108	ACTION MATERIALS	719.63			
80108109	ALS LABORATORY GROUP	873.00			
80108110	ALSCO DIVISION OF ALSCO INC	743.23			
80108111	NORTHWEST INDUSTRIAL SERVICE				1,055.00
80108112	AVISTA UTILITIES	238.73			
80108113	THE BABCOCK & WILCOX COMPANY	814.54			
80108114	BUDINGER & ASSOCIATES INC				3,872.87
80108115	COEUR D'ALENE SERVICE STATIO	5,279.57			
80108116	COLEMAN OIL COMPANY LLC	4,362.75			
80108117	DESAUTEL HEGE COMMUNICATIONS				3,460.50
80108118	DOPPELMAYER USA INC				89.98
80108119	ELJAY OIL CO INC	1,466.25			
80108120	EUROFINS ENVIRONMENT TESTING	125.50			
80108121	FEDERAL EXPRESS CORP/DBA FED	399.90			
80108122	GARCO CONSTRUCTION INC				579,063.48
80108123	H D FOWLER COMPANY	115,540.00			
80108124	HELFRICH BROTHERS BOILER WOR	3,395.35			
80108125	INLAND ENVIRONMENTAL RESOURC	7,581.35			
80108126	NALCO CO	2,469.81			
80108127	NATIONAL FILTER MEDIA	19,530.08			
80108128	NORCO INC	183.12			
80108129	NORLIFT INC	1,074.25			
80108130	NORTHSTAR CHEMICAL INC	6,018.55			
80108131	NORTHWEST FENCE COMPANY INC				6,498.00
80108132	OXARC INC	4,042.73			
80108133	PETE LIEN & SONS INC	10,074.31			
80108134	COWLES PUBLISHING COMPANY	323.51			
80108135	US BANK OR CITY TREASURER	3,959.81			
80108136	JEANNE FINGER	194.50			
80108137	JACOB P JONES	123.48			
80108138	ANGELA NAPOLITANO	23.40			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80108139	KIMBERLY K ORLOB	1,177.17		
80108140	JAMES H TIEKEN	197.50		
80108141	ABM JANITORIAL SERVICES SOUT	1,160.98		
80108142	NORTHWEST INDUSTRIAL SERVICE	106.28		
80108143	ARAMARK UNIFORM SERVICES	151.64		

80108144	AVISTA UTILITIES		8,292.08		
80108145	A-PRO AUTO BODY AND TOWING	2,714.10			
80108146	THE BABCOCK & WILCOX COMPANY	1,437.84			
80108147	BAKER & TAYLOR BOOKS		6,163.58		
80108148	CENGAGE LEARNING INC		154.14		
80108149	CINTAS CORPORATION NO 3		38.15		
80108150	COLEMAN OIL COMPANY LLC	8,433.34			
80108151	COPIERS NORTHWEST INC	10,643.96			
80108152	DELL MARKETING LP	80,159.87			
80108153	FASTENAL CO	1,977.52			
80108154	GORLEY LOGISTICS LLC	50.74			
80108155	FIRE SYSTEMS WEST INC		310.65		
80108156	FRONTLINE GROUP LLC	35.00			
80108157	HUMANIX HUMAN RESOURCE		1,786.00		
80108158	INGRAM LIBRARY SERVICES LLC		696.38		
80108159	INLAND ELEVATOR LLC	368.54			
80108160	JOHNSON CONTROLS FIRE		1,325.44		
80108161	LIFEWISE ASSURANCE CO	32,573.38			
80108162	LILAC CITY SPRINKLERS		735.75		
80108163	MATHIS STRIPING & SNOWPLOWIN		490.50		
80108164	MCKINSTRY ESSENTION LLC		2,900.00		
80108165	MCKINSTRY CO LLC		1,166.30		
80108166	MK SOLUTIONS INC		15,377.73		
80108167	NAPA AUTO PARTS	518.25			
80108168	WORKSPACE DEVELOPMENT LLC		7,403.53		
80108169	OVERDRIVE INC		9,808.08		
80108170	POINTE PEST CONTROL	130.80			
80108171	PREMERA BLUE CROSS OR	504,653.20			
80108172	TARA DOWD		5,500.00		
80108173	LANCE RHOADES		200.00		
80108174	SPOKANE EMERGENCY PHYSICIANS	7,945.00			
80108175	SPOKANE HARDWARE SUPPLY INC		407.66		
80108176	STRATA GEOTECHNICAL ENGINEER		1,000.00		
80108177	ULINE INC		536.31		
80108178	US BANK CORPORATE TRUST SVCS	1,670.00			
80108179	VERIZON WIRELESS	338.49			
80108180	WILLIAMS TOWING & RECOVERY L	311.47			
80108181	THE WOODSHOP NW LLC		6,006.56		
80108182	REMELISA CULLITAN		49.12		
80108183	AMANDA DONOVAN		161.56		
80108184	LARRY B HUGHES		17.50		
80108185	ANDREW J MILLER		20.62		
80108186	JOSEPH A MOLLOY		14.51		
80108187	NEIL, MASON		56.25		
80108188	3M CO	205.92			
80108189	ALSCO DIVISION OF ALSCO INC				51.45
80108190	NORTHWEST INDUSTRIAL SERVICE				420.00
80108191	ANATEK LABS INC	163.00			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80108192	ARAMARK UNIFORM SERVICES	18.41		
80108193	AVISTA UTILITIES	1,737.60		
80108194	BANK OF NEW YORK MELLON	250.00		
80108195	CLARK'S CONTAINERS LLC	100.01		
80108196	CLEAN ENERGY INC	19,378.91		
80108197	COCHRAN INC	697.60		
80108198	COFFMAN ENGINEERS INC	6,081.42		2,300.00
80108199	COMCAST	64.95		
80108200	STEVE CONNER			10,709.24

80108201	CONTROL SOLUTIONS NW INC	245.26		
80108202	CORINNA REN	2,450.00		
80108203	CHRISTINA COTY	39.96		
80108204	CREEK AT QUALCHAN GOLF COURS			13,123.55
80108205	ALTERNATIVE SERVICE CONCEPTS	27,547.58		
80108206	DESIGN WEST ARCHITECTS PA	6,245.00		
80108207	DW EXCAVATING INC	526,119.10		
80108208	ELECTRONIC DATA COLLECTION	1,926.25		
80108209	FEDERAL EXPRESS CORP/DBA FED	15.29		
80108210	FIRE PROTECTION SPECIALISTS	720.50		
80108211	FIREPOWER INC			327.00
80108212	FLUME INC	1,199.00		
80108213	FOUR SEASONS LANDSCAPING INC	174.03		
80108214	FREIGHT WAY INC			1,200.00
80108215	WINGFOOT COMMERCIAL TIRE	299.19		
80108216	HRA VEBA TRUST	500.00		
80108217	CPM DEVELOPMENT CORP DBA	243,543.57		
80108218	KERSHAWS INC	122.08		
80108219	MAKERS ARCHITECTURE & URBAN	8,410.00		
80108220	MARK ANDY INC	1,537.72		
80108221	MCKINSTRY CO LLC	5,684.35		
80108222	MICHAEL TERRELL LANDSCAPE			3,247.50
80108223	NASH CONSULTING INC	1,200.00		
80108224	LEGEND INVSTMENTS CORP	1,635.00		
80108225	NORTHWEST MOBILE FLAGGING	1,150.00		
80108226	NOVUS AUTO GLASS	914.46		
80108227	OIL RE-REFINING CO INC	278.70		
80108228	PASSPORT LABS INC	6,374.10		
80108229	PEAK 7 ADVENTURES			1,600.00
80108230	NATIONAL EMPLOYERS COUNCIL I	500.00		
80108231	PITNEY BOWES RESERVE ACCOUNT	115,000.00		
80108232	REHN & ASSOCIATES	1,500.00		
80108233	RIVER PARK SQUARE LLC	2,800.00		
80108234	SANDBAGGERS CLUB LLC			11,957.75
80108235	SKIP-LINE INC	25,238.00		
80108236	SKYLINE TREE SERVICE LLC			22,968.00
80108237	SOLID WASTE SYSTEMS INC	10,898.94		
80108238	SPOKANE COUNTY FIRE DIST 10	67,496.96		
80108239	SPOKANE FIRE FIGHTERS BENEFI	16,500.00		
80108240	SPOKANE PUBLIC FACILITIES	596,993.42		
80108241	SPOKANE TRANSIT AUTHORITY	500.00		
80108242	COWLES PUBLISHING COMPANY	219.84		
80108243	T & T GOLF MANAGEMENT INC			18,015.45
80108244	US POSTMASTER	25,000.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80108245	VERIZON WIRELESS	2,699.88		
80108246	WA STATE DEPT/TRANSPORTATION	300.18		
80108247	WA STATE DEPT OF ECOLOGY	104,053.35		
80108248	WCP SOLUTIONS	329.84		
80108249	WSF LLC	3,617.02		
80108250	WILLIS TOWERS WATSON	1,358,773.85		
80108251	INLAND NW AGC APPRENTICESHIP	25,000.00		
80108252	UNIVERSAL PROTECTION SERVICE	333.64		
80108253	AVISTA UTILITIES	35.50		
80108254	BATTERY SYSTEMS INC	1,282.98		
80108255	SPOKANE FIRE FIGHTERS BENEFI	15,296.01		
80108256	BUCHANAN AUTOMATION	39.38		
80108257	BUCK'S TIRE & AUTOMOTIVE	109.00		

80108258	DOWNTOWN SPOKANE PARTNERSHIP	148,947.33			
80108259	CALL2RECYCLE INC	4,337.32			
80108260	CINTAS CORPORATION NO 3	1,176.46			
80108261	COLEMAN OIL COMPANY LLC	82,035.19			
80108262	CORWIN OF SPOKANE LLC	2,938.89			
80108263	CUMMINS NORTHWEST LLC	21,827.39			
80108264	DATA DIMENSIONS LLC	300.00			
80108265	DELTA DENTAL OF WASHINGTON	34,578.88			
80108266	DIGNITARY PROTECTION TEAM FU	125.00			
80108267	GWP HOLDINGS LLC	7,190.14			
80108268	EDU MEMBERSHIP FUND	20.00			
80108269	EUROFINS ENVIRONMENT TESTING	2,009.00			
80108270	EVERGREEN STATE TOWING LLC	429.46			
80108271	FASTENAL CO	18,765.40			
80108272	FLEET PAINTING INC	1,618.65			
80108273	GALLS LLC				33.57
80108274	BRIDGESTONE AMERICAS INC	11,210.67			
80108275	WINGFOOT COMMERCIAL TIRE	503.12			
80108276	GORDON TRUCK CENTERS INC DBA	909.43			
80108277	POLICE GUILD LEGAL DEFENSE	628.00			
80108278	HRA VEBA TRUST	57,848.50			
80108279	HYDRAULICS PLUS INC	4,508.29			
80108280	INDUSTRIAL BOLT & SUPPLY INC	741.89			
80108281	INLAND PACIFIC HOSE & FITTIN	67.35			
80108282	INT'L ASSN OF FIREFIGHTERS/	161,817.94			
80108283	KAISER FOUNDATION HEALTH PLA	136,519.37			
80108284	KENWORTH SALES COMPANY	696.19			
80108285	LAWRENCE B STONE PROPERTIES	26,752.50			
80108286	GEOCKO INC.	19,844.62			
80108287	LT & CAPT ASSOCIATION	2,015.00			
80108288	LTS & CPTS LEGAL DEFENSE FUN	44.00			
80108289	M & P ASSOCIATION	2,695.08			
80108290	MCKINSTRY CO LLC				3,646.05
80108291	MOTION AUTO SUPPLY	2,091.78			
80108292	MURL'S DRIVELINE SERVICE	523.69			
80108293	NAPA AUTO PARTS	2,669.81			
80108294	OIL RE-REFINING CO INC	288.00			
80108295	OSBORN CONSULTING INC	9,826.50			
80108296	PLANET TURF				2,470.91
80108297	SPOKANE POLICE GUILD	24,675.85			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80108298	REHN & ASSOCIATES	21,713.64		
80108299	ROBERT HALF INTERNATIONAL IN	6,300.46		
80108300	SECOND HARVEST FOOD BANK OF	6,792.12		
80108301	SPOKANE POLICE BENEFIT ASSOC	577.50		
80108302	SPOKANE POLICE CHAPLAIN	3,095.50		
80108303	SPOKANE POLICE K-9 MEMBERSHI	90.00		
80108304	SPOKANE COUNTY TREASURER	359,462.41		
80108305	SPOKANE FIRE FIGHTERS BENEFI	33,043.20		
80108306	SPOKANE INT'L AIRPORT	34,580.88		
80108307	SPOKANE POLICE GUILD FRATERN	904.89		
80108308	COWLES PUBLISHING COMPANY	146.23		
80108309	STARPLEX CORP	27,337.50		
80108310	SPOKANE POLICE SWAT TEAM	370.00		
80108311	SPOKANE POLICE TACTICAL TEAM	638.00		
80108312	AARON THEISEN			750.00
80108313	UNITED WAY	343.50		
80108314	US BANK TRUST NA	952,254.24		

80108315	VOLUNTEERS OF AMERICA OF	43,948.79		
80108316	WA ST COUNCIL OF CITY & COUN	28,300.07		
80108317	WA STATE DEPT/TRANSPORTATION			683.00
80108318	YFA CONNECTIONS	6,249.99		
		13,945,033.61	88,873.97	746,863.61
	CITYWIDE TOTAL:			14,780,771.19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

BLUE STAR COUNSELING PLLC JEFFERY CLARK	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00589538	65.00
DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO. - 80108258	25,000.00
LEGACY BUILDERS CONSTRUCTION LLC	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00589539	70.00
REAL ROOTS COUNSELING PLLC BRITTNI CAPPS	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00589540	65.00
SPOKANE COUNTY FIRE DIST 10	CONTRACTUAL SERVICES ACH PMT NO. - 80108238	67,496.96
US BANK CORPORATE TRUST SVCS	OTHER MISC CHARGES ACH PMT NO. - 80108178	1,670.00
TOTAL FOR 0020 - NONDEPARTMENTAL		94,366.96

0030 - POLICE OMBUDSMAN

CHRISTINA COTY	PUBLICATIONS ACH PMT NO. - 80108203	39.96
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	127.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	887.85
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	1,163.82
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,494.25

0100 - GENERAL FUND

DAVID TUCKER CONSTRUCTION LLC PO BOX 48282	PERMIT REFUNDS PAYABLE CHECK NO. - 00589459	4,970.91
DESIGN WEST ARCHITECTS PA	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80108206	6,245.00
KALIN EXCAVATION 14212 N MARKET ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00589458	150.00
SPOKANE PUBLIC SCHOOLS ATTN ACCOUNTING	PERMIT REFUNDS PAYABLE CHECK NO. - 00589452	3,242.79

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0100 - GENERAL FUND	14,608.70

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	780.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	2,818.56
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	3,791.42
TOTAL FOR 0230 - CIVIL SERVICE		7,389.98

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	280.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	1,295.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	1,787.03
TOTAL FOR 0260 - CITY CLERK		3,362.38

0300 - HUMAN SERVICES

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	32.64
TOTAL FOR 0300 - HUMAN SERVICES		32.64

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	2,027.58
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	5,938.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	7,799.07
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	1,172.39
TOTAL FOR 0320 - COUNCIL		16,937.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	505.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	2,403.44

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	3,161.92
	TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	6,070.36

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80108192	18.41
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	174.01
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80108209	5.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	3,153.06
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING ACH PMT NO. - 80108225	82.14
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	14,757.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	19,600.42
	TOTAL FOR 0370 - ENGINEERING SERVICES	37,791.23

0410 - FINANCE

BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	BANK FEES ACH PMT NO. - 80108194	250.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	745.00
ROBERT HALF INTERNATIONAL INC dba: ACCOUNTEMPS;OFFICETEAM	CONTRACTUAL SERVICES ACH PMT NO. - 80108299	6,300.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	3,015.35
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	3,944.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	191.38
	TOTAL FOR 0410 - FINANCE	14,446.79

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	86.25

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	520.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	702.06
	TOTAL FOR 0430 - GRANTS MANAGEMENT	1,308.56

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	873.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	1,159.97
	TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS	2,208.20

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	565.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	747.51
	TOTAL FOR 0470 - HISTORIC PRESERVATION	1,472.92

0480 - OFFICE OF CIVIL RIGHTS

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	222.04
	TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS	222.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0500 - LEGAL

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	372.76
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	1,640.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	9,216.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	12,103.56

TOTAL FOR 0500 - LEGAL		23,332.55

0520 - MAYOR

COCHRAN INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108197	697.60
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	140.81
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	200.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	1,585.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	1,428.90
TOTAL FOR 0520 - MAYOR		4,052.33

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	644.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	857.14
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	128.21
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,705.01

0560 - MUNICIPAL COURT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80108199	64.95
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	932.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	1,880.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80108304	54.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80108252	333.64
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	8,515.73
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80108314	11,687.88
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	554.32
	TOTAL FOR 0560 - MUNICIPAL COURT	24,022.75

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	543.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	745.71
	TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER	1,448.90

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	322.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	1,448.29
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	1,710.20
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	242.15
	TOTAL FOR 0620 - HUMAN RESOURCES	3,723.14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80108242	100.73
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	820.00
MAKERS ARCHITECTURE & URBAN DESIGN LLP	CONTRACTUAL SERVICES ACH PMT NO. - 80108219	8,410.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	3,607.74
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	4,779.09
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	42.64
	TOTAL FOR 0650 - PLANNING SERVICES	17,760.20

0680 - POLICE

ANGELA NAPOLITANO	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80108138	79.40
ANGELA NAPOLITANO	PER DIEM ACH PMT NO. - 80108138	56.00-
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE ACH PMT NO. - 80108145	2,714.10
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	300.00
FOUR SEASONS LANDSCAPING INC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80108213	174.03
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	76,117.36
JACOB P JONES	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80108137	123.48
REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80108232	1,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	44,759.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	27,302.65
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00589475	2,533.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00589563	975.00
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80108180	311.47
TOTAL FOR 0680 - POLICE		156,834.25

0690 - COMMUNITY JUSTICE SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	197.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	975.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	3,594.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	4,871.52
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108179	85.28

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES		9,723.53

0700 - PUBLIC DEFENDER

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80108141	1,160.98
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	318.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	1,130.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	6,313.40
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	8,180.22
TOTAL FOR 0700 - PUBLIC DEFENDER		17,102.83

0750 - COMMUNITY/ECONOMIC DEV DVSN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	175.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	644.80

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	871.08
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		1,690.88

1100 - STREET FUND

3M CO	OPERATING SUPPLIES ACH PMT NO. - 80108188	205.92
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	510.89
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONTRACTUAL SERVICES ACH PMT NO. - 80108134	111.69
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	665.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	4,061.00
JAMAR TECHNOLOGIES INC	MINOR EQUIPMENT CHECK NO. - 00589528	2,633.00
JAMES A DYKES	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00589469	252.50
JAMES A DYKES	PER DIEM	

	CHECK NO. - 00589469	91.50
LARIVIERE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80108088	143,258.17
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING ACH PMT NO. - 80108225	246.43
SKIP-LINE INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80108235	25,238.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	20,479.32
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	26,906.12
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	2,061.53
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	236.97
TOTAL FOR 1100 - STREET FUND		226,958.04

1200 - CODE ENFORCEMENT FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108195	100.01
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	850.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	4,417.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	5,999.10
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		11,366.29

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	1,985.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	15,049.20
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	19,731.09
TOTAL FOR 1300 - LIBRARY FUND		36,765.29

1360 - MISCELLANEOUS GRANTS FUND

DESIGN WEST ARCHITECTS PA	BUILDING IMPROVEMENTS ACH PMT NO. - 80108206	6,245.00

DESIGN WEST ARCHITECTS PA	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80108206	6,245.00-
	TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND	0.00

1380 - TRAFFIC CALMING MEASURES

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108217	489.78
TAYLOR ODELL 3727 E 13TH AVE	PHOTO RED FINES CHECK NO. - 00589481	75.00
	TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	564.78

1400 - PARKS AND RECREATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	315.64

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	975.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80108209	10.07
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	4,590.00
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING ACH PMT NO. - 80108225	328.57
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	25,022.90
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	25,329.92
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	56,572.10

1425 - AMERICAN RESCUE PLAN

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	252.71
	TOTAL FOR 1425 - AMERICAN RESCUE PLAN	252.71

1460 - PARKING METER REVENUE FUND

ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80108208	1,926.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	630.00

PASSPORT LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80108228	6,374.10
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	2,478.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	3,392.01
	TOTAL FOR 1460 - PARKING METER REVENUE FUND	14,801.05

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80108240	596,993.42
	TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND	596,993.42

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1620 - PUBLIC SAFETY & JUDICIAL GRANT

COUGHLIN AUTOMOTIVE LLC dba COUGHLIN CHEVROLET OF	VEHICLES CHECK NO. - 00589525	68,145.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	1,027.14
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	385.15
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	47.07
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00589475	9.55
	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	69,613.91

1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	2,637.13
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589550	3,991.54
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80108241	500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	3,399.83
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	775.91
	TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND	11,304.41

1630 - COMBINED COMMUNICATIONS CENTER

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	169.07
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	818.31
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589550	5,108.58
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80108239	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	11,832.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	13,164.52
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		32,093.34

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	468.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	4,168.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	4,825.55
TOTAL FOR 1680 - CD/HS OPERATIONS		9,462.78

1910 - CRIMINAL JUSTICE ASSISTANCE FD

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80108304	359,408.41
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		359,408.41

1950 - PARK CUMULATIVE RESERVE FUND

COFFMAN ENGINEERS INC	LANDSCAPING AND IRRIGATION ACH PMT NO. - 80108198	3,222.98
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		3,222.98

1970 - FIRE/EMS FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00589478	281.53
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80108150	8,433.34

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80108201	245.26
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	718.15
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589479	1,350.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80108153	1,505.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80108216	500.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	34,999.74
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589550	172,084.85
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80108167	78.43
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108167	439.82
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80108170	130.80
SHANNON DRAPER DHILLON PROPERTIES WA	PERMIT REFUNDS PAYABLE CHECK NO. - 00589483	76.00
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80108174	7,945.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80108239	15,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	116,217.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	6,464.11
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00589475	8,005.11
TOTAL FOR 1970 - FIRE/EMS FUND		374,975.49

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00589465	22.75
AVISTA UTILITIES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108193	1,737.60
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108242	223.95

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80108217	243,053.79
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108207	261,279.89
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108246	300.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND	506,618.16

4100 - WATER DIVISION

AARON PANTOJA 911 E BROAD AVE	REFUNDS CHECK NO. - 00589482	122.73
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80108191	163.00
ANATOL ROGALSKI 12504 VEHICLE BLVD	REFUNDS CHECK NO. - 00589532	8.66
CARR PROPERTIES LLC 13771 PENINSULA RD	REFUNDS CHECK NO. - 00589534	178.37
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	453.61
CORINNA REN DBA THE PNW DREAM	CONTRACTUAL SERVICES ACH PMT NO. - 80108202	2,450.00
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	600.00
FLUME INC	CONTRACTUAL SERVICES ACH PMT NO. - 80108212	1,199.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	7,665.00
JAMES & MOLLY FRAY 2405 W CASCADE WAY	REFUNDS CHECK NO. - 00589533	204.54
JEANNE FINGER	PER DIEM ACH PMT NO. - 80108136	194.50
JUDY VANDERLINDE 3326 N MILTON ST	REFUNDS CHECK NO. - 00589536	2,000.50
KARRIE DIANA	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00589468	120.00
KARRIE DIANA	PER DIEM CHECK NO. - 00589468	91.50
MJ TAKISAKI INC 1620 N MAMER RD	REFUNDS CHECK NO. - 00589530	1,500.00
MORGAN MEHAFFEY 4999 PATRIOT WAY	REFUNDS CHECK NO. - 00589535	163.19
NORTHWEST MOBILE FLAGGING	REGISTRATION/SCHOOLING	

ACADEMY	ACH PMT NO. - 80108225	246.43
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80108132	4,042.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RAYMOND FOSTER	PER DIEM CHECK NO. - 00589470	207.50
STEWARTS EXCAVATION & CONSTRUCTION LLC	REFUNDS CHECK NO. - 00589529	1,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	35,530.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	47,225.76
TOTAL FOR 4100 - WATER DIVISION		105,867.53

4250 - INTEGRATED CAPITAL MANAGEMENT

AARON PANTOJA 911 E BROAD AVE	REFUNDS CHECK NO. - 00589482	160.90
CARR PROPERTIES LLC 13771 PENINSULA RD	REFUNDS CHECK NO. - 00589534	41.15
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108198	2,858.44
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108134	106.98
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108207	264,839.21
H D FOWLER COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108123	115,540.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	790.00
LANDMARK STRUCTURES I LP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108087	1,328,480.30
LEGEND INVSTMENTS CORP DBA NATIONAL BARRICADE CO OF	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108224	1,635.00
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108089	13,500.00
RIVER PARK SQUARE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80108233	1,800.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	3,563.87
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	4,860.37
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108179	82.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00589485	500.00
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		1,738,758.87

4300 - SEWER FUND

AARON PANTOJA 911 E BROAD AVE	REFUNDS CHECK NO. - 00589482	195.50
TOTAL FOR 4300 - SEWER FUND		195.50

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80108108	719.63
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80108110	372.84
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	270.60
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	650.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	2,255.00
IRON HORSE LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00589527	5,856.24
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING ACH PMT NO. - 80108225	164.29
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	10,148.42
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	13,397.55
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108249	3,617.02
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		37,451.59

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80108109	2,673.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80108112	224.82

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80108112	13.91
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80108116	4,362.75
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	427.75
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80108080	1,032.40
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	310.00
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80108120	125.50
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80108121	399.90
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80108154	50.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	6,285.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80108125	7,581.35
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80108221	5,684.35
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80108126	2,469.81
NORLIFT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108129	1,074.25
NORTHWEST MOBILE FLAGGING ACADEMY	REGISTRATION/SCHOOLING ACH PMT NO. - 80108225	82.14
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80108227	278.70
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES CHECK NO. - 00589471	14,107.59
T-MOBILE	TELEPHONE CHECK NO. - 00589484	14.44
UNIVAR SOLUTIONS USA INC DBA UNIVAR USA INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00589541	3,884.73
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	29,123.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	39,595.46

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80108103	1,139.29
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80108250	255,991.78
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		376,933.63

4330 - STORMWATER

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80108110	370.39
DALLY ENVIRONMENTAL LLC	TESTING SERVICES ACH PMT NO. - 80108080	1,032.39
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	360.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	1,470.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	5,107.04
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	6,889.24
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80108250	126,474.22
TOTAL FOR 4330 - STORMWATER		141,703.28

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	469.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	626.89
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		1,245.95

4370 - SEWER CONSTRUCTION FUND

WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80108247	25,857.77
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80108247	78,195.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4370 - SEWER CONSTRUCTION FUND	104,053.35

4480 - SOLID WASTE FUND

AARON PANTOJA 911 E BROAD AVE	REFUNDS CHECK NO. - 00589482	153.57
ASSOCIATED CONSTRUCTION INC PO BOX 7339	REFUNDS CHECK NO. - 00589531	449.00
TOTAL FOR 4480 - SOLID WASTE FUND		602.57

4490 - SOLID WASTE DISPOSAL

AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00589466	26,994.17
CALL2RECYCLE INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80108259	4,337.32
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	176.65
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	410.00
DRESSER RAND	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00589526	73,375.34
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80108119	1,466.25
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80108269	2,009.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80108153	296.72
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80108153	1,212.23
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80108153	225.85
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80108153	117.44
HELFRICH BROTHERS BOILER WORKS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80108124	3,395.35
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108279	4,508.29
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	3,805.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NATIONAL FILTER MEDIA	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80108127	19,530.08
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80108128	183.12
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80108130	6,018.55

OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80108294	288.00
OSBORN CONSULTING INC	PROFESSIONAL SERVICES ACH PMT NO. - 80108295	9,826.50
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80108133	10,074.31
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80108306	34,580.88
THE BABCOCK & WILCOX COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80108146	2,252.38
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00589474	3,179.30
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	20,685.67
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	27,075.83
	TOTAL FOR 4490 - SOLID WASTE DISPOSAL	256,024.23

4500 - SOLID WASTE COLLECTION

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	666.76
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	815.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	3,790.00
JAMES H TIEKEN	PER DIEM ACH PMT NO. - 80108140	197.50
SWANA	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00589473	1,515.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	24,371.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	30,996.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 4500 - SOLID WASTE COLLECTION	62,352.80

4530 - SOLID WASTE LANDFILLS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	233.44
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80108314	306.60
	TOTAL FOR 4530 - SOLID WASTE LANDFILLS	615.04

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	531.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	5,093.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	3,338.63
	TOTAL FOR 4600 - GOLF FUND	8,963.62

4700 - DEVELOPMENT SVCS CENTER

BROSVIK INC 1215 N BOEING RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00589460	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	2,509.00
MAINSTREAM ELECTRIC LLC 12822 E INDIANA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00589457	173.00
MURPHY 12 LLC PO BOX 30174	PERMIT REFUNDS PAYABLE CHECK NO. - 00589453	140.00
TERRA BELLA (GRANT KELLER) PO BOX 8291	PERMIT REFUNDS PAYABLE CHECK NO. - 00589461	15.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	12,325.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	16,158.65
WEST ONE PLUMBING LLC PO BOX 1218	PERMIT REFUNDS PAYABLE CHECK NO. - 00589451	15.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	31,411.25

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00589543	371.09
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80108253	35.50
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108254	1,282.98
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108099	742.35

BRANDON PASCHAL	PER DIEM CHECK NO. - 00589472	172.50
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108274	11,210.67
BUCHANAN AUTOMATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108256	39.38
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108257	109.00
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80108260	1,176.46
CLEAN ENERGY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80108196	19,378.91
COEUR D'ALENE SERVICE STATION EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108115	5,279.57
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80108261	82,035.19
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	216.98
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108262	2,938.89
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108263	11,584.73
CUMMINS NORTHWEST LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80108263	817.50
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108263	9,425.16
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00589467	360.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00589545	48.43
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80108270	429.46
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108272	1,618.65
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108276	404.02
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108276	505.41
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108267	7,190.14
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00589546	663.77

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	1,700.00
INDUSTRIAL BOLT & SUPPLY INC IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108280	741.89
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108281	67.35
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108284	696.19
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108291	2,091.78
MURL'S DRIVELINE SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108292	523.69
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80108293	129.74
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108293	2,540.07
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108226	914.46
OIL RE-REFINING CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108091	165.90
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108092	6,387.42
PAPE MACHINERY INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108092	15,009.30
PERFORMANCE RADIATOR PACIFIC LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00589462	1,706.94

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108093	286.46
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00589463	1,421.03
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108237	10,898.94
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108096	3,388.97
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108098	1,084.81
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108101	20.86
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00589464	254.89
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	9,730.79
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80108314	12,071.40
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108103	381.15
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108105	528.76
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108106	460.66
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108215	299.19
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80108275	503.12
	TOTAL FOR 5100 - FLEET SERVICES FUND	232,042.50

5200 - PUBLIC WORKS AND UTILITIES

AARON PANTOJA 911 E BROAD AVE	REFUNDS CHECK NO. - 00589482	7.50
CARR PROPERTIES LLC 13771 PENINSULA RD	REFUNDS CHECK NO. - 00589534	13.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	790.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	3,547.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	4,912.56
	TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	9,270.06

5300 - IT FUND

FRONTLINE GROUP LLC FRONTLINE SUPPLIES	OFFICE SUPPLIES ACH PMT NO. - 80108156	35.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	2,386.00
NASH CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80108223	1,200.00
PITNEY BOWES RESERVE ACCOUNT POSTAGE BY PHONE RESERVE ACCT	PREPAID POSTAGE ACH PMT NO. - 80108231	115,000.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80108233	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	14,073.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	17,991.80

US POSTMASTER	PREPAID POSTAGE CHECK NO. - 00589542	25,500.00
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	3.15
	TOTAL FOR 5300 - IT FUND	177,189.88

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80108152	75,205.69
	TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	75,205.69

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	4,313.13
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	120.00
KERSHAWS INC	OPERATING SUPPLIES ACH PMT NO. - 80108218	122.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80108220	1,537.72
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	563.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	762.93
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80108248	329.84
	TOTAL FOR 5400 - REPROGRAPHICS FUND	7,749.13

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	1,566.20
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	2,115.56
	TOTAL FOR 5500 - PURCHASING & STORES FUND	4,181.76

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	1,945.00
KIMBERLY K ORLOB	LODGING ACH PMT NO. - 80108139	996.67
KIMBERLY K ORLOB	PER DIEM ACH PMT NO. - 80108139	180.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	8,359.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	11,029.64
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	42.64
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80108245	80.02
TOTAL FOR 5600 - ACCOUNTING SERVICES		22,634.27

5700 - MY SPOKANE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	375.38
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	2,154.87
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	2,927.71
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	42.64
TOTAL FOR 5700 - MY SPOKANE		5,500.60

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	375.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	1,429.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	1,944.47
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		3,749.18

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS LLC/ASC	INSURANCE ADMINISTRATION ACH PMT NO. - 80108205	27,547.58
US BANK OR CITY TREASURER	INSURANCE CLAIMS	

LIABILITY CLAIMS	ACH PMT NO. - 80108135	3,959.81
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80108250	663,642.85
TOTAL FOR 5800 - RISK MANAGEMENT FUND		695,150.24

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80108151	142.02
DATA DIMENSIONS LLC	INSURANCE ADMINISTRATION ACH PMT NO. - 80108264	300.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	285.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	993.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	1,252.47
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80108245	170.85
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80108250	312,665.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		315,808.34

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	7.50
NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80108230	500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	31.04
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	40.86
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		579.40

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80108265	29,202.88
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE PREMIUMS ACH PMT NO. - 80108278	57,848.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	225.00

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80108283	136,519.37
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80108161	26,396.38
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80108171	486,983.59
REHN & ASSOCIATES SPOKANE CITY TREASURER	INSURANCE ADMINISTRATION ACH PMT NO. - 80108298	1,292.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80108305	827,323.20
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	724.17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	939.81
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,567,454.90

5900 - FACILITIES MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80108143	151.64
FIRE PROTECTION SPECIALISTS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80108210	720.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	255.00
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80108159	368.54
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	2,510.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	3,460.78
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		7,467.15

5903 - PROPERTY ACQUISITION FIRE

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80108152	4,237.68
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80108152	716.50
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		4,954.18

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00589548	260.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00589558	865.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80108314	1,174.23
	TOTAL FOR 6100 - RETIREMENT	2,299.64

6200 - FIREFIGHTERS' PENSION FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80108265	2,901.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80108161	3,417.94
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80108171	9,436.62
	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	15,755.56

6255 - LAW ENFORCEMENT RECORDS MGMT

WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00589487	21,309.00
	TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT	21,309.00

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80108265	2,475.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80108161	2,759.06
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80108171	8,232.99
	TOTAL FOR 6300 - POLICE PENSION	13,467.05

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80108258	123,947.33
JACOBS ENGINEERING GROUP 999 W RIVERSIDE AVE	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00589537	62.26
	TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	124,009.59

6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00589544	938.16
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80108266	125.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80108268	20.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00589547	809.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00589548	296,381.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00589548	21,915.97
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00589549	45,659.10
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ICMA ROTH IRA CHECK NO. - 00589550	2,762.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00589550	210,182.93
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80108282	161,817.94
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00589562	6,244.25
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80108287	2,015.00
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS CHECK NO. - 00589551	715.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80108288	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80108289	2,695.08
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00589552	162.50
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00589553	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00589554	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80108277	628.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00589555	361.14
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80108298	3,507.55

REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80108298	16,914.09
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80108255	15,296.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80108301	577.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80108302	3,095.50
SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80108297	24,675.85
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80108307	904.89
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80108303	90.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80108310	370.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80108311	638.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00589556	1,048.02
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00589557	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80108313	343.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00589558	300,315.19
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00589558	2,061,116.20
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00589558	213,693.00
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80108314	476,127.12
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00589559	32.73
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00589560	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80108316	28,300.07
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00589561	16,071.74
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00589563	975.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6960 - SALARY CLEARING FUND NEW	3,918,477.37
TOTAL CLAIMS	12,865,516.34

MINUTES OF SPOKANE CITY COUNCIL

Monday, October 3, 2022

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:32 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 (appeared virtually), Council President Pro Tem Kinnear (Chair) and Council Members Bingle, Cathcart, Kinnear, Stratton, and Wilkerson were present. Council Member Zappone was absent.

City Administrator Johnnie Perkins; Hannahlee Allers, Director-City Council Office; and City Clerk Terri Pfister were also present for the meeting. Assistant City Attorney Lauren Beattie was absent.

Advance Agenda Review

Council Members and staff provided an overview of the October 10, 2022, Advance Agenda items.

Special Budget Ordinance C36277

Motion by Council President Beggs, seconded by Council Member Wilkerson, **to table indefinitely** Special Budget Ordinance C36277 (increasing staffing at the downtown precinct and in Police IT) (and take up during regular budget); **failed to pass on 3-3 vote.**

Motion by Council Member Cathcart, seconded by Council President Beggs, **to defer** Special Budget Ordinance C36277 to November 7, 2022; **carried 5-1.**

Action to Approve October 10, 2022, Advance Agenda

Following reports and Council inquiry and discussion regarding the October 10, 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 October 10, 2022, Advance Agenda; **carried 6-0.**

Current Agenda Review

The City Council reviewed the October 3, 2022, Current Agenda for any changes.

Special Budget Ordinance C36282

Motion by Council Member Wilkerson, seconded by Council Member Cathcart, **to defer** Special Budget Ordinance C36282 (replacing four pickup trucks and pay the last retainage bill for the Construction Management Building) to October 17, 2022, and to place on the Finance Committee that day (October 17) as well; **carried 5-1.**

Special Budget Ordinance C36284

Motion by Council President Beggs, seconded by Council Member Wilkerson, **to defer** Special Budget Ordinance C36284 (providing for full time senior-level project management expertise to the Community Safety Initiative) to October 17, 2022, and also discuss at the next Finance Committee meeting (to be held October 17); **carried 6-0.**

Special Budget Ordinance C36288

Motion by Council Member Stratton, seconded by Council Member Bingle, **to table indefinitely** Special Budget Ordinance C36288 (funding the 2022 victim advocacy services provided by C.O.P.S.) (as it's already been included in the budget); **carried 6-0.**

Cancelation of October 31, 2022, City Council Meeting

City Council discussed whether to cancel the October 31 City Council meeting. The following action was taken:

> **Motion** by Council Member Bingle, seconded by Council Member Wilkerson, **to cancel** the October 31 City Council meeting; **carried 6-0.**

December 19, 2022, City Council Meeting

Council President Beggs announced that departments will need to get their agenda submission items on the agenda for no later than December 12, as that will be the last agenda of the year for which Council will accept items for approval. December 19 is reserved, if needed, for the 2023 Budget approval.

Revisiting Council Rules

Council President Beggs noted its almost time to revisit the City Council Rules. He noted Hannahlee Allers, Director – City Council Office, is inventorying all the suggestions she's received over this past year, and she'll put those together in track changes for discussion at a Council retreat in November. Council President Beggs requested council members to get any proposals for rule changes to Ms. Allers by the 17th so she can consider those, and then the Council will have a full discussion at a Council retreat on a Friday in November. He asked if council members have a conflict with any Friday in November, other than the Friday after Thanksgiving, to let Ms. Allers know about that.

Council Recess/Executive Session

The City Council recessed at 4:01 p.m. and immediately reconvened into an Executive Session to discuss contract negotiations and jail negotiations for 30 minutes. Interim City Attorney Lynden Smithson, Assistant City Attorney and Interim Human Resources

Director Mike Piccolo, and Special Counsel John Henry were present for the executive session. At 4:30 p.m., the Executive Session was extended for an additional 10 minutes. The Executive Session ended at 4:40 p.m., at which time the 3:30 p.m. Briefing Session also ended. The City Council reconvened at 6:01 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Pro Tem Kinnear.

Roll Call
On roll call, Council President Beggs (appearing virtually), Council President Pro Tem Kinnear (Chair, and Council Members Bingle, Cathcart, Stratton, and Wilkerson were present. Council Member Zappone was absent.

Hannahlee Allers, Director-City Council Office and City Clerk Terri Pfister were also present for the meeting. Assistant City Attorney Lauren Beattie was absent.

POETRY AT THE PODIUM
Alexander Manzoni presented the poem entitled "The Most Stability I've Had in Years."

MAYORAL PROCLAMATION
October 2022 *Disability Employment Awareness Month*
Council Member Wilkerson noted this past Friday the City held its job fair for people with disabilities and there was an amazing turnout. She then read the proclamation. Kevin Williams from Spokane WorkSource and Clay, also from WorkSource, accepted the proclamation and remarked on the event.

October 19, 2022 *Breast Reconstruction Awareness Day*
Council Member Stratton read the proclamation. Dr. Christopher Pannucci and Justine Pereira, along with other individuals, accepted the proclamation and remarked on the event.

House America – Proclaiming that, as of September 1, 2022, the City of Spokane proudly joins House America with the goal to add 313 new units of affordable or supportive housing and an additional 100 spaces of transitional housing for individuals currently residing at Camp Hope.

Each of the proclamations appear as an attachment to these minutes.

NEIGHBORHOOD COUNCIL REPORT
Chief Garry Park Neighborhood

Colleen Gardner, Chair, provided an overview of the successes and challenges of the Chief Garry Park Neighborhood over the past year.

There were no **Council Committee Reports.**

There were no **Boards and Commissions Appointments.**

There were no **Administrative Reports.**

CONSENT AGENDA

Subsequent to public testimony from one individual and an opportunity for Council commentary, the following action was taken:

Motion by Council Member Bingle, seconded by Council Member Stratton, **to approve** Staff Recommendations for the following items; **carried 6-0:**

Value Blanket with McLoughlin & Eardley Group (Tigard, OR), using Washington State Contract #03719, for the purchase of light bars, sirens, and accessories, as needed, from October 1, 2022 through August 31, 2023─estimated annual expenditure $100,000. (OPR 2022-0679) (Council Sponsor: Council Member Wilkerson)

Pre-approval to purchase 2 replacement units, one for the Street Department and one for the Water Department, to allow the City to purchase the units at the time they become available and to avoid price increases from the time a quote is received ─$275,000. (OPR 2022-0680) (Council Sponsor: Council Member Wilkerson)

Contract Extensions for legislative and lobbying services with the State of Washington on behalf of the City from July 1, 2022, through October 31, 2022 with:

a. Luke Esser (Bellevue, WA)─additional $14,000. (OPR 2016-0743)

b. Nick Federici (Tacoma, WA)─additional $14,000. (OPR 2016-1040)
(Council Sponsor: Council President Beggs)

Contract Amendments with outside counsel, Summit Law Group, who represents the City in the following actions brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers:

a. Travis J. Wise, et. al. v. Governor Jay Inslee, et. al.—increase of $30,000. Total contract amount: $215,000. (OPR 2021-0707)

b. Michael Bacon, et. al. v. City of Spokane, et. al.—increase of $30,000. Total contract amount: $155,000. (OPR 2021-0722)

(Council Sponsor: Council Member Kinnear)

Contract Amendment with outside counsel, Stewart A. Estes and the law firm of Keating, Bucklin & McCormack, Inc., P.S. (Seattle, WA) for outside counsel services and advice in the legal matter Estate of David Novak, et. al. versus City of Spokane et. al.─$300,000. Total contract amount: $874,500. (OPR 2019-0750) (Council Sponsor: Council Member Kinnear)

No-cost Contract Amendment with Electronic Data Collection Corporation (EDC) (Syracuse, NY) replacing Exhibit E – EDC Costs and Fees with a revised version. (OPR 2021-0185) (Council Sponsors: Council Members Stratton and Kinnear)

Contract Amendment with Robert Half International, Inc. (San Ramon, CA) adding grant administration work for the new American Rescue Plan Act Grant for the Accounting Department─additional $100,000 (plus applicable tax). (OPR 2021-0646) (Council Sponsor: Council Member Wilkerson)

Contract Amendment/Extension with Archbright Workplace Performance Experts (Seattle, WA) to provide Human Resources Operation Support for the Human Resources Department from October 5, 2022 through December 31, 2022─additional $54,000. Total contract amount: $100,000. (OPR 2022-0551) (Relates to Special Budget Ordinance C36283) (Council Sponsors: Council Members Kinnear and Wilkerson)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through September 23, 2022, total $15,229,182.14 (Check Nos. 589133-589307; ACH Payment Nos.: 107500-107819), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $14,486,328.46.

City Council Meeting Minutes: September 19, September 22, and September 29, 2022. (CPR 2022-0013)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36283 (Council Sponsors: Council Members Wilkerson and Kinnear)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak,

> **Upon 6-0 Roll Call Vote,** the City Council **passed Special Budget Ordinance C36283** 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 Senior Human Resource Analyst position in the Human Resources Department by $54,000.
2) Increase the appropriation for contractual services by $54,000.
(A) There is no change to the overall appropriation level in the General Fund.

(This action arises from entering into a contract with Archbright to provide personnel services.) (Relates to OPR 2022-0551 under the Consent Agenda) (Council Sponsors: Council Members Wilkerson and Kinnear)

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

Special Budget Ordinance C36285 (Council Sponsors: Council Members Kinnear and Bingle)
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 C36285** 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 & Judicial Grants Fund
1) Increase the appropriation by $41,400.
A) Of the increased appropriation, $41,400 is provided solely for the purchase of twenty-five 40mm launchers and accessories.

(This action arises from the need to procure less-than-lethal equipment.)

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

Special Budget Ordinance C36287 (Council Sponsors: Council Members Wilkerson 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 C36287** 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:
>
> MySpokane Fund
> 1) Decrease the appropriation for a Program Professional position by $30,000.
> 2) Increase the appropriation for office supplies by $12,000.
> 3) Increase the appropriation for computers by $18,000.
> (A) There is no change to the overall appropriation level in the MySpokane Fund.
>
> (This action arises from the need of additional workstations for new positions.)
>
> **Ayes:** Beggs, Bingle, Cathcart, Kinnear, Stratton, and Wilkerson
> **Nays:** None
> **Abstain:** None
> **Absent:** Zappone

For Council action on Special Budget Ordinance C36282, see section of minutes under 3:30 p.m. Briefing Session.

For Council action on Special Budget Ordinance C36284, see section of minutes under 3:30 p.m. Briefing Session.

For Council action on Special Budget Ordinance C36288, see section of minutes under 3:30 p.m. Briefing Session.

EMERGENCY ORDINANCES
Emergency Ordinance C36289 (Council Sponsors: Council Members Kinnear and Beggs)
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 **passed Emergency Ordinance C36289** relating to regulation of activities under Title 10 of the Spokane Municipal Code; repealing Chapters 10.01 through 10.20 of the Spokane Municipal Code and enacting a new Chapter 10.58 of the Spokane Municipal Code for adopting by reference Revised Code of Washington (RCW) Statutes; recodifying local criminal violations in a new Chapter 10.60 of the Spokane Municipal Code; recodifying regulations pertaining to Code Enforcement and Animal Control in new Chapters 10.62 through 10.74 of the Spokane Municipal Code; and declaring an emergency.

RESOLUTION

Resolution 2022-0088 (Council Sponsors: Council Members Bingle and Cathcart)

Subsequent to an overview by Council Member Bingle; the 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 2022-0088** recognizing the need to update and expand the Spokane Municipal Code to reflect the growth in the number and kind of Home Occupations and reevaluate the regulations on their Neighborhood impacts.

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

FINAL READING ORDINANCE

Final Reading Ordinance C36280 (Council Sponsors: Council Members Stratton and Zappone)

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 **passed Final Reading Ordinance C36280,** updating the duties, and responsibilities, for the Spokane Human Rights Commission; amending section 04.10.040 of the Spokane Municipal Code.

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

There were no **First Reading Ordinances.**

There were no **Special Considerations.**

There were no **Hearings.**

OPEN FORUM

The following individual(s) spoke during Open Forum:

- Rick Bocook
- William Hagy
- Ed Stevenson
- Pam Reynolds
- Roxann Stamps
- Antone Velone
- Justin Haller
- William Hulings
- Justin O'Connell
- Cherrie Barnett
- Patricia Hansen
- Christine Quinn
- Amber Dunfre
- Ryan Bishop (appearing virtually)

ADJOURNMENT
There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:30 p.m.

Minutes prepared and submitted for publication in the October 12, 2022, issue of the *Official Gazette*.

_____
Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on October 10, 2022.

_____
Breean Beggs

City Council President

MEETING MINUTES
City of Spokane
City Council Study Session
October 13, 2022

Call to Order: 11:04 a.m.

Recording of the meeting may be viewed here at https://vimeo.com/spokanecitycouncil.

Direct link: https://vimeo.com/760044793

Attendance:

Committee Members Present: Council President Breean Beggs, Council Members Kinnear, Stratton, Cathcart, Wilkerson, Bingle (left at 12:25 p.m.) and Zappone

Committee Members Absent: None

Agenda Items:

1. Refugee Resettlement Presentation
   - Presenters:
     Alex Gibilisco, City Council Staff; Christi Armstrong, World Relief; Margaret Hinson, International Rescue Committee; Jordan Bemiss, World Relief
   - Action taken:
     No action taken. Presentation and discussion only.

2. TRAC Service Provider Agreement
   - Presenters:
     Jenn Cerecedes, City of Spokane CHHS Director; Council President Beggs
   - Action taken:
     No action taken. Presentation and discussion only.

3. 2023 Budget – Homelessness Funding Strategies
   - Presenters:
     Tonya Wallace, City of Spokane Chief Financial Officer; Jenn Cerecedes, City of Spokane CHHS Director
   - Action taken:
     No action taken. Presentation and discussion only.

Executive Session: None

Adjournment:

The meeting adjourned at 12:37 p.m.

Minutes prepared and submitted for publication in the October 19, 2022, issue of the Official Gazette.

_____
Hannahlee Allers
Council Office Director

Approved by City Council on October 17, 2022.

_____
Breean Beggs
City Council President

Attest:

_____
Terri L. Pfister
City Clerk

Agenda Sheet for City Council Meeting of: 10/17/2022		**Date Rec'd**	9/27/2022
		Clerk's File #	OPR 2022-0763
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	**Cross Ref #**	RES 2019-0103
Contact Name/Phone	KEVIN PICANCO 625-6088	**Project #**	2020065
Contact E-Mail	KPICANCO@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR24029
Agenda Item Name	4250 - WSDOT NSC TRAFFIC CALMING AGREEMENT		

Agenda Wording

WSDOT Agreement GCB 3767 - Public Agency Participating Agreement for construction of City-funded Traffic Calming improvements along Ralph St. as part of WSDOT NSC construction. Agreement amount: $151,499.94.

Summary (Background)

Cycle 9 Traffic Calming Projects authorized $600,000 set aside for Council District 1 traffic calming. District 1 elected to fund traffic calming improvements along Ralph St. from Carlisle Ave. to south of Euclid Ave. A portion of the planned, City-funded traffic calming improvements will be included in an upcoming WSDOT NSC construction contract. The City-funded traffic calming work within WSDOT's upcoming construction package is estimated at $151,499.94. A reimbursement agreement is required.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact		**Budget Account**
Expense	**$** 151,499.94	**#** 1380-24101-95300-56501-86067
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	DAVIS, MARCIA	**Study Session\Other**	UE 10/10
Division Director	FEIST, MARLENE	**Council Sponsor**	Stratton
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	HARRINGTON, MARGARET	icmaccounting@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	eraea@spokanecity.org	
Additional Approvals		kpicanco@spokanecity.org	
Purchasing		lcroucher@spokanecity.org	
		mdavis@spokanecity.org	

Committee Agenda Sheet
Urban Experience

Submitting Department	Integrated Capital Management Department – Public Works Division
Contact Name & Phone	Kevin Picanco, 625-6088
Contact Email	kpicanco@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: 0 minutes
Agenda Item Name	Agreement with WSDOT for Ralph St. Traffic Calming Improvements as part of WSDOT - NSC construction
Summary (Background)	Background/History: Resolution 2019-0103 – Cycle 9 Traffic Calming Projects authorized a $600,000 set aside for a Council District 1 traffic calming project. District 1 council members elected to fund traffic calming improvements along Ralph St. from Carlisle Ave. to south of Euclid Ave. adjacent to ongoing WSDOT North Spokane Corridor (NSC) construction. Planned traffic calming improvements along Ralph St. will include bumpouts, trees/landscaping and irrigation improvements along with sidewalk connections to the Children of the Sun Trail. An upcoming WSDOT NSC construction package will improve and pave Ralph St. A portion of the planned, City-funded traffic calming improvements will be included in an upcoming WSDOT NSC construction package; the cost of City-funded work is estimated at $151,499.94. A reimbursement agreement with WSDOT is required for the City funded work. WSDOT Public Agency Participating Agreement (GCB 3767) is attached. A future, City-led project will implement remaining planned traffic calming improvements along Ralph St. Executive Summary: • *Execution of a WSDOT Public Participation Agreement reimbursing WSDOT for City funded improvements to be constructed as part of a WSDOT NSC construction package is required.*
Proposed Council Action & Date: Oct. 17, 2022	For Council authorization to execute an agreement

Fiscal Impact:
Total Cost: n/a
Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Photo Red – Traffic Calming

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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?

Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. Equity considerations are included in the scoring process for this program.

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

Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.

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?

Potential projects submitted for application comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan.

Washington State Department of Transportation

Public Agency Participating Agreement
Work by WSDOT — Actual Cost

Public Agency Name & Address City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99204-3344	
Agreement Number GCB 3767	Section/Location US 395 Ralph St
State Route 395 / Control Section Number 3200CT	Plans, Specifications and Cost Estimates (PS&E) for Work by Public Agency? ☑ Yes ☐ No
Region Eastern	PS&E Due Date:
Advance Payment Required? ☑ Yes ☐ No	Description of Work: Construction of approximately 650 feet of improvements on the west side of Ralph street, north of Cleveland Ave. These improvements include site preparation, removal of the existing curbing to be replaced with new traffic curb and gutter, bio-infiltration swales with a drywell, and traffic calming bump-out with sidewalk at Fairview; located within the City of Spokane. Construction of three 4 inch PVC sleeves to be placed under Children of the Sun shared use path connections at Ralph St., and two 2-inch water service connections, all for future irrigation facilities; located within the City of Spokane.
Advance Payment Amount $22,725	

WSDOT REPRESENTATIVE	PUBLIC AGENCY REPRESENTATIVE
Name: Terrence Lynch P.E.	Name: Kevin Picanco
Title: Project Engineer	Title: Agency Project Manager
Address: WSDOT 2714 N. Mayfair St. Spokane, WA 99207	Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201
Email Address: lynchte@wsdot.wa.gov	Email Address: kpicanco@spokanecity.org
Phone: 509-324-6189	Phone: 509-625-6088

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental entity (Agency), hereinafter collectively referred to as the "Parties" and individually as the "Party."

Recitals

1. WSDOT is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the Agency has requested that WSDOT perform certain work for the Agency as described above under Description of Work and/or further described in Exhibit B, (Work).
2. It is deemed to be in the public's best interest for WSDOT to include the requested Work in WSDOT's construction contract for the state route improvement.
3. The Agency is obligated for the cost of the Work described herein.

Now Therefore, pursuant to RCW 39.34 and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof, it is mutually agreed as follows:

1. Plans, Specifications, and Cost Estimates

1.1 WSDOT, on behalf of the Agency, agrees to perform the Work, as further provided herein and pursuant to the attached exhibits. Exhibit A is the Cost Estimate and Exhibit B, if included as an attachment, further defines the Work to be constructed for the Agency. The combination of the Agency's Work and WSDOT's improvements hereinafter constitute the Project.

1.2 If indicated in the above heading, the Agency shall provide WSDOT with plans, specifications and cost estimates (PS&E) for the Work.

1.2.1 The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, mutually acceptable design standards, or the Agency's standards, if applicable and specified by the Agency. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.

1.2.2 If the PS&E for the Work, with backup calculations and breakdowns, is not delivered by the above PS&E due date, WSDOT, at its sole discretion, may proceed without the Agency Work included with WSDOT's improvements. The Agency agrees to reimburse all WSDOT costs incurred up to and as a result of the Agency's failure to timely provide the PS&E. This Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6.

1.3 WSDOT will incorporate the Agency's Work or Work PS&E into WSDOT's PS&E for WSDOT's improvements to produce a combined advertisement (Ad) ready PS&E for the Project. WSDOT will document WSDOT-performed engineering design work required to incorporate the Work or Work PS&E into WSDOT's PS&E (Design Documentation). WSDOT shall provide up to two intermediate review sets of the PS&E and Design Documentation at mutually agreeable milestones. WSDOT will provide the Agency with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.

1.4 WSDOT will provide the Agency with one (1) reproducible copy of the Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The Agency will have fifteen (15) working days to review the Ad ready PS&E for the Project, resolve any concerns, and provide WSDOT with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portion of the Project. In the event the Work portion of the Ad ready PS&E is conditionally approved or rejected, the Agency shall include the reasons for conditional approval or rejection. The Agency may request an extension of time in writing, provided that WSDOT receives the written request not later than fifteen (15) working days after the Agency has received the Ad ready PS&E. WSDOT shall provide a written response, indicating the number of working days extended, if any.

1.5 If WSDOT does not receive the Agency's written approval, conditional approval or rejection of the Work portion of the Ad ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if WSDOT cannot accept the Agency's condition(s) of approval, or if the Agency has not acquired all right of way and permits required to construct, maintain, and operate the Work, WSDOT may, at its sole discretion, delete the Work from the Project and advertise WSDOT's improvements. The Agency agrees to reimburse WSDOT for engineering costs and actual direct and related indirect costs incurred by WSDOT associated with either WSDOT or Agency deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. Bid, Award, and Cost Adjustments

2.1 WSDOT will advertise the Project for bids. WSDOT will be the Agency's representative during the Ad and Project contract award period. When requested by WSDOT, the Agency shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through WSDOT.

2.2 If the Agency is responsible for preparing the Work PS&E, the Agency agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.

2.3 WSDOT shall provide the Agency with written notification of the bid price for the Work. The Agency shall have five (5) working days from the date of written notification to provide WSDOT written approval of the bid price for the Work, or request the Work be deleted from the Project. The Agency may request an extension of time in writing, provided that WSDOT receives the written request not later than five (5) working days after the Agency has received the written notification. WSDOT shall provide a written response indicating the number of working days extended, if any.

2.4 The Agency acknowledges that if it fails to provide WSDOT with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, WSDOT shall delete the Work from the Project. In this event, the Agency agrees to reimburse WSDOT for engineering costs and actual direct and related indirect costs incurred by WSDOT associated with deleting the Work from the Project. The Agency understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse WSDOT for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.

2.5 If the Agency approves the bid price for the Work and WSDOT does not award or execute the Project contract, but thereafter re-advertises the Project for bids, WSDOT agrees to pay all WSDOT costs to re-advertise the Project. The Agency agrees that WSDOT is not responsible for increased bid prices or delay to the Work or other impacts to the Agency resulting from re-advertising the Project.

2.6 If the Agency approves the bid price for the Work and WSDOT does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The Agency agrees that WSDOT is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the Agency resulting from not awarding the Project.

3. Construction

3.1 WSDOT will be the Agency's representative during construction and will act as owner in the administration of the contract for the Work. WSDOT will designate a WSDOT Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.

3.2 The Agency may consult with and inquire of WSDOT Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The Agency shall not provide direction, directly or indirectly, to WSDOT's contractor. All formal contacts between the Agency and the contractor shall be through WSDOT's representative.

3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.6, WSDOT shall consult with the Agency on possible courses of action within three (3) working days in accordance with Section 4.

3.4 The Agency may inspect the Work. Any costs for such inspection shall be borne solely by the Agency. All contact between said inspector and the contractor shall be only through WSDOT's inspector or WSDOT's representative.

3.5 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard WSDOT practices, as directed by WSDOT's Construction Manual. Once the Agency has accepted the Work per Section 5, WSDOT will provide one reproducible set of as-built plans to the Agency within One Hundred Eighty (180) working days.

4. Contract Changes

4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. WSDOT shall process change orders for all changes affecting the Work in the manner set forth in the WSDOT Construction Manual (M41-01) current edition, Approval of Changes/Checklist, Change Order Checklist (DOT Form 422-003) .

4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.

4.3 The Agency authorizes WSDOT to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The Agency agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.

4.4 WSDOT will advise the Agency of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. WSDOT will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.

4.5 The Agency may request additions to the Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not negatively impact WSDOT's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or WSDOT design policies, and does not unreasonably delay critically scheduled Project contract activities.

4.6 All elective changes to the Work shall be approved in writing by the Agency before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The Agency agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.

4.7 WSDOT will make available to the Agency all change order documentation related to the Work.

4.8 In the event it is determined that the Agency does not have sufficient funds to complete the Work, WSDOT and the Agency shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and WSDOT will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The Agency agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. Acceptance

5.1 Prior to Work acceptance, WSDOT and Agency will perform a joint final inspection. The Agency agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by WSDOT, to deliver a letter of acceptance to WSDOT which shall include a release of WSDOT from all future claims or demands of any nature resulting from the performance of the Work and WSDOT administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.

5.2 If a letter of acceptance is not received by WSDOT within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the Agency, the Work and WSDOT administration thereof shall be considered accepted by the Agency, and WSDOT shall be released from all future claims and demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.

5.3 The Agency may withhold its acceptance of the Work by submitting written notification to WSDOT within Twenty Five (25) days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. Payment

6.1 The Agency, in consideration of the faithful performance of the Work performed by WSDOT and its contractor, agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.

6.2 WSDOT shall provide detailed invoices to the Agency for the Work performed by WSDOT and its contractor or for costs incurred under this Agreement, and the Agency agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.

6.3 In the event the Agency entity fails to make payment by the due date of the invoice, WSDOT may charge interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. If interest is charged, it will be calculated from the Due Date to the date of payment.

6.4 The Agency agrees that if it does not make payment within ninety (90) days after receipt of an invoice, WSDOT may deduct and expend any monies to which the Agency is entitled to receive from the Motor Vehicle Fund.

6.5 Advance Payment: If an advance payment is indicated above as a requirement, the Agency agrees to pay WSDOT the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the Cost Estimate and covers costs incurred by WSDOT in the initial stages of the Work. The advance payment will be carried throughout the life of the Agency's cost obligations, with final adjustment made in the final invoice.

6.6 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than Twenty Five (25) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. Right of Entry

7.1 The Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Agency has an interest for the purpose of constructing the Project.

7.2 Where applicable, the Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Agency has an interest for WSDOT to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to WSDOT, if any, that are constructed within the Agency's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. Claims

8.1 Claims for Additional Payment:

8.1.1 In the event the contractor makes claims for additional payment associated with the Work, WSDOT will immediately notify the Agency of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

8.1.2 The Agency shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of WSDOT in administering the Work.

8.1.3 The Agency shall have the right to review and comment on any settlement for claims associated with the Work. However, WSDOT shall have the ultimate right to settle such claims. In the event the Agency does not agree with the claim settlement as negotiated by WSDOT, the Agency shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the Agency and WSDOT on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.10.

8.1.4 If WSDOT agrees, the Agency may defend contractor claims associated with the Work at its own cost, and in doing so, the Agency agrees to pay any resulting settlement, court judgment or arbitration award. WSDOT will cooperate with the Agency in the Agency's defense of the claims. The Agency agrees to reimburse any WSDOT costs, including attorney's fees, incurred in providing such assistance in accordance with Section 6.

8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the Agency's right of way, the Agency shall defend such claims and indemnify and hold harmless WSDOT therefrom, and WSDOT shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. Ownership, Operation, and Maintenance

9.1 Upon acceptance of the Work as provided in Section 5, the Agency shall be the sole owner of that portion of the Work located within the Agency's right of way, and the Agency shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to WSDOT.

9.2 WSDOT facilities constructed on Agency right of way, if any, as identified in Section 7.2 shall be owned by WSDOT, and WSDOT shall be responsible for the operation and maintenance of such facilities at WSDOT's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.

10. General Provisions

10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

10.2 Assurances: The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.

10.3 Interpretation: This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

10.4 Termination: Neither WSDOT nor the Agency may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.

10.4.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.

10.4.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

10.5 Waiver: A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.

10.6 Independent capacity: The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

10.7 Indemnification: Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This indemnification and waiver will survive the termination of this Agreement.

10.8 Acceptance of Liability: The Agency agrees and accepts full liability for (1) the PS&E provided for the Work to WSDOT, if any; and (2) for any Work the Agency has provided direction to WSDOT to design and/or construct outside WSDOT's right of way and/or WSDOT's jurisdiction that does not meet WSDOT standards. This section shall survive the termination of this Agreement.

10.9 Severability: If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

10.10 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a Dispute Board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. The Parties shall equally share in the cost of the third Dispute Board member; however, each Party shall be responsible for its own costs and fees.

An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

10.11 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

10.12 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained for a period of six (6) years. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

10.13 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the Agency pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.

10.14 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

10.15 All Writings Contained Herein: This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

10.16 Counterparts and Electronic Signature: This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via email in a “PDF” may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or “PDF” signature on this Agreement and is aware that the other Parties are relying on its electronic or “PDF” signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party’s date signed last below.

Washington State Department of Transportation	**Public Agency**
By: _____	By: _____
Printed: Mike Gribner P.E.	Printed: _____
Title: Regional Administrator	Title: _____
Date: _____	Date: _____

PROGRAM ITEM NUMBER : COS FUNDED ITEMS
CONSTR. TYPE CODE :
PROGRAM CODE :
STATE ROUTE(S) : 000
COUNTY : SPOKANE
CONTROL SECTION/SALES TAX : 3200CT /0.00%
SAFETY CLASS CODE :

GCB 3767
Exhibit A Cost Estimate
Page 1 of 2

FUND NO: 10 **PARTICIPANT:** CITY OF SPOKANE **PARTICIPATION PERCENT:** 100.00% **MAX AMOUNT:**

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT
0	0001	MOBILIZATION	L.S.			7,593.00
1	0025	CLEARING AND GRUBBING	ACRE	5,000.0000	0.50	2,500.00
8	0110	REMOVING CEMENT CONC. CURB	L.F.	5.5000	270.00	1,485.00
9	0120	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	13.0000	75.00	975.00
15	0470	EMBANKMENT COMPACTION	C.Y.	4.5000	900.00	4,050.00
16	1030	DITCH EXCAVATION INCL. HAUL	C.Y.	13.0000	870.00	11,310.00
23		COS CURB DROP INLET	EACH	500.0000	3.00	1,500.00
34	3765	PVC SANITARY SEWER PIPE 4 IN. DIAM.	L.F.	80.0000	48.00	3,840.00
37	3861	SERVICE CONNECTION 2 IN. DIAM.	EACH	5,500.0000	2.00	11,000.00
41	4025	GRAVEL BACKFILL FOR WALL	C.Y.	70.0000	15.00	1,050.00
59	5100	CRUSHED SURFACING BASE COURSE	TON	28.0000	60.00	1,680.00
87		COS TOPSOIL FOR BIO-INFILTRATION SWALES	C.Y.	70.0000	410.00	28,700.00
111		COS CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	30.0000	377.00	11,310.00
118		COS CEMENT CONC. PED CURB	L.F.	25.0000	32.00	800.00
119		COS CONCRETE CURB WALL	L.F.	35.0000	200.00	7,000.00
122	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	12.0000	15.00	180.00
138	3100	ADJUST CATCH BASIN	EACH	900.0000	1.00	900.00
140	7728	MINOR CHANGE	CALC			-1.00
141	7730	FUEL COST ADJUSTMENT	CALC			565.00
149		COS CEMENT CONC. SIDEWALK	S.Y.	65.0000	217.00	14,105.00
152		COS CURB RAMP TYPE 2 RESTRICTED ROW	EACH	3,000.0000	2.00	6,000.00
				GROUP 3 BASE SUBTOTAL :		116,542.00 *

US 395
NSC SPOKANE RIVER CROSSING

22Z010

ENGINEERING 15.00%	17,481.30
GROUP 3 TOTAL	**134,023.30** ***

GCB 3767
Exhibit A Cost Estimate
Page 2 of 2

13.04% Indirect Cost Rate = $17,476.64

Total Cost = $151,499.94

GCB 3767

Exhibit A, Special Provisions

Scope of Work

Construction of approximately 650 feet of improvements on the west side of Ralph Street, north of Cleveland Ave. These improvements include site preparation and removal of the existing curbing to be replaced with new traffic curb and gutter, bio-infiltration swales with a drywell, a traffic calming bump-out with sidewalk at Fairview, and sidewalk north of Fairview; located within the City of Spokane.

Construction of three 4-inch PVC sleeves to be placed under the connections that connect the Children of the Sun shared use path to Ralph St., and two 2-inch water service connections, all for future irrigation facilities; located within the City of Spokane.

City of Spokane Responsibilities

1. The City of Spokane will provide the forces to supply and install the tapping saddle, corp stop, service line, curb stop, and meter vault.
2. The City of Spokane will coordinate with WSDOT staff and provide responses to bidder's questions during the bid period.

WSDOT RESPONSIBILITIES

WSDOT will perform the bidding, construction, and inspection of the NSC Spokane River Crossing project which will include the items described in the scope of work and as detailed in Exhibit C.

LEGEND

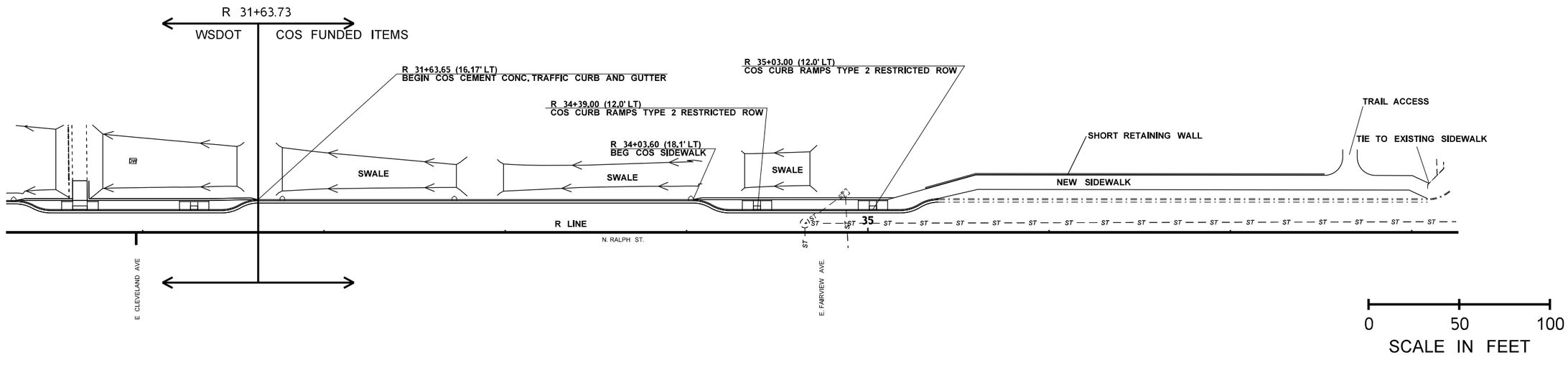
PROPOSED ROADWAY		EXIST. STORM SEWER LINE	- ST — — ST — —
DRY WELL	DW	STORM SEWER LINE	- ST —— ST ——
EXIST. MANHOLE		DITCH BOTTOM	
CATCH BASIN		EXIST. CATCH BASIN	
CHECK DAM		COS CURB DROP INLET	

T.25N. R.43E. W.M.

GCB 3767
Exhibit C Plans
Page 1 of 2

COS FUNDED ITEMS

CLEARING AND GRUBBING	.50 Acre
REMOVING CEMENT CONC. CURB	270.00 LF
REMOVING ASPHALT CONC. PAVEMENT	75.00 SY
EMBANKMENT COMPACTION	900.00 CY
DITCH EXCAVATION INCL. HAUL	870.00 CY
COS CURB DROP INLET	3.00 EACH
GRAVEL BACKFILL FOR WALL	15.00 CY
CRUSHED SURFACING BASE COURSE	60.00 TON
COS TOPSOIL FOR BIO-INFILTRATION SWALES	410.00 CY
COS CEMENT CONC. TRAFFIC CURB AND GUTTER	377.00 LF
COS CEMENT CONCRETE PED CURB	32.00 LF
COS CONCRETE CURB WALL	200.00 LF
STRUCTURE EXCAVATION CLASS B INCL. HAUL	15.00 CY
ADJUST CATCH BASIN	1.00 EACH
COS CEMENT CONC. SIDEWALK	217.00 SY
COS CEMENT CONC. CURB RAMP TYPE 2 RESTRICTED ROW	2.00 EACH



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DATE	23-Sep-22				JOB NUMBER		
PLOTTED BY	KendalR						
DESIGNED BY	R. KENDALL, P.E.				CONTRACT NO.		LOCATION NO.
ENTERED BY	R. KENDALL, P.E.						
CHECKED BY	T. MORRISON						
PROJ. ENGR.	T. LYNCH, P.E.						
REGIONAL ADM.	M. GRIBNER, P.E.	REVISION	DATE	BY			

DATE
P.E. STAMP BOX

DATE
P.E. STAMP BOX

Washington State Department of Transportation

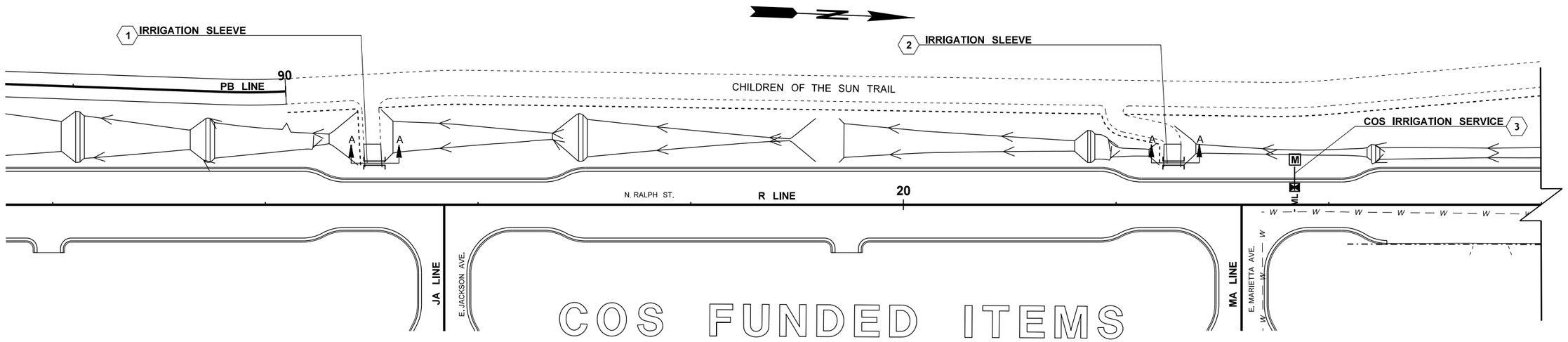
US 395
NSC SPOKANE RIVER CROSSING

EXHIBIT C

PLAN REF NO

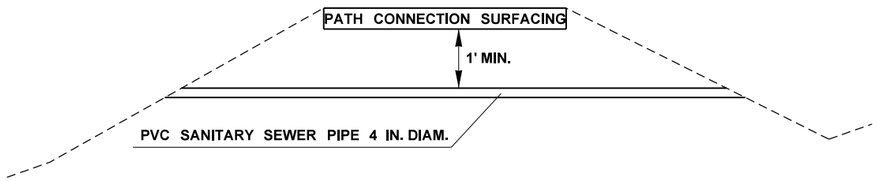
SHEET 1 OF 2 SHEETS

T.25N. R.43E. W.M.

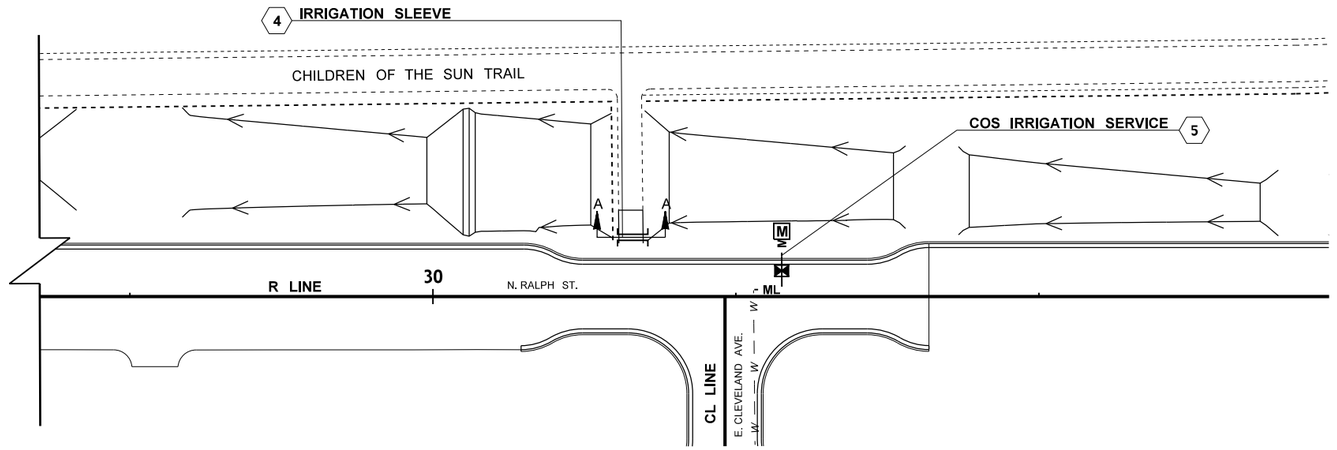


COS FUNDED ITEMS

IRRIGATION SLEEVES	48.00 LF
SERVICE CONNECTION 2 IN. DIAM.	2.00 EACH



SECTION A-A
NTS



LEGEND

ALIGNMENT	50	NEW CURB AND GUTTER	
IRRIGATION NOTE FLAG	?	IRRIGATION SLEEVE	
NEW DITCH (FLOW)		2" SERVICE LINE	- ML — ML -
NEW VEGITATIVE FILTER STRIP		COS METER VAULT ASSEMBLY	M
COS VALVE BOX	X		

GCB 3767
Exhibit C Plans
age 2 of 2

FILE NAME	G:\462503\NSC OVERALL PROJECT DATA\Agreements\City of Spokane\UTB N Cleveland\PS_DR_Cleveland Exhibit 001.dgn				REGION NO.	STATE	FED.AID PROJ.NO.
TIME	15:20:50				10	WASH	
DATE	23-Sep-22				JOB NUMBER		
PLOTTED BY	KendalR				22Z010		
DESIGNED BY	R. KENDALL, P.E.				CONTRACT NO.		LOCATION NO.
ENTERED BY	E. GEIER						XL5855
CHECKED BY	R. KENDALL, P.E.						
PROJ. ENGR.	T. LYNCH, P.E.						
REGIONAL ADM.	M. GRIBNER, P.E.	REVISION	DATE	BY			

DATE
P.E. STAMP BOX

SEE SHEET CT1
DATE
P.E. STAMP BOX

Washington State Department of Transportation

US 395
NSC SPOKANE RIVER CROSSING

EXHIBIT C

PLAN REF NO

SHEET 2 OF 2 SHEETS

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	10/12/2022
		Clerk's File #	OPR 2022-0764
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN BEGGS X6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0320 - CONTRACT WITH REVIVE FOR TRAC SERVICES		

Agenda Wording

Contract with ReVive for services at the Trent Resource and Assistance Center (TRAC).

Summary (Background)

Approving the contract with ReVive to provide services to individuals staying at TRAC. The attached documents are what has been received so far from the Administration - additional documentation may be coming forward for substitution.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 1,507,211	# Criminal Justice Assistance Fund
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	10/13 Study Session
Division Director		Council Sponsor	CP Beggs
Finance		Distribution List	
Legal			
For the Mayor			
Additional Approvals			
Purchasing			

Committee Agenda Sheet
Study Session

Submitting Department	City Council
Contact Name & Phone	CP Beggs – x6254/Jenn Cerecedes – x6055
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10
Agenda Item Name	TRAC Service Provider Contract with ReVive
Summary (Background)	Approving the contract with ReVive to provide services to individuals staying at TRAC. The attached documents are what has been received so far from the Administration – additional documentation may be coming forward for substitution. Total cost of contract is $1,507,211 through 2023.
Proposed Council Action & Date:	Filed for Council consideration on 10/17

Fiscal Impact:
Total Cost: $1,570,211
Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Funding Source ☐ One-time ☒ Recurring
Specify funding source: Criminal Justice Assistance Fund

Expense Occurrence ☐ One-time ☒ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This contract is to provide various services at TRAC to help individuals on a path out of homelessness. Due to a lack of services currently at TRAC, some individuals have been seeking other options. This contract would put this missing piece in place at TRAC through 2023 to help serve some of the most vulnerable residents of Spokane.

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?

CHHS collects data regarding the City's homelessness system using CMIS.

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

CHHS collects data regarding the City's homelessness system using CMIS.

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?

Comprehensive Plan Chapters 6 and 10; Resolution 2022-0043

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

(3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

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

Go to next page.

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

Federal Funding Accountability and Transparency Act (FFATA) Certification

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

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

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

Yes ☐ If yes, answer question 2 below.

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

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

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

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

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

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

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

By: _____

Title: _____

Date: _____

Attachment B: Scope of Service

A. ACTIVITIES

The Services provider will provide wrap-around services to guests at the facility. Services include, but are not limited to, coordinated entry access point, outreach services, transportation, case management, and referrals for homeless and precariously housed persons.
The provider will work with community resource providers to coordinate access to, either on-site, virtual, or via the selected provider's transportation mechanism, to other service provider locations: employment, housing, mental health, substance abuse, job training, education, and other resources during regularly scheduled times each week.
Provide usage data daily using prescribed method and participate fully in providing data via digital data collection tools if requested by the City to include a new online dashboard expected to launch on or about the time this shelter opens.

B. PERFORMANCE MEASURES

Project performance measures are identified as follows:

HMIS Project Name(s):	TRAC Services
Population(s) Served	Single Adults
# of Units in Inventory:	0- SSO
# of Beds in Inventory:	0- SSO
Projected # of Households Served	70 % of total shelter guests

F. PERFORMANCE MONITORING

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

Attachment C
Monthly Performance Report

Date Requested:
Agency Requesting:
Contact Person:
Email:
Phone:
OPR:

If any of the Minimum Performance Standards were not met, please explain why and how these deficiencies will be addressed moving forward.

Shelter Services	Minimum Performance Standards	Q1	Q2	Q3	Q4	2022 - 2023
A: # of persons served	N/A					
B: Average engaement rate (average # of clients served on total project capacity).	70%					
C:% of exits to permanent destinations.	30%					
D:% of exits to Long term transitional housing/bridge housing (oxford houses, etc.) destinations.	50%					
E:% of persons exiting to permanent housing who return to homelessness within 2 years.	10%					
F:% of adults with increased income (earned and unearned) at project exit.	35%					
G:% of adults who receive Behavioral Health Assessments	35%					
G.1: % of adults who engage in treatment post assessment	15%					
H: Average # of days from enrollment to housing placement	180 Days					
H: Average # of days from enrollment to housing placement	90 Days					

ATTACHMENT D: BUDGET

A. Budget

Category	Amount	
Operating	$	1,426,555.00
Administrative	$	143,656.00
Total	**$**	**1,570,211.00**

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. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

City of Spokane **Grantee Billing Form** **Program Year 2021 Continuum of Care**		City Clerk #	
		Vendor ID #	<Vendor ID>
		FMS Acct #	1541-95575-65410-54201-99999

SUBMIT BILLING TO:	GRANTEE INFORMATION:	PROJECT INFORMATION:
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org	Revive Counseling Spokane LLCP <GRANTEE STREET ADDRESS> <GRANTEE CITY>	Project #: <IDIS Activity ID or WA Code if applicable> Term: <START DATE> - <END DATE> ICR: <INDIRECT COST RATE>

GRANTEE CERTIFICATION

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.

Signed By:_____ **Title:** _____ **Date:**_____

Printed Name:_____ **Telephone:** _____ **Email:** _____

EXPENSES		**Expense Period:**		
Categories:	**A** **Grant Budget**	**B** **Current Expense Request**	**C** **Total Previously Requested**	**D** **Grant Balance (A-B-C)**
OPERATING COSTS				
Salaries and Benefits	$ 1,284,829.00	$ -	$ -	$ 1,284,829.00
Supplies	$ 11,600.00	$ -	$ -	$ 11,600.00
Equipment	$ 12,000.00	$ -	$ -	$ 12,000.00
Meals	$ -	$ -	$ -	$ -
Travel	$ 10,800.00	$ -	$ -	$ 10,800.00
Insurance	$ 2,646.00	$ -	$ -	$ 2,646.00
Direct Client Assistance	$ 64,600.00	$ -	$ -	$ 64,600.00
Other	$ 40,080.00	$ -	$ -	$ 40,080.00
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
Subtotal	$ 1,426,555.00	$ -	$ -	$ 1,426,555.00
ADMINISTRATIVE COSTS				
Indirect Charges	$ 143,656.00	$ -	$ -	$ 143,656.00
	$ -	$ -	$ -	$ -
Subtotal	$ 143,656.00	$ -	$ -	$ 143,656.00
Total Program Income Unspent (reduction to total reimbursement request)		$ -	$ -	
GRAND TOTAL	**$ 1,570,211.00**	**$ -**	**$ -**	**$ 1,570,211.00**

Contract Amount (auto populated)	$ 1,570,211.00	% Expended:	0.00%
Total Expended to Date (auto populated)	$ -		
Contract Remaining Balance	$ 1,570,211.00	% Remaining:	100.00%

☐ ← Check box if final request.

CHHS Approval:

Attachment F
Out of Cycle Contract Amendment Request

Date Requested:
Agency Requesting: Revive Counseling Spokane LLCP
Contact Person:
Email:
Phone:
OPR:

Type of Revision Requested ☐ Budget Revision ☐ Performance ☐ Other

Please Describe your Request

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

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

#DIV/0!

Attachment XX

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 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

In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD or CITY guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
c. Ineffective or improper use of funds provided under this Agreement; or
d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be termination. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

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) <u>"Section 3" Clause</u>

a. <u>Compliance</u>

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, and Continuum of Care based contracts must abide by the provisions of 2 CFR 578.95, 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.

6. GENERAL CONDITIONS – Applicable to Continuum of Care Awards.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 578 (the U.S. Housing and Urban Development regulations

concerning Continuum of Care Grants) except that (1) the GRANTEE does not assume the CITY's environmental responsibilities described in 24 CFR 58 and (2) the GRANTEE does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The GRANTEE also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

WA-502 Spokane City/County Continuum of Care (CoC)
Annual Performance Report (APR) Process

Context: The CoC APR has programmatic, financial, and Community Management Information System (CMIS) data components that are produced and reviewed independently, then reviewed together in a complete draft report, before being finalized for submission. This process involves contributions by the CMIS Lead, the Collaborative Applicant Program staff, the Collaborative Applicant's Accounting Team, as well as the sub-recipient agency ("agency") before being forwarded to CoC Program Lead for final review. Each step of the APR process is logged in the CoC APR FY 20XX Spreadsheet on the common drive, including the date of completion for each step. The entire APR process is represented by the following flows:

Agency Responsibilities:

- Ensure *all CoC project funds* have been expended by the end of the operating term.
- Ensure *matching requirement* has been met by the end of the project operating term.
- Ensure data is up-to-date each month over the course of the project term with on-time monthly data quality reporting to CMIS Team.
- Ensure data is up-to-date by the 5th of the month after the operating term ends.
- Send a data quality report to the CMIS Analyst or designated point of contact (POC).
- Address any outstanding data issues as identified by the CMIS POC within 7 days after the 2nd data quality report pulled by CMIS POC.
- Ensure all project narratives and any additional issues identified by the Program POC are addressed by the deadline identified by the Program POC.

CMIS:

Step 1: On the 5th of the month after the operating term ends, the agency is required to send a data quality report to the CMIS designated point-of-contact (POC). This data quality report is used to verify that the data is up-to-date and accurate and to ensure the agency is aware of any issues identified in the report.

Step 2: The agency has 30 days to correct any data issues identified by the report.

Step 3: After 30 days, CMIS POC pulls the data quality report for the project for final check and connects with agency if any issues remain.

Step 4: The agency has 7 business days to correct any outstanding issues. If issues are not resolved, the CMIS POC will case conference issues with the CA program POC.

Step 5: CMIS POC will pull CSV file and upload it into the SAGE Repository. Once complete, the CA program POC, will be notified.

Collaborative Applicant Program:

Step 1: 30 days after operating term ends, CA program POC reviews the following: data quality report for the project pulled by CMIS, CSV file uploaded in SAGE, project utilization, and financial information in the financial workbook.

Step 2: The CA program POC will identify narratives and any additional data items to be addressed by the agency and contact the agency with instructions, CSV file and utilization from SAGE, APR guidebook, and project application with date items are to be submitted/returned to the CA program POC for review.

Step 3: The CA program POC will then notify the CA Accounting POC to enter financial information in SAGE

- If match is met via a source not included in the local contract, CA program POC will pull in the necessary information and provide it to the CA Accounting POC for records and then input into SAGE no later than the 15th of the final month that the APR is due.
- This initiates the Accounting flow, which runs concurrently with remaining steps until submission.

Step 4: Once the narratives are received from the agency, CA program POC reviews them for completion and/or follow-up. Then enter narratives into SAGE.

Step 5: Verify financial information is entered in SAGE and compare it to HUD's electronic Line of Credit Control System (LOCCS).

Step 6: Final review of all information and completed submission sent to agency for final review before submission to HUD.

Step 7: Submit project APR in SAGE.

Collaborative Applicant Accounting Team:

Step 1: CA Accounting POC enters financial information into SAGE once the final draw is complete, by the end of the second month.

Step 2: Once notified by CA program POC, the CA Accounting team pulls financial information from the workbook and enters it into SAGE, no later than the 15th of the final month when the APR is due.

Step 3: Compare financial information to the Financial Reporting Module (FMS) and LOCCS for accuracy.

Step 4: Once information is verified to the match, it is entered into SAGE.

Step 5: Complete required financial backup for the hard copy file and provide it to Program POC for review, indicating accounting piece is finished and the final draw has been completed.

Step 6: CA Accounting will notify CA program POC of any draws made after transferred to the Program POC, at which point the financial accuracy verification steps will be completed again and a hard copy back-up will be updated.

Step 7: CA Accounting will notify CA program POC of any scheduled absences during the APR completion season (September through March) to ensure proper coordination and accommodation of financial information.

Collaborative Applicant
Quarterly Performance Tracking, Monitoring and Reporting

Context: The Washington State's Auditor's Office recently identified the need for the City of Spokane to provide regular tracking, monitoring, reporting of funder-required performance. In response, the City of Spokane, as the Collaborative Applicant for WA502 CoC, will begin quarterly tracking, monitoring, and reporting of funder required performance measures.

A reporting template has been created for the agencies and the CA to use in tracking, monitoring, and reporting performance information. This template, Attachment C – Performance, will be completed by the agency and submitted to the CA program staff. The sub-recipient agency and the CA program staff will follow the following process.

Agency Responsibilities:

Agencies using a comparable database (DV)

- At the end of each quarter, pull data from ***HUD Annual Performance Report*** . Using data from the comparable database and from the APR report complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

Coordinated Entry projects

- At the end of each quarter use CMIS Data Explorer to pull the data needed to complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

All other agencies

- At the end of each quarter, access the agency's ***System Performance Measures (2020)*** report from the list of CMIS Reports to complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

CA Program POC:

- Enter timely receipt of the reports into the tracking sheet. Timeliness of response and full completion of the reports will be scored by the RFP and Funding Committee as part of the annual renewal process.
- Review the submitted reports and respond to the agencies regarding the reports. The CA program POC may suggest or require technical assistance or trainings offered by HUD or other partners as supports for the agency in areas of lower performance.
- Combine all reports into a single document and submit to the CoC Board for review.
- Save the reports in the project file.

Agenda Sheet for City Council Meeting of: 10/03/2022		Date Rec'd	9/22/2022
		Clerk's File #	ORD C36282
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0370 - SBO FOR RETAINAGE PAYMENT AND VEHICLE ACQUISITION		

Agenda Wording

Salary savings SBO transferring $330,000 from personnel to replace four pickup trucks and pay the final amounts for the Construction Management (CM) building.

Summary (Background)

The SBO would utilize funds from Eng. Services salary savings for retainage payment ($102,000) for the CM building replacement, necessitated by the transfer of the underlying property to Spokane Public Schools, was constructed in 2020 and 2021. The four replacement pickup trucks that, at the end of their service life, will be replaced with electric Ford F-150 Lightning pickups used by construction inspectors (total cost $228,000).

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ ($330,000)	# 0370-various personnel
Expense	$ $228,000	# 0370-30210-94000-56404-99999
Expense	$ $102,000	# 0370-tbd
Select	$	#

Approvals		Council Notifications	
Dept Head	BULLER, DAN	Study Session\Other	Finance 9/19
Division Director	FEIST, MARLENE	Council Sponsor	Wilkerson/Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing		dbuller@spokanecity.org	
MANAGEMENT & BUDGET	STRATTON, JESSICA	ddaniels@spokanecity.org	
		jgraff@spokanecity.org	

Committee Agenda Sheet
Finance & Administration

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	X Consent ☐ Discussion Time Requested: _____
Agenda Item Name	SBO for Budget Transfer to Pay Construction Management Bldg Retainage & Purchase of 4 Pickups
Summary (Background)	• The Construction Management building replacement, necessitated by transfer of the underlying property to Spokane Public Schools, was constructed in 2020 and 2021. The last bill is retainage which we withheld per state law in the amount of $102,000. • Engineering Services proposes to replace four pickup trucks at the end of their service life with electric Ford F-150 Lightning pickups for use by Engineering Services construction inspectors at a total cost of $228,000. • With Council approval, we propose to pay for the above proposed capital expenditures totaling $330,000 with salary savings from Engineering Services. These savings were generated by vacancies over the past 8 months caused by an inability to fill positions due to ongoing labor shortages. • All but two of the vacant positions have now been filled and recruitment is underway to fill those two.
Proposed Council Action & Date:	Approval of SBO on October 3, 2022

Fiscal Impact:
Total Cost: $330,000
Approved in current year budget? ☐ Yes X No ☐ N/A

Funding Source X One-time ☐ Recurring
Specify funding source: salary savings

Expense Occurrence X One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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 – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

ORDINANCE NO C36282

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 General 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 General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Decrease the appropriation for a Senior Engineer position, including benefits, by $127,500.
2) Decrease the appropriation for a Public Works Lead Inspector position, including benefits, by $120,000.
3) Decrease the appropriation for an Engineering Tech I position, including benefits, by $21,250.
4) Decrease the appropriation for an Engineer in Training position, including benefits, by $21,250.
5) Decrease the appropriation for a Director of Engineering Services position by $35,000.
6) Decrease the appropriation for a Program Professional position by $5,000.
7) Increase the appropriation for vehicles by $228,000.
8) Increase the appropriation for a relocation retainage payment by $102,000.

(A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replace four pickup trucks and pay the last retainage bill for the Construction Management building, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 10/03/2022		Date Rec'd	9/21/2022
		Clerk's File #	ORD C36284
		Renews #	
Submitting Dept	PMO	Cross Ref #	
Contact Name/Phone	TONYA WALLACE 625-6845	Project #	
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5750 - SBO OFFICE OF PERFORMANCE MANAGEMENT CONTRACTUAL SERVICES		

Agenda Wording

PMO is requesting Council's approval of an SBO to transfer $100,000 from Criminal Justice Assistance Fund reserves to PMO contractual services to pay for a Program Manager from Volt Workforce Solutions for the Community Safety Initiative program.

Summary (Background)

The Community Safety Initiative workgroup (formerly Criminal Justice Workgroup) of elected officials and department heads has been re-established following a pause during the pandemic. This group will begin working to develop solutions to positively impact the health/safety of Spokane's citizens. In order to be successful this initiative will require full-time Senior-Level Project Management experience. A Senior Project Manager candidate with the experience to fill this role has been identified.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 100,000	# 1910-18100-97184-80101-99999
Revenue	$ (100,000)	# 5750-73250-99999-39732-99999
Expense	$ 100,000	# 5750-73250-18880-54201-99999
Select	$	#

Approvals		Council Notifications	
Dept Head	FREDRICKSON, DUSTY	Study Session\Other	F&A Committee 9/19/22
Division Director	WALLACE, TONYA	Council Sponsor	CP Beggs & CM Cathcart
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
MANAGEMENT & BUDGET	STRATTON, JESSICA		

Committee Agenda Sheet
Finance & Administration

Submitting Department	Project Management Office
Contact Name & Phone	Dusty Fredrickson (509) 435.2569
Contact Email	dfredrickson@spokanecity.org
Council Sponsor(s)	*CP Beggs and CM Cathcart*
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	SBO - PMO Contractual Services
Summary (Background)	As public safety continues to rise as the primary concern of Spokane citizens, the Criminal Justice Workgroup has been re-established following a pause during the COVID-19 pandemic and staffing changes across the organization. Now known more broadly as the Community Safety Initiative, a workgroup of cross-branch leadership, including elected officials and city department heads will begin developing solutions in the second half of 2022 aimed at addressing operational efficiencies that will directly impact the health and safety of all citizens of Spokane. To accomplish this goal, the team will leverage best practice Project Management and Continuous Improvement methodology to identify, prioritize and execute initiatives that enhance the City's tools for responding to Community Safety challenges and opportunities. This initiative requires full time Senior-Level Project Management experience to structure and administer the program, as well as manage the execution and implementation of the solutions developed by the workgroup. The Project Management Office (PMO) has identified a Senior Project Manager candidate from Volt Workforce Solutions with the experience to fill the role of Program Manager for the Community Safety Initiative. Due to staffing shortages and current assignments, the PMO has been utilizing contractual services for targeted assignments and recommends this approach to ensure adequate resources are assigned to address a need as urgent and critical to the community as safety. The department requests a transfer of $100,000 from the Criminal Justice Assistance Fund reserves to PMO contractual services to secure this vendor resource through the end of the year. This contract capacity will be allocated to Volt Resource Solutions (SC 2017-0876).Without the support for this role, it is unlikely the Community Safety Initiative program will be successfully implemented due to the complexity of the subject matter and would likely be put on hold until Q1 or Q2 2023 when it is expected the PMO SR Project Manager position can be filled.

Proposed Council Action & Date:	SBO Approval – October 3, 2022

Fiscal Impact:
Total Cost: $100,000
Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Criminal Justice Assistance Fund Reserves

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The operational solutions expected from of this workgroup are intended to address community safety related challenges across all communities in the Spokane City population while emphasizing an improvement of recidivism for those involved in our Municipal Criminal Justices process.

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

This September, the remaining components of the new Municipal Court Legal Case Management system (e.g. eSeries) will be live. For the first time, the City will have access to data integrated (and standardized) across the four Municipal Criminal Justice agencies (e.g. Court, Supervision, Prosecution and Defender).

The PMO Performance Measures team will work closely with Agency and Community Safety Initiative workgroup leadership to identify and collect appropriate 'demographic-related' data while observing the necessary data analysis and dissemination controls.

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

Please reference the answer above. In the same spirit of the 'demographic-related' data, programmatic performance data can also be harvested from the eSeries solution to gauge the performance of implemented solutions. Again, agency and workgroup leadership will play a key role in ensuring data is responsibly and appropriately collected, reported and disseminated.

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 initiative is intended to deliver outcomes that support a wide-range of plans, policies, etc. that pertain to improving topics that the community and the City consider safety-oriented.

ORDINANCE NO C36284

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 Criminal Justice Assistance Fund and the Office of Performance Management 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 Criminal Justice Assistance Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $100,000.
(A) Of the increased appropriation, $100,000 is provided solely as a transfer-out to the Office of Performance Management department.

Section 2. That in the budget of the Office of Performance Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $100,000.
(B) Of the increased revenue, $100,000 is provided solely as a transfer-in from the Criminal Justice Assistance Fund.

2) Increase appropriation by $100,000.
(C) Of the increased appropriation, $100,000 is provided solely for contractual services.

Section 3. 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 full time senior-level project management expertise to the Community Safety Initiative, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 10/17/2022		**Date Rec'd**	10/4/2022
		Clerk's File #	ORD C36294
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	CP BEGGS X6254	**Project #**	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Special Budget Ordinance	**Requisition #**	
Agenda Item Name	0320 - SBO FOR THERAPEUTIC COURT FUNDING		

Agenda Wording

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

Summary (Background)

Given the budget reductions of the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via SBO for 2022. This item is being refiled for consideration after failing to have five votes during the 8/15 Legislative Session.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Neutral **$** (55,000)	**#** 0560-13100-12500-09580-99999
Neutral **$** (16,300)	**#** 0560-13100-12500-52***-99999 (benefits)
Neutral **$** 5,000	**#** 0560-13100-12500-54902-99999
Neutral **$** 55,000	**#** 0560-13100-12500-54201-99999

Approvals		**Council Notifications**	
Dept Head	ALLERS, HANNAHLEE	**Study Session\Other**	Public Safety 7/11 and
Division Director		**Council Sponsor**	CP Beggs; CM Stratton
Finance		**Distribution List**	
Legal		hdelaney@spokanecity.org	
For the Mayor		mdiamond@spokanecity.org	
Additional Approvals		jlargent@spokanecity.org	
Purchasing		kbustos@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact		**Budget Account**
Select	**$** 2,200	**#** 0560-13100-12500-54451-99999
Select	**$** 1,100	**#** 0560-13100-12500-53101-99999

Distribution List

ORDINANCE NO. C36294

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 General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

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.

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 appropriately fund the Court’s therapeutic court program as provided in SMC 05A.18.030, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Committee Agenda Sheet
(Public Safety & Community Health)

Submitting Department	Municipal Court
Contact Name & Phone	Howard F. Delaney / 509-625-4400
Contact Email	hdelaney@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10 Min
Agenda Item Name	SBO – Therapeutic Court Funding
Summary (Background)	Spokane Municipal Court currently operates 3 internal therapeutic courts including Community Court, DUI Court, and Veteran's Court. It also participates in Mental Health Court, which is coordinated by the Spokane County District Court. To date, all of the internal Therapeutic Courts have been funded by a mixture of funds derived from federal and state grants, as well as directly through the Court's internal budget. As of the 2022 budget year, DUI Court has funds remaining for travel expenses and drug testing. Community Court has 2022 grant funding for a Community Court Navigator. All existing grant funding is projected to be exhausted on or about September 1, 2022. Given the budget reductions the Court experienced in its M&O budget lines in the 2022 budget cycle, the Court no longer has the funding to internally sustain its therapeutic court programs. As such, it is asking for the therapeutic courts to be funded via an SBO for the remainder of 2022 and will be submitting a request to embed therapeutic court finding in its budget submission for 2023. It should be noted that SMC 05A.18.030 specifically requires that, "Beginning in FY 2020, the City shall provide funding each year in its normal budget process to continue operations of the Municipal Court's therapeutic courts on the same basis as its alpha docket courts to be supplemented by any grant funding received for operations of one or all of those court programs." Without dedicated funding for the remainder of 2022 and each budget year thereafter, the objective requirements or the spirit of the ordinance cannot be achieved. For 2022, the funding specifically requested for the internal therapeutic courts are as follows: **Community Court** Training – Motivational Interviewing .....$5,000 Program Information Publications .....$750 Parking – Providers & Staff .....$2,500 Incentives/Awards .....$750 City Hall Security .....$5,000 Birth Certificates/ID.....$3,750 *Total Community Court*.....$17,750 **DUI Court** Random Alcohol & Drug Testing .....$50,000 Incentives/Awards .....$1,000 Program Material/Binders.....$500 Program Information Publications/Medical Cards.....$1,000 *Total DUI Court* $52,500

	Veteran's Court Program Information Binders.....$600 Program Information Publications .....$450 *Total Veteran's Court*.....$1,050 *Total All Therapeutic Courts*.....*$71,300* **SBO** From: Salary Savings – Community Court Coordinator, $71,300 Training - $5,000: To: 0560-13100-12500-54902 Registration/Schooling Alcohol/Drug Testing Vouchers & Security- $55,000: To: 0560-13100-12500-54101 - Professional Services Program Brochures - $2,200: To: 0560-13100-12500-54451 - Advertising Program Material/Binders – $1,100: To: 0560-13100-12500-53101 - Office Supplies Incentives & Awards: $1,750 To: 0560-13100-12500-53201 - Operating Supplies Parking Reimbursement/Birth Certificates & IDs – $6,250 To: 0560-13100-12500-53201- Operating Supplies
Proposed Council Action & Date:	Approve the SBO July 25, 2022

Fiscal Impact:
Total Cost: $71,300
Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Internal Salary Savings

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The therapeutic (problem solving) court model assists historically excluded communities in more successfully navigating our complex criminal justice system and increases effectiveness in producing behavioral change in the population.

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?

Data points related to the demography of those under supervision in all Court/CJS programs are collected and analyzed. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated to go live later this year.

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

Data points from all Court/CJS programs are continually collected and analyzed to monitor the effectiveness of all Court/CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated to go live later this year.

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

The improvement in therapeutic (problem solving) court funding as anticipated and the resulting additions to available program resources is a critical element of the City's criminal justice reform efforts.

Agenda Sheet for City Council Meeting of: 10/17/2022		**Date Rec'd**	10/3/2022
		Clerk's File #	ORD C36295
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	
Contact Name/Phone	JACQUI MACCONNELL 625-4109	**Project #**	
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG	**Bid #**	
Agenda Item Type	Special Budget Ordinance	**Requisition #**	
Agenda Item Name	0680 - PRE-APPROVAL OF 2023 AMMUNITION ORDER		

Agenda Wording

Special budget ordinance and order approval of SPD's 2023 ammunition order. This would allow the department to order ammunition now with expected shipment and receipt not occurring until 2023. This will begin a one-year order ahead process.

Summary (Background)

The Spokane Police Department is requesting pre-approval of funds to place our 2023 ammunition order as soon as possible prior to further, additional, significant, price increases. Proposed 2023 budgeted amount for department ammunition is currently $200,000. SPD is requesting a SBO to access that budget now in order to place the 2023 ammunition order before price increases of 14-15% go into effect at the end of October 2022. Ammunition would not be received and/or paid for until 2023.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Expense	**$** 200,000	**#** 0680-11460-21400-53206-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	OLSEN, ERIC	**Study Session\Other**	PSCHC 10/03/2022
Division Director	OLSEN, ERIC	**Council Sponsor**	CM Bingle/Stratton/Kinnear
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	PICCOLO, MIKE	spdfinance	
For the Mayor	PERKINS, JOHNNIE	jmacconnell	
Additional Approvals		apotter	
Purchasing		swohl	
MANAGEMENT & BUDGET	STRATTON, JESSICA		

Committee Agenda Sheet
Public Safety & Community Health

Submitting Department	Police Department
Contact Name & Phone	Jacqui MacConnell, 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	Councilmembers Bingle/Stratton/Kinnear
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	SBO Ammunition Order-Ahead
Summary (Background)	The Spokane Police Department is requesting pre-approval of funds to place our 2023 ammunition order as soon as possible prior to further, additional, significant, price increases. Proposed 2023 budgeted amount for department ammunition is currently $200,000. SPD is requesting a SBO to access that budget now in order to place the 2023 ammunition order before price increases of 14-15% go into effect at the end of October. Ammunition would not be received and/or paid for until 2023.
Proposed Council Action & Date:	Approval of SBO Oct. 17th

Fiscal Impact:
Total Cost: $200,000
Approved in current year budget? ☐ Yes ■ No ☐ N/A

Funding Source ☐ One-time ■ Recurring
Specify funding source: 2023 SPD operating budget under General Fund

Expense Occurrence ☐ One-time ■ 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 C36295

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 General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

1) Increase the appropriation in ammunition by $200,000.
A) Of the increased appropriation, $200,000 is to be used solely for the procurement of 2023 department ammunition.
B) This is an increase to the overall appropriation level in the General Fund and will be funded by General Fund unappropriated reserves.

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 order next year ammunition now in order to avoid significant price increases, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____

Council President

Attest:_____

City Clerk

Approved as to form:_____

Assistant City Attorney

_____ _____

Mayor Date

_____

Effective Date

ORDINANCE NO C36302

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 Criminal Justice Assistance fund and the Community, Housing, and Human Services Administration 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 Criminal Justice Assistance Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase appropriation by $1,570,211
    A) Of the increased appropriations, $1,570,211 is provided solely as a transfer-out to the Community, Housing, and Human Services Administration department.

Section 2. That in the budget of the Community, Housing, and Human Services Administration Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $1,570,211
    A) Of the increase revenue, $1,570,211 is provided solely as a transfer out of the Criminal Justice Assistance Fund.
2) Increase appropriation by $1,570,211
    A) Of the increased appropriation, $1,570,211 is provided solely for contractual services for the Trent Resource and Administration Center.

Section 3. 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 fund the wrap-around services for the residents of the Trent Resource and Administration Center, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____

Council President

Attest:_____

City Clerk

Approved as to form:_____

Assistant City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council Meeting of: 10/17/2022		Date Rec'd	10/12/2022
		Clerk's File #	RES 2022-0094
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN BEGGS X6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - 2023 BUDGET RESOLUTION		

Agenda Wording

Laying out City Council's priorities as related to the City of Spokane's Annual Budget for 2023.

Summary (Background)

The City is facing many financial challenges and opportunities in creating the 2023 budget. Allocating finite revenue to align with strategic operational costs is more important than ever. This resolution lays out foundational principles to accomplish Council's goal of providing operational needs while maintaining reserve balances in 2023 and in future years.

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	10/17 Finance &Administration
Division Director		Council Sponsor	CP Beggs, CM Cathcart, CM Wilkerson
Finance		Distribution List	
Legal		mboston@spokanecity.org	
For the Mayor		bbeggs@spokanecity.org	
Additional Approvals		bwilkerson@spokanecity.org	
Purchasing		mcathcart@spokanecity.org	

RESOLUTION NO. 2022-0094

A Resolution laying out City Council's priorities as related to the City of Spokane's Annual Budget for 2023.

WHEREAS, City Council adopts the Annual Budget for the City of Spokane in December of each year; and

WHEREAS, the City Administration must deliver their draft 2023 Annual Budget to Council no later than November 1, 2022; and

WHEREAS, the City is projected to have historically high revenues in 2023, but also has extensive expenses arising out of pandemic recovery efforts; and

WHEREAS, the City of Spokane is facing a potentially difficult 2023 financially; and

WHEREAS, City Council's budget working group has been meeting to recommend the below criteria to the full City Council for adoption to send to the Administration prior to receiving their draft budget in early November.

NOW, THEREFORE, BE IT RESOLVED the City Council supports a budget that does not further deplete the unrestricted fund balance and to having 2023 budgeted expenditures that do not exceed budgeted revenues.

BE IT FURTHER RESOLVED that the Spokane City Council requests that the Mayor and City Administration deliver a 2023 Annual Budget that meets the following criteria:

1. Does not include American Rescue Plan Act (ARPA) allocations or specific spending that has not already been approved by Council via prior Resolution or Ordinance;
2. Contains at least a 10 percent reduction in general fund expenses;
3. Includes any requested public safety capital in the 2023 budget that is expected to be spent in 2023;
4. Provides a longer-term public safety capital financing plan;
5. Ties any additional ARPA revenue replacement allocations to permanent cuts in position expenses for 2023;
6. Establishes contra account hiring freeze status for 2023 for positions that are not eliminated from the budget;
7. Coincides with the objective for the City to reestablish a healthy unassigned reserve balance of 10-15% of general fund expenditures, similar to the 2017-2019 pre-pandemic average; and
8. Commits to not bringing forward new general fund operational Special Budget Ordinances prior to Quarter 3 of 2023.

BE IT ALSO RESOLVED that the City Council commits to completing the City's ARPA allocations via Special Ordinance no later than January 1, 2023. Council reserves the right to reallocate unused ARPA funds on an as-needed basis.

Passed by the City Council this ____ day of _____, 2022.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Committee Agenda Sheet
[Finance and Administration Committee]

Submitting Department	City Council
Contact Name & Phone	Breean Beggs x6254
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CMs Wilkerson & Cathcart
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10
Agenda Item Name	2023 Budget Resolution
Summary (Background)	The City Council is aware of the many financial challenges and opportunities that face the City in developing the 2023 budget. Allocating finite revenue to align with strategic operational costs remain more important than ever based on the challenges that the City has faced during 2022. It is the Council's goal to capture the full operational needs of the City, while remaining vigilant to maintain reserve balances. The Council is requesting, via resolution, a budget that aligns with the entirety of the operational needs so that the City can maintain financial health in the current operating year, as well as future years. The requests in this resolution state the foundational principles necessary to accomplish the goals.
Proposed Council Action & Date:	Approve on 10/17

Fiscal Impact:
Total Cost:
Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

City Council looks to budget based on the needs within the community by seeking feedback from historically marginalized communities such as, seeking feedback from the City's Equity Subcommittee.

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?

Target data is consistently reported within accounting and reporting systems maintained within the City's databases

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Target data is consistently reported within accounting and reporting systems maintained within the City's databases.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The resolution in place is to draw parallels to the policies above so that these policies can be maintained in perpetuity.