

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



AGENDA FOR 1:15 P.M. MONDAY, SEPTEMBER 23, 2024

The Spokane City Council's Finance and Administration Committee meeting will be held at **1:15 PM September 23, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2482 433 6563; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 4th Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA

- . **Call To Order**

- . **Approval of Minutes from September 23, 2024**

- . **Discussion Items**

1. NORTHEAST PUBLIC DEVELOPMENT AUTHORITY UPDATE - JESSE BANK (15 minutes)
2. AIR QUALITY COMMUNITY GRANT - ADAM MCDANIEL (5 minutes)
3. SITING OF CITY-OWNED AND CITY-FUNDED SUPPORT FACILITIES - CHRIS WRIGHT (10 minutes)
4. SALES TAX - SUNSET CLAUSE RESOLUTION - CM BINGLE (5 minutes)
5. 2024 BUDGET DISCUSSION - CITY COUNCIL UPDATE - KATE FAIRBORN (10 minutes)
6. 2024 BUDGET DISCUSSION - ADMINISTRATION UPDATE - MATT BOSTON (10 minutes)
7. CITY COUNCIL BUDGET PRINCIPLES - KATE FAIRBORN (10 minutes)
8. Q3 2024 QUARTERLY RANGE CHANGES - MIKE ORMSBY (5 minutes)
9. BARRING NON-LOCAL TRUCK TRAFFIC ON A PORTION OF NEBRASKA AVE - JACKSON DEESE (5 minutes)
10. BOARDS, COMMITTEES & INITIATIVE UPDATES - ROUNDTABLE (10 minutes)

- . **Consent Items**

1. FACILITIES PARKING ENFORCE PARK BAY SPALLED CONCRETE REPAIR (FACILITIES MANAGEMENT)
2. FACILITIES WATER DEPARTMENT METER SHOP WINDOW REPLACEMENT (FACILITIES MANAGEMENT)
3. CONTRACT RENEWAL WITH DAVIES CLAIMS SOLUTIONS (RISK MANAGEMENT)
4. JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY ACQUISITION (CITY COUNCIL)
5. JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY SALE (CITY COUNCIL)
6. APPROVAL OF CONTRACT WITH GENERAL CODE LLC FOR \$55,450 - (MAYOR)

7. VRIP CONTRACT AGREEMENT (FINANCE, TREASURY & ADMIN)
8. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
9. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
10. 2025 CAPITAL IMPROVEMENT PROGRAM (CIP) ORDINANCE (FINANCE, TREASURY & ADMIN)
11. SET REVENUE HEARING (FINANCE, TREASURY & ADMIN)
12. PROPERTY TAX ORDINANCE (FINANCE, TREASURY & ADMIN)
13. SET CIP HEARING (FINANCE, TREASURY & ADMIN)
14. SET BUDGET HEARINGS (FINANCE, TREASURY & ADMIN)
15. SYSTEMS & SOFTWARE (ENQUESTA) UTILITY BILLING ANNUAL SOFTWARE MAINTENA (INFORMATION TECHNOLOGY)

. **Executive Session**

Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

. **Adjournment**

. **Next Meeting**

Next Finance & Administration Committee

The next meeting will be held at the regular date and time of **1:15 PM. October 28, 2024.**

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	9/23/2024
Submitting Department	Mayor's Office ICM – Environmental Programs Parks
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	N/A
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0 minutes
Agenda Item Name	Department of Ecology Air Quality Grant – Partnership with Gonzaga University
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> The City plans to partner with the Gonzaga University to seek a Department of Ecology Air Quality in Overburdened Communities grant. Eligible projects under the grant include the implementation of criteria air pollutant emission reduction projects. If this grant application is successful, the Parks Department will replace diesel-powered turf management equipment with zero-emissions equipment through the grant. There is no City match for this grant. This grant is funded through the Climate Commitment Act.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc?	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The Climate Commitment Act requires that Ecology work to reduce criteria air pollutants in communities overburdened and highly impacted by criteria air pollution. This grant is specifically meant to address air quality in overburdened 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?

The City through the Parks Department will track the pieces of equipment that are replaced under the grant program and will submit the necessary progress reports.

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

See above.

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?

Spokane Municipal Code 15.05.020
Sustainability Action Plan



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/21/2024

Clerk's File #

ORD C36570

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CHRIS WRIGHT 625-6210

Requisition #

Contact E-Mail

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0320 - SITING OF CITY-OWNED AND CITY-FUNDED SUPPORT FACILITIES

Agenda Wording

Emergency ordinance relating to the siting of city-owned and city-funded facilities providing comprehensive support services.

Summary (Background)

Current municipal code governs the siting of city-owned shelters and provides for both public outreach and good neighbor agreements prior to siting a homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded facilities, and expands the scope to shelters and facilities providing comprehensive support services. The ordinance further outlines the requirements for good neighbor agreements. This is an emergency ordinance.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Discussion

Date Rec'd

8/21/2024

Clerk's File #

ORD C36570

Cross Ref #

Project #

Council Meeting Date: 10/14/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CHRIS WRIGHT 625-6210

Requisition #

Contact E-Mail

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0320 - SITING OF CITY-OWNED AND CITY-FUNDED SUPPORT FACILITIES

Agenda Wording

Emergency ordinance relating to the siting of city-owned and city-funded facilities providing comprehensive support services.

Summary (Background)

Current municipal code governs the siting of city-owned shelters and provides for both public outreach and good neighbor agreements prior to siting a homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded facilities, and expands the scope to shelters and facilities providing comprehensive support services. The ordinance further outlines the requirements for good neighbor agreements. This is an emergency ordinance.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.

Amount

Budget Account

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

Committee Briefing Paper

Finance & Administration Committee

Committee Date	08/26/24
Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org / 625-6224
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Emergency Ordinance re siting of comprehensive support facilities
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>SMC 12.05.062 and 12.05.063 currently governs the siting of city facilities, including homeless shelters, and provides for both public outreach and good neighbor agreements prior to siting a city-owned homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded as well as city-owned facilities, and expands the beyond shelters to any facility providing comprehensive support services, which are defined in the ordinance. The ordinance further outlines the requirements for good neighbor agreements and imposes other restrictions.</p> <p>This is an emergency ordinance and includes recitals to comply with recently adopted SMC 01.01.080.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p style="text-align: center;">None identified.</p>	

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

Unknown

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

The ordinance is intended to ensure full outreach, and to ensure implementation of measures to mitigate the impacts of certain facilities on nearby businesses and residents. The measures implemented should provide data and information on the success of the outreach and efforts to minimize negative impacts of such facilities.

- 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 ordinance is an expansion of current city policy as reflected in SMC 12.05.062 and 12.05.063.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C36570

AN ORDINANCE relating to the siting and operation of city-owned and city-funded facilities, amending Sections 12.05.005, 12.05.062, and 12.05.063 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the administration is intending to implement a strategy of siting shelters and other centers serving the homeless population throughout the city in a “scattered site” model; and

WHEREAS, the City Council supports the decentralized and “scattered site” approach to delivery of homeless services and siting of shelters and other facilities; and

WHEREAS, while supportive of the “scattered site” model, the City Council has long been mindful that locating homeless services in small business centers, neighborhoods and residential areas can have a negative impact on those areas without adequate planning to minimize the impacts;

WHEREAS, services for the homeless population historically have been situated in the downtown district and are predominantly located in lower income areas of Council District 1; and

WHEREAS, almost exactly two years ago, the Spokane City Council adopted Ordinance C36239 regarding the siting of City-owned facilities, including shelters, observing at the time:

.... public input, collaboration, and cooperation are all critical to the successful process of locating basic City facilities, to ensure that neighborhoods obtain all the benefits of basic city facilities while mitigating the detrimental impacts of those facilities; and

.... members of our community, regardless of where they live, their race, ethnicity, socio-economic status, or any other characteristic, deserve to have the benefit of open, collaborative and transparent interactions with their local government, particularly when it comes to decisions to locate or relocate basic city facilities in their neighborhoods; and

WHEREAS, Ordinance C36239, now codified as SMC Sections 12.05.062 and 12.05.063, requires public outreach and “good neighbor agreements” before siting of city-owned shelters; and

WHEREAS, the “scattered site” amounts to an expansion of city-funded facilities for the homeless but not necessarily “City-owned” shelters or related facilities, and by their terms SMC sections 12.05.062 and 12.05.063 would not apply to facilities not owned by the City but otherwise funded in part or in whole by the City; and

WHEREAS, to ensure the success of the “scattered site” model and to prevent the distrust of local government that arises from unilateral decisions to support the placement of city-funded shelters and homeless service in small business centers, neighborhoods and residential areas, the City

Council desires to amend the Spokane Municipal Code to ensure the placement of facilities under the “scattered site” model comply with the spirit and letter of Ordinance C36239; and

WHEREAS, the City must implement its comprehensive “scattered site” shelter plan as quickly as possible with the anticipated closure of the Trent Resource and Assistance Center, and such urgency is likely to override local concerns over siting of facilities unless a legal framework is enacted as quickly as possible to regulate the siting of both city-funded facilities as well as City-owned facilities; and

WHEREAS, the urgency to implement a scattered site plan, and the competing urgency to preserve the interests of small business centers, neighborhoods and residential areas, requires enactment of amendments to SMC sections 12.05.062 and 12.05.063 as soon as possible, in less than 30 days; and

WHEREAS, the administration’s implementation of the scattered site model outside the parameters of Ordinance C36239 is sudden, unexpected, and requires immediate action to prevent or mitigate the threat to small business centers, neighborhoods and residential areas; and

WHEREAS, the normal course of legislative procedures of the City Council cannot result in a timely expansion SMC sections 12.05.062 and 12.05.063 to ensure those provisions apply to both City-owned as well as City-funded facilities nor will it ensure the use of good neighbor agreements anticipated under the current municipal code provisions; and

WHEREAS, this ordinance is necessary for the immediate preservation of the public peace, health or safety or for the immediate support of City government and its existing public institutions,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Adoption of Findings.

Pursuant to Section 01.01.080 of the Spokane Municipal Code, the City Council adopts the foregoing recitals as findings in support of this emergency ordinance.

Section 2. Section 12.05.005 of the Spokane Municipal Code is amended as follows:

[Section 12.05.005](#) Definitions

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. “Baby changing facility” means a table or other device suitable for changing the diaper of a child.

C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.

D. "Basic City Facility" or "Basic City Facilities" means public safety facilities, including fire and police stations, City-owned water reservoirs, and other utility facilities, city-owned ~~((homeless shelters))~~ and city-funded facilities providing comprehensive support services, and community centers. Provided that, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.

E. "City-funded facility" or "city-funded facilities" with respect to a facility providing comprehensive support services means a facility receiving any of its operating or capital expenditures from the city's general fund or special revenue or tax funds or broad based grants in any calendar year, but excluding from those expenditures any funds from other public or private sources for which the city is merely a fiscal or pass-thru agent.

F. "Comprehensive support services" means services encompassing addiction recovery services, resource distribution centers, congregate shelters, transitional or non-permanent housing. Such services include, but are not limited to, behavioral health services providers as defined in RCW 71.05.020.

((E)) G. "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:

1. Civil immigration detention;
2. Removal proceedings; and
3. Removal from the United States

((F)) H. "Good neighbor agreement" means a written agreement for communication and collaboration and which contains the following framework:

1. Establishment of a community roundtable consisting of at least the following stakeholders, each of whom commits to the requirements of this subsection H:
 - a. Representative of the city-funded facility operator;
 - b. Neighborhood council chair or designee;
 - c. Representative of each business district, business association, or BID that is within 1/4 mile of the facility;
 - d. City of Spokane Neighborhood Services;

- e. City of Spokane Police Department;
 - f. City of Spokane Code Enforcement;
 - g. Local representative of the funding agency for the facility; and
 - h. All immediately adjacent property owners, residents, and tenants.
2. Commitment of the community roundtable to meet at least monthly and to fulfill the following goals:
- a. Start and maintain open communication and understanding between the named parties in order to be responsible partners and neighbors to each other;
 - b. Develop procedures for resolving problems that may arise in the future;
 - c. Encourage early communication to identify and resolve differences;
 - d. Encourage a high level of high quality care and investment in the neighborhood;
 - e. Maintain and enhance public safety and livability;
 - f. Reduce crime in the neighborhood;
 - g. Contribute to the safety and well-being of everyone in the community by committing to treat everyone with respect;
 - h. Communicate with one another productively when questions, problems or differences arise, and resolve concerns at the lowest possible level; and
 - i. Foster a safe and welcoming community for everyone.
3. Commitment to maintain a website containing project information (type of facility, specific services, etc), a list of contacts for each named party, and a copy of the executed Good Neighbor Agreement.

((F)) I. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

((G)) J. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.

((H)) K. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

((I)) L. “United States Customs and Border Protection” means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

((K)) M. “United States Immigration and Customs Enforcement” means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

((L)) N. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 3. 12.05.062 of the Spokane municipal code is amended as follows:

Section 12.05.062 Siting of Basic City Facilities – Process

A. Prior to locating a Basic City Facility, or prior to locating, re-locating, re-opening, or funding a city-owned and/or city-funded facility providing comprehensive support services, the city shall undertake the following public process((-):

1. Convene at least one public community meeting and solicit written comment from members of the affected neighborhood council area(s) concerning the need(s) for the facility and the service(s) desired or required by the community, as well as identified service gap(s) to be addressed by the facility.
2. Publish any alternative locations considered for the proposed new or relocated Basic City Facility, to enable the residents of the affected neighborhood(s) of the relative merits and compliance with SMC 12.05.063 of each proposed alternative location and solicit comment on the proposed alternative locations in at least one open public meeting held in the affected neighborhood(s).

B. The Spokane City Council’s Equity Subcommittee shall review all responsive proposals and make a recommendation to the City Council based on at least the following criteria, to be given equal weight:

1. effective demonstrably needed service to impacted neighborhood residents;
2. responsiveness of the location to the demonstrated needs of the residents of an impacted neighborhood; ~~((and))~~
3. financial sustainability of the location;
4. evaluation of proposed comprehensive strategies for mitigation and prevention of any anticipated or unanticipated nuisance and/or criminal activity impacting surrounding neighborhood;
5. consideration of geographic equity, evaluating both current and historic distribution patterns of highly impactful services; and

6. the proposed Good Neighbor Agreement to be executed in connection with the facility.

- C. City services shall not be provided at the location unless the City Council has approved the location or relocation of a Basic City Facility. The locating, re-opening, re-locating or funding of a city-owned and/or city-funded facility providing comprehensive support services shall be approved by the city council, regardless of the amount of the fiscal commitment of the City to facility.

Section 4. 12.05.063 of the Spokane municipal code is amended as follows:

Section 12.05.063 Basic City Facilities – Criteria

- A. The following criteria shall be met before any decision to place a new or relocated Basic City Facility can be made:
1. For police precincts, the chosen location shall:
 - a. be visible to the public in a frequently-traveled location;
 - b. provide access for the public to onsite services and for officers responding to reports of crime;
 - c. be located within high visibility of patrol cars, foot and bicycle community policing patrols; and
 - d. provide adequate space and facilities for co-deployed services and reception provided through mutual agreement with Spokane C.O.P.S.
 2. For utility facilities:
 - a. the location must be designed to minimize conflicts with traffic to the extent consistent with efficient operations.
 - b. the location must be designed and operated to minimize noise, odor, dust, or other negative impacts due to the operation of the facility to the extent consistent with efficient operations.
 3. For city-owned (~~((homeless shelters))~~) and city-funded facilities providing comprehensive support services:
 - a. the location shall not be located within (~~((three blocks))~~) 1000 feet of schools;
 - b. the location must be accessible by public transportation; and
 - c. a good neighbor agreement must be executed and in place (~~((between the shelter provider and the surrounding businesses and the applicable neighborhood council))~~).
 - d. The physical space must maintain an internal courtyard or equivalent, to enable the prohibition of external loitering that may create a nuisance for neighbors.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. Emergency Findings. Pursuant to Section 01.01.080 Spokane Municipal Code, the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of five members of the City Council.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Committee Briefing Paper

Urban Experience Committee

Committee Date	10/23/24
Submitting Department	City Council
Contact Name	Candi Davis
Contact Email & Phone	cldavis@spokanecity.org (625-6719)
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0320- Resolution Supporting Sunset Clause for Proposition 1
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Resolution of the City Council expressing intent to pass legislation to impose a 10-year sunset clause on the “Community Safety Sales Tax” proposition if approved by the voters in the November 2024 election.</p>
*use the Fiscal Impact box below for relevant financial information	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost: Unknown</p> <p> Subsequent year(s) cost: Unknown</p> <p>Narrative: <u>Not applicable</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p style="margin-left: 20px;">Not applicable</p> • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <p style="margin-left: 20px;">Not applicable</p> • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? <p style="margin-left: 20px;">Not applicable</p> 	

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

Not applicable

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable

RESOLUTION NO. 2024-_____

A Resolution confirming the City Council’s intentions regarding Proposition No.1, the “Community Safety Sales Tax” proposal.

WHEREAS, at the request of the Brown Administration, the city council adopted Resolution 2024-0067, which places before the voters of Spokane the “Community Safety Sales Tax” measure; and

WHEREAS, as proposed and submitted to the voters, the Community Safety Sales Tax, if adopted by the voters, would impose the sales tax in perpetuity, unless there is city council action or a voter referendum to either repeal the tax or otherwise set a termination date; and

WHEREAS, the city council could terminate the Community Safety Sales Tax, or set an expiration or “sunset date” of ten years, more or less, and impose other conditions not otherwise inconsistent with express terms of the proposition as approved by the voters; and

WHEREAS, if the Community Safety Sales Tax is approved by the voters, the City Council intends to enact an ordinance limiting the length of the tax to ten years; and

WHEREAS, the City Council believes it is essential to impose a ten-year limit on the Community Safety Sales Tax, believing the better approach to creating a sustainable, fair and fiscally responsible budget for the City of Spokane requires other measures to reduce expenditures and improve efficiency within its operations; and

WHEREAS, the City Council believes also it is essential to impose a ten-year limit on the Community Safety Sales Tax because the priority of the city should be accommodating other revenue measures as may be necessary to improve the public welfare and safety, including a possible property tax and or sales measure to finance a new jail facility.

NOW, THEREFORE, BE IT RESOLVED the City Council expresses its intent, in the event the voters of Spokane approve Proposition No. 1, to promptly enact measures necessary to sunset the Community Safety Sales Tax by the end of year 2035, and to create a special revenue fund to govern the use of revenues from the Community Safety Sales Tax to ensure such uses are consistent with the stated purposes of the tax, as presented to the voters of Spokane.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

Council Briefing Paper

Finance & Administration Committee

Committee Date	September 23 rd , 2024
Submitting Department	Human Resources
Contact Name	Mike Ormsby
Contact Email & Phone	mormsby@spokanecity.org x6278
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart, Zack Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – Q3 2024, Quarterly Range Changes
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda

Summary	<p>The City’s Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents’ pay will be adjusted.</p>																																			
<p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Union</th> <th style="width: 10%;">SPN</th> <th style="width: 20%;">Title</th> <th style="width: 10%;">From Grade</th> <th style="width: 10%;">To Grade</th> <th style="width: 10%;">Former Range</th> <th style="width: 10%;">New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="text-align: center;">Civil Service Request</td> </tr> <tr> <td>SAFO</td> <td>951</td> <td>Battalion Chief – Administration</td> <td>N/A</td> <td>Range 48</td> <td>-0-</td> <td>\$144,656.64- \$173,429.28</td> </tr> <tr> <td colspan="7" style="text-align: center;">Director Request</td> </tr> <tr> <td>MPA</td> <td>660</td> <td>WWTP Plant Manager</td> <td>MPB 62</td> <td>MPA 58</td> <td>\$116,969.76 \$166,705.92</td> <td>\$107,114.40 \$150,356.88</td> </tr> </tbody> </table>		Union	SPN	Title	From Grade	To Grade	Former Range	New Range	Civil Service Request							SAFO	951	Battalion Chief – Administration	N/A	Range 48	-0-	\$144,656.64- \$173,429.28	Director Request							MPA	660	WWTP Plant Manager	MPB 62	MPA 58	\$116,969.76 \$166,705.92	\$107,114.40 \$150,356.88
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<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$11,500 savings citywide. Sewer Fund: approx. \$11,500 savings.</p> <p>Current year cost: Sewer Fund: approx. \$3,000 savings.</p> <p>Subsequent year(s) cost: The cost in subsequent years will escalate by each union’s contracted Cost of Living Adjustments (COLAs).</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? N/A for Sewer. There is no explicit plan for the Battalion Chief classification, so the funding requirements are uncertain and excluded.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: Personnel budgets will not be adjusted to accommodate these changes in the current budget year. Existing personnel budgets are expected to cover the increased expense due to vacancy savings, other personnel adjustments and/or cost savings.</p>

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
No budget change will be made, but personnel expenses will change in the affected Funds.
- What operational changes will occur because of this adjustment?
This will not impact sewer operations.
- What are the potential risks or consequences of not approving the budget adjustment?
If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.
- 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?
Ensures compensation equity.

What current racial and other inequities might this special budget ordinance address?

This SBO works to ensure compensation equity.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the various Funds listed below, 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 Fire and Emergency Medical Services (EMS) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Battalion Chief – Administration position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
SAFO	951	Battalion Chief – Administration	N/A	48	-0-	\$144,657-\$173,429

Section 2. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Wastewater Treatment Plan Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPA	660	WWTP Plant Manager	MPB 62	MPA 58	\$116,970-\$166,706	\$107,114-\$150,357

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 adjust pay ranges to align with salary analysis, 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 by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Urban Experience Committee

Committee Date	9/16/24
Submitting Department	COUNCIL
Contact Name	JACKSON DEESE
Contact Email & Phone	JDEESE@SPOKANECITY.ORG
Council Sponsor(s)	ZZAPPONE BWILKERSON
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	ORDINANCE AMENDING SECTION 12.08.010 OF SPOKANE MUNICIPAL CODE TO BARRING NON-LOCAL TRUCK TRAFFIC ON NEBRASKA AVE FROM NORTH ASH STREET TO NORTH MONROE STREET.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	RESIDENTS OF W NEBRASKA AVE HAVE EXPERIENCED CONSISTENT USE OF THEIR RESIDENTIAL STREET BY FREIGHT TRUCK TRAFFIC DESPITE REPEATED ATTEMPTS IN ASKING BUSINESSES TO NOT USE THE STREET FOR NON-LOCAL TRAFFIC, INCLUDING CONVERSATIONS WITH COUNCIL MEMBER ZAPPONE.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,000</u></p> <p style="padding-left: 20px;">Current year cost: \$1,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: Regular maintenance</p> <p>Narrative: <u>Residents of W Nebraska have worked with Council Member Zappone to have tentative agreements with local businesses to not use their residential streets to move freight trucks. Residents report that freight trucks continue to use the street and have requested official action to ban non-local freight traffic from the street.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes, only minor sign maintenance or replacement as necessary.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>No impacts on historically excluded communities.</p>	

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

N/A

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

Residents noticing a change in freight traffic passing through.

- 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?

Follows other streets in the city as listed in Section 12.08.010 of SMC that already ban non-local truck traffic.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not reviewed by a subcommittee. Potential to be reviewed by Transportation Commission when ready.

ORDINANCE NO. C36582

An ordinance relating to commercial truck traffic on Nebraska Avenue and amending Section 12.08.010 of the of the Spokane Municipal Code.

WHEREAS, the residents of West Nebraska Avenue have been experiencing consistent use of their residential street by commercial truck traffic, despite repeated entreaties to local businesses to route their commercial vehicles outside of the residential area; and

WHEREAS, Section 12.08.010 of the Spokane Municipal Code currently bars trucks from many Spokane Streets; and

WHEREAS, the City wishes to add West Nebraska Avenue to the list of streets where all non-local truck traffic is barred,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.010 Spokane Municipal Code be amended to read as follows:

Section 12.08.010 Streets Closed to Trucks

A. Hereafter the following streets and avenues in the city shall be permanently closed to all truck travel except for the purpose of making deliveries or providing service to points upon such streets or avenues:

1. Buckeye Avenue from Rebecca Street to Havana Street.
2. Cannon Street from Fourth Avenue to Riverside Avenue.
3. Carlisle Avenue from Ralph Street to Havana Street.
4. Chestnut Street from Fifth Avenue to First Avenue.
5. Cleveland Avenue from Greene Street to Havana Street.
6. Coeur d'Alene Street from Sixth Avenue to Pacific Avenue.
7. Cuba Street from Upriver Drive to Frederick Avenue.
8. Elm Street from Third Avenue to Riverside Avenue.
9. Ermina Avenue from Sycamore Street to Havana Street.
10. Fairview Avenue from Greene Street to Havana Avenue.
11. Ferrall Street from Montgomery Avenue to Euclid Avenue.
12. Fifth Avenue from Chestnut Street to Coeur d'Alene Street.
13. First Avenue from Maple to Poplar Street.
14. Fourth Avenue from Cannon Street to Spruce Street.
15. Frederick Avenue from Freya Street to Havana Street.
16. Freya Street from Upriver Drive to Frederick Avenue.
17. Grace Avenue from Greene Street to Havana Street.
18. Greene Street from Grace Avenue to Euclid Avenue.
19. Havana Street from Upriver Drive to Frederick Avenue.

20. Hemlock Street from Sixth Avenue to Riverside Avenue.
 21. Jackson Avenue from Greene Street to Havana Street.
 22. Julia Street from Grace Avenue to Frederick Avenue, and from Upriver Court to Marietta Avenue.
 23. Marietta Avenue from Greene Street to Havana Street.
 24. Montgomery Avenue from Ralph Street to Havana Street.
 25. Myrtle Street from Carlisle Avenue to Frederick Avenue.
 26. Oak Street from Third Avenue to Riverside Avenue.
 27. Pacific Avenue from Maple Street to Coeur d'Alene Street.
 28. Poplar Street from Third Avenue to First Avenue.
 29. Ralph Street from Carlisle Avenue to Euclid Avenue.
 30. Rebecca Street from Upriver Drive to Frederick Avenue.
 31. Second Avenue from Havana Street to Freya Street; and from Maple Street to Coeur d'Alene Street.
 32. Spruce Street from Fourth Avenue to Pacific Avenue.
 33. Sycamore Street from Ermina Avenue to Frederick Avenue.
 34. Third Avenue from Elm Street to Coeur d'Alene Street.
 35. Thor Street from Montgomery Avenue to Euclid Avenue.
 36. Upriver Court.
 37. Upriver Drive from Ralph Street to Havana Street, and from the City limits at Buckeye Avenue to the east City limits.
38. West Nebraska Avenue from North Ash Street to North Monroe Street.

B. Any person, firm, or corporation operating a truck upon the streets or avenues enumerated in subsection (A) of this section, except for the purpose of making deliveries or providing service to points upon such streets or avenues, shall be guilty of a traffic infraction.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

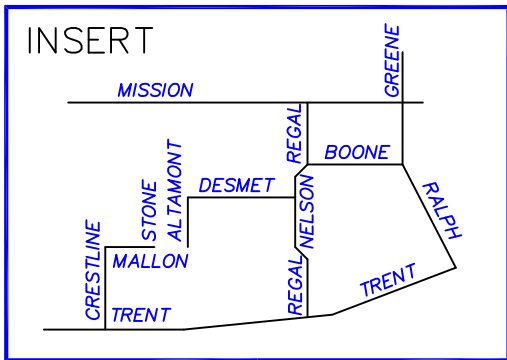
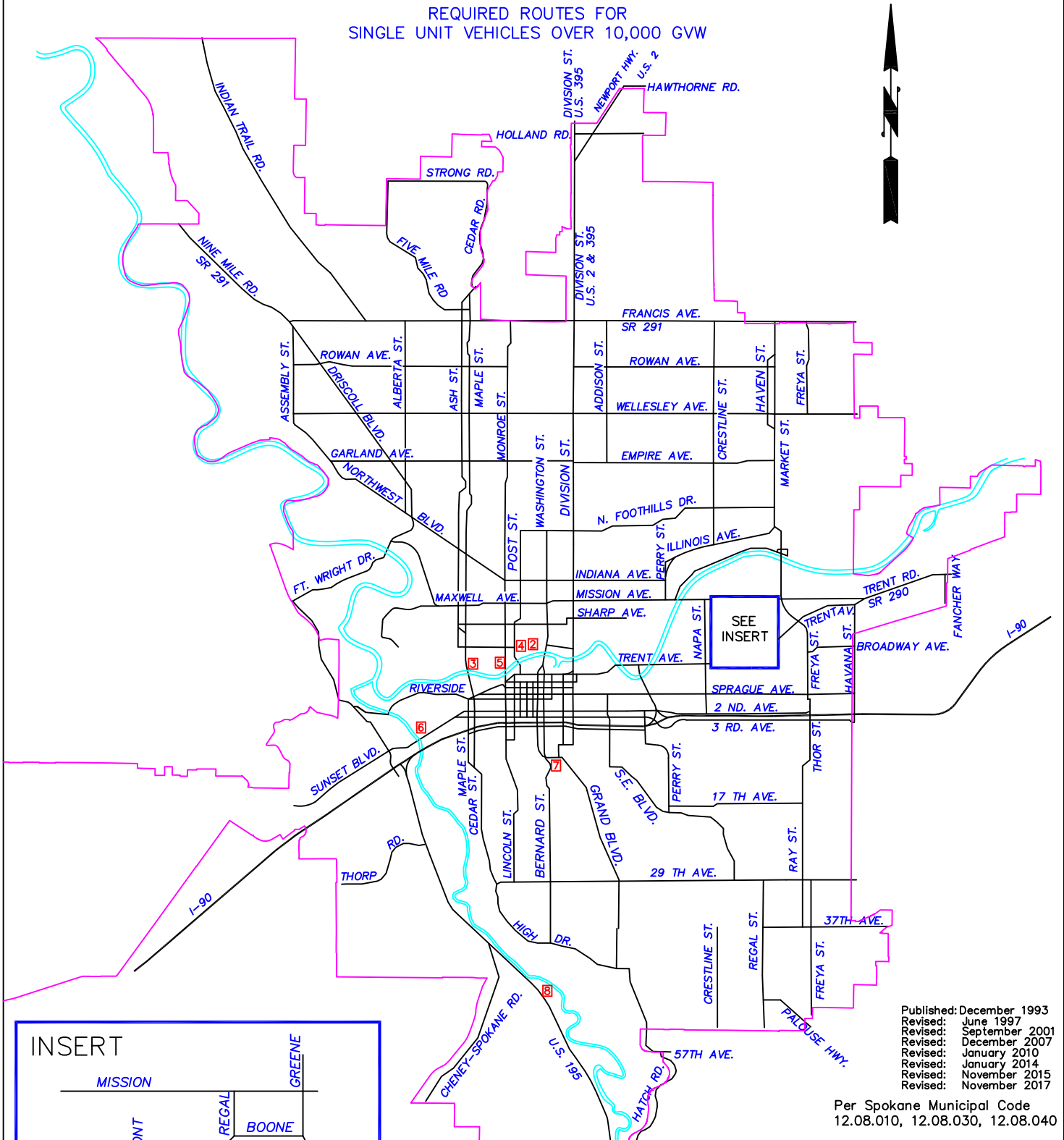
Mayor

Date

Effective Date

CITY OF SPOKANE

REQUIRED ROUTES FOR SINGLE UNIT VEHICLES OVER 10,000 GVW



Published: December 1993
 Revised: June 1997
 Revised: September 2001
 Revised: December 2007
 Revised: January 2010
 Revised: January 2014
 Revised: November 2015
 Revised: November 2017

Per Spokane Municipal Code
 12.08.010, 12.08.030, 12.08.040

EXPLANATION

This map applies to all single unit vehicles over 10,000 lbs GVW. These routes are to be used to the point nearest the pickup or delivery if the pickup or delivery is off these routes. Questions about the routing over-legal vehicles can be referred to the Street Department City of Spokane (509) 232-8800.

WEIGHT LIMIT

SINGLE UNIT = T
 5-AXLE SEMI = T T
 TRUCK & TRAILER = T T

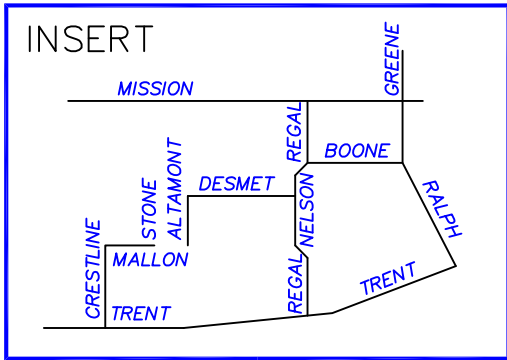
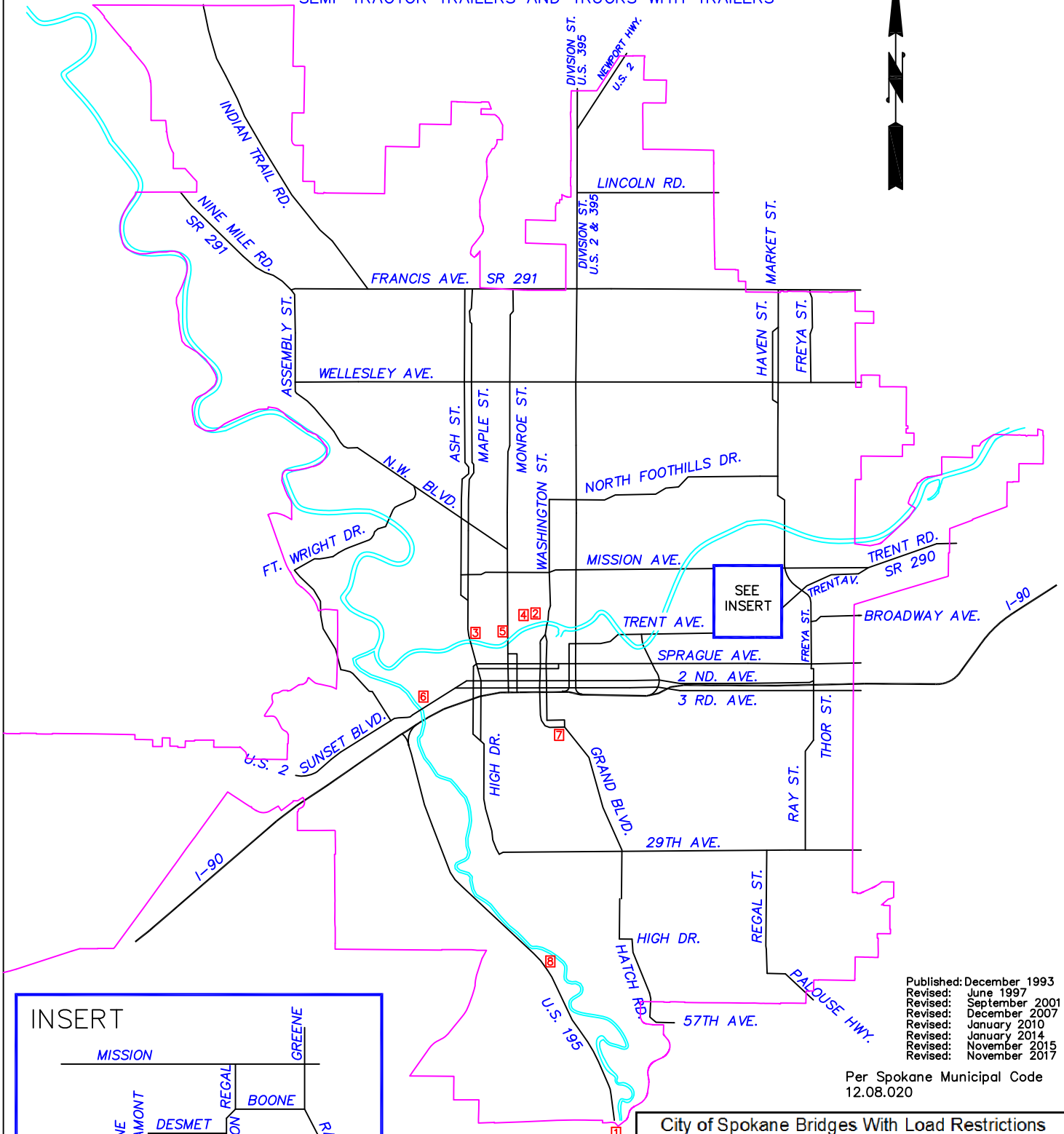
SINGLE UNIT VEHICLES

4 AXLES = T T T
 5 AXLES = T T T T
 6 AXLES = T T T T T
 7+ AXLES = T T T T T T

City of Spokane Bridges With Load Restrictions					
	Name	Single Unit Truck	5-Axle Semi	Truck & Trailer	
1	Hatch Bridge	25 Tons	36 Tons	40 Tons	
2	Howard Mid Channel	13 Tons	18 Tons	20 Tons	
3	Maple Street Bridge	25 Tons	36 Tons	40 Tons	
4	Post Street Bridge	8 Tons	12 Tons	15 Tons	
	Name	4 Axles	5 Axles	6 Axles	7 Axles
5	Monroe Bridge	26 Tons	29 Tons	31 Tons	33 Tons
6	Sunset Bridge	26 Tons	29 Tons	31 Tons	33 Tons
7	9th Av Bridge	18 Tons	18 Tons	19 Tons	21 Tons
8	Qualchan Bridge	-	28 Tons	28 Tons	29 Tons

CITY OF SPOKANE

REQUIRED ROUTES FOR SEMI-TRACTOR TRAILERS AND TRUCKS WITH TRAILERS



Published: December 1993
 Revised: June 1997
 Revised: September 2001
 Revised: December 2007
 Revised: January 2010
 Revised: January 2014
 Revised: November 2015
 Revised: November 2017

Per Spokane Municipal Code
 12.08.020

EXPLANATION

This map applies to all semi-tractor combinations and trucks with trailers used in intercity or interstate hauling. These routes are to be used to the point nearest the pickup or delivery if the pickup or delivery is off these routes.

Questions about the routing over-legal vehicles can be referred to the Street Department City of Spokane (509) 232-8800.

WEIGHT LIMIT

SINGLE UNIT=

5-AXLE SEMI=

TRUCK & TRAILER=

T

TT

TTT

SINGLE UNIT VEHICLES

4 AXLES

5 AXLES

6 AXLES

7+ AXLES

T

TT

TTT

TTTT

City of Spokane Bridges With Load Restrictions					
	Name	Single Unit Truck	5-Axle Semi	Truck & Trailer	
1	Hatch Bridge	25 Tons	36 Tons	40Tons	
2	Howard Mid Channel	13 Tons	18 Tons	20 Tons	
3	Maple Street Bridge	25 Tons	36 Tons	40 Tons	
4	Post Street Bridge	8 Tons	12 Tons	15 Tons	
	Name	4 Axles	5 Axles	6 Axles	7 Axles
5	Monroe Bridge	26 Tons	29 Tons	31 Tons	33 Tons
6	Sunset Bridge	26 Tons	29 Tons	31 Tons	33 Tons
7	9th Av Bridge	18 Tons	18 Tons	19 Tons	21 Tons
8	Qualchan Bridge	--	28 Tons	28 Tons	29 Tons

Finance and Administration Committee

Board and Commission Updates:

- Council Office Operations Workgroup
 - Wilkerson; Zappone; and Cathcart
- ARPA Workgroup
 - Bingle; Wilkerson; and Zappone
- Equity Subcommittee
 - Navarrete
- Inspector General Workgroup
 - Cathcart; Zappone; and Wilkerson
- Language Access Workgroup
 - Cathcart and Navarrete
- Legislative Committee
 - Zappone; Bingle; and Dillon
- Investment Committee
 - Cathcart
- Spokane Employees Retirement System (SERS) Board
 - Bingle
- Aging and Long Term Care Board
 - Wilkerson
- Association of Washington Cities Board
 - Wilkerson and Zappone
- Fire Pension Board
 - Cathcart
- Police Pension Board
 - Wilkerson
- Lodging Tax Advisory Committee (PFD)
 - Wilkerson
- Lodging Tax Advisory Board (1.3%)

- Zappone
- TPA Commission / Hotel-Motel Commission
 - Zappone
- University District Public Development Authority
 - Wilkerson
- University District Development Association
 - Wilkerson
- Visit Spokane
 - Zappone
- West Plains Public Development Authority (S3R3)
 - Wilkerson
- Northeast Public Development Authority (NEPDA)
 - Cathcart

Finance and Administration Committee

Council Staff Updates:

- City Council Manager of Equity and Inclusion Initiatives
 - Alex Gibilisco
- Council Office Director
 - Giacobbe Byrd
- Budget Director
 - Kate Fairborn

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/11/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

FACILITIES MANAGEMENT

Bid #

RFB 24-016

Contact Name/Phone

DAVE STEELE 625-6404

Requisition #

CR267030

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5900 FACILITIES PARKING ENFORCE PARK BAY SPALLED CONCRETE REPAIR

Agenda Wording

The Facilities Department has solicited bids for necessary repairs to the Parking Services Building structural concrete floor. This repair completes the removal of failed concrete, rebar and floor coating and completes the replacement with like.

Summary (Background)

This repairs completes the removal of failed concrete, rebar and floor coating and completes the replacement with like materials. This work may require additional concrete repair work beyond the original 60 sf of 5" thick concrete and 30 sf of 3" concrete. We are also requesting approval for additional spending of up to \$22,000 in addition to the 10% reserve. The contractor will have to ask for and receive approval from the Facilities Depart for additional work beyond the 60 sf and 30 sf.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 56,652.75

Current Year Cost \$ 56,652.75

Subsequent Year(s) Cost \$

Narrative

If the issues aren't fixed in a reasonable time frame, the 60 sf and 30 sf of concrete will continue to fail causing more extensive work to be done in the future.

Amount**Budget Account**

Expense \$ 56,652.75

5900-71300-18300-54802-89013 base bid

Expense \$ 22,000.00

5900-71300-18300-54802-89013 contingency

Expense \$ 5,198.00

5900-71300-18300-54802-89013 admin reserve

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Parking Services Building – Concrete Repairs
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department has solicited bids for necessary repairs to the Parking Services Building structural concrete floor. This repair completes the removal of failed concrete, rebar and floor coating and completes the replacement with like materials.</p> <p>This work may require additional concrete repair work beyond the original 60 s.f. of 5" thick concrete and 30 s.f. of 3" concrete. We are also requesting approval for additional spending of up to \$22,000 in addition to the 10% reserve. The contractor will have to ask for and receive approval from the Facilities Department for additional work outside of the original 60 sq ft and 30 sq ft.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense: \$ 79,173.00 plus Applicable SalesTax	
Base bid:	\$ 51,975.00
Administrative Reserve (10%)	\$ 5,198.00
Additional Spending Authority	\$ 22,000.00
Total	\$ 79,173.00 plus applicable tax
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: <u>5900-713000-18300-54802-89013</u>	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
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?

This project represents a significant re-investment in an existing City Facility with the intent of extending the useful life



City of Spokane
PUBLIC WORKS AGREEMENT
Title: **FACILITIES PARKING ENFORCEMENT
BUILDING CONCRETE REPAIRS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CASCADE INDUSTRIAL SERVICES, LLC**, whose address is 2462 West Chrisshan Court, Rathdrum, Idaho 83858 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to perform the Facilities Parking Enforcement Building Parking Bay Spalled Concrete Repairs and

WHEREAS, the Contractor was selected from Request for Bid No. 24-016 issued by the City.

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

1. TERM OF AGREEMENT.

This Contract shall begin on October 14, 2024, and shall end on June 30, 2025, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in the RFB, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Work is subject to City review and approval. The Contractor 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 Contractor’s progress.

3. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **FIFTY-ONE THOUSAND NINE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$51,975.00)**, plus applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the City Clerk’s File No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of

Wages Paid number. Payment will not be made without this documentation included on the invoice.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Facilities Department, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

6. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor'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. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. 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 Contractor 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.

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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 Contractor 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.

12. DEBARMENT AND SUSPENSION.

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

13. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

14. INSURANCE.

During the period of the Contract, the Contractor 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 Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- i. Acceptable **supplementary Umbrella coverage** in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

15. **SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

19. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

20. ANTI KICK-BACK.

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

21. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

23. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, 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.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **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 Contractor after the time the same shall have become due nor payment to the Contractor 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.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. 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.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

CASCADE INDUSTRIAL SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – City's Request for Bid

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

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

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



EXHIBIT B
**Certification of Compliance with Wage Payment
Statutes and Washington Department of Labor and
Industries Training Requirement**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT C



< Business Lookup

License Information:

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

Entity name: CASCADE INDUSTRIAL SERVICES LLC

Business name: CASCADE INDUSTRIAL SERVICES LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-496-026

Business ID: 001

Location ID: 0002

Location: Active

Location address: 24665 N HUNTERS GROVE CT
RATHDRUM ID 83858-5103

Mailing address: 2462 W CHRISSHAN CT
RATHDRUM ID 83858-2400

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Moses Lake General Business - Non-Resident	BUS2019-0707			Active	Sep-30-2024	Nov-13-2019
Spokane General Business - Non-Resident				Active	Sep-30-2024	May-26-2021

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

Governing people	Title
DALLY, CHARLES	

[View Additional Locations](#)

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How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2024

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 BRIAN GOETZ INSURANCE AGENCY INC 840 W KATHLEEN AVE COEUR D ALENE ID 83815-9405	CONTACT NAME: ADRIANE MEKSCH PHONE (A/C, No, Ext): 208-667-6468 FAX (A/C, No): 208-667-6460 E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B :</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td>Idaho State Insurance Fund</td> <td>36129</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Fire and Casualty Company	25143	INSURER B :	State Farm Mutual Automobile Insurance Company	25178	INSURER C :			INSURER D :	Idaho State Insurance Fund	36129	INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED CASCADE INDUSTRIAL SERVICES, LLC CHARLES L DALLY JR 2462 W CHRISSHAN CT RATHDRUM ID 83858-5103																					

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	93-BV-X258-6	05/21/2024	05/21/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS			088 9570-E21-12	05/21/2024	11/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$
				088 1684-E21-12	05/21/2024	11/21/2024	BODILY INJURY (Per person) \$ 1,000,000
				089 7435-E21-12	05/21/2024	11/21/2024	BODILY INJURY (Per accident) \$ 1,000,000
				094 4186-E21-12	05/21/2024	11/21/2024	PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			93-BH-P746-8	05/21/2024	05/21/2025	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		649272	04/08/2024	04/08/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER \$
							E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CONCRETE RESTORATION AND RESURFACING
 CITY OF SPOKANE IS INCLUDED AS AN ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISION OF THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT
 JOB: PARKING ENFORCEMENT / PARKING BAY CONCRETE REPAIRS

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE PLANNING AND DEVELOPMENT SERVICES 808 W SPOKANE FALLS BLVD SPOKANE WA 99201-3343	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Adriane M Meksch LSAS</i>
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City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
 PROJECT NAME: RFB 24-016 Facilities Parking Enfrce Bldg Parking Bay Spalled Concrete Repairs

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$ <u>51,975.00</u>	Unit cost per s.f. for additional full depth concrete removal & repair (Include Retail Sales Tax)	\$ <u>755.37</u>
SALES TAX (9 %)	\$ <u>4,677.75</u>	Unit cost per s.f. for additional 3" depth concrete removal & repair (Include Retail Sales Tax)	\$ <u>377.68</u>
TOTAL BASE BID PRICE:	\$ <u>56,652.75</u>	Alt 3 Description or Delete (Include Retail Sales Tax)	\$ <u>NA</u>
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$ <u>NA</u>		

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. CASCADES 858J1
 U.B.I. Number 603-496-026
 Washington Employment Security Department Number 000-093966-00-4
 Washington Excise Tax Registration Number 603-496-026
 City of Spokane Business Registration Number 603-496-026

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
 L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) NA and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.
 For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
 (YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: Cascade Industrial Services LLC
 SIGNATURE: [Signature]
 TITLE: Owner PHONE: 208-449-2520
 ADDRESS: 2462 W Chrissan Court Rathdrum, ID 83858



City of Spokane Invitation To Bid

Project Title: _____

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on _____ at _____. The location will be _____.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by _____ on _____ to _____ at _____, Spokane, WA _____.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **QUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **PAYMENT.** Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **PUBLIC WORK REQUIREMENTS.** The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.** Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.



City of Spokane Invitation To Bid

SECTION II. GENERAL REQUIREMENTS

1. **SCOPE OF WORK.** Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:
Name: _____
Department: _____
Phone: _____
Email: _____
3. **COMPLETION TIME.** All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by _____.
4. **LIQUIDATED DAMAGES.** If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of _____ for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **INTENT OF SPECIFICATIONS.** The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. **WASHINGTON STATE RETAIL SALES TAX.**
 - A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **GUARANTY.** The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. **SUBCONTRACTORS.** The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation To Bid

- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. 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 insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as “additional insured”, and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety’s name shall appear on the United States Treasury Department’s list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is _____.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
13. RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor’s request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
 - a. The City has received from the Contractor and each subcontractor a copy of the “Statement of Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid”, approved by the State Department of Labor and Industries (L & I).
 - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
 - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
3. SCOPE OF WORK.



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: _____

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ _____

SALES TAX (9 %) \$ _____

TOTAL BASE BID PRICE: \$ _____

TRENCH SAFETY SYSTEM,
if excavation greater
than four feet (4') deep: \$ _____

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business Registration Number _____

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____ PHONE: _____

ADDRESS: _____



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST _____

PROJECT TITLE: _____

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Date

Signature of Authorized Representative



FACILITIES PROJECT - WORK SCOPE

Date: 7/22/2024

Department: Facilities

Project: Parking Building Facility – Parking Bay Spalled Concrete Repairs

Project Coordinator: Dave Steele
509-625-6064

Project Narrative:

Contractor shall be required to secure all required permits necessary to complete this work.

Contractor shall provide all permit submittals, labor, materials, equipment, safety equipment, and proper disposal of debris or project waste necessary for completing this work.

Contractor shall protect all existing adjacent finishes and surfaces during all phases of this work.

Contractor shall be required to submit a detailed work plan prior to pre-construction walkthrough for review, revision, and approval by City Facilities.

1. Contractor shall complete necessary concrete repairs to the (2) two identified spall areas in the parking building, Bay 11.
2. Contractor shall complete work as identified in the Limited Condition Assessment prepared by Veritas Material Consulting, Dated June 24th, 2024.
3. Contractor shall provide submittals for approval for all materials to be utilized in the repairs as noted on page 6, Table 2 of the report.
4. Large Spall Repair
 - a. Contractor shall remove and repair 60 s.f. of 5" thick concrete as identified on page 6, Table 1 of the report.
 - b. Contractor shall provide a unit cost per s.f. for additional full depth concrete removal and repair.
 - i. Additional s.f. will require preapproval.
5. Small Spall Repair
 - a. Contractor shall remove and repair 30 s.f. of 3" thick concrete as identified on page 6, Table 1 of the report.
 - b. Contractor shall provide a unit cost per s.f. for additional 3" depth concrete removal and repair.
 - i. Additional s.f. will require preapproval.
6. All work shall require coordination with the Parking Services Team



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd 9/11/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept	FACILITIES MANAGEMENT	Bid #	PW ITB 6178
Contact Name/Phone	DAVE STEEL 625-6064	Requisition #	CR267020
Contact E-Mail	DSTEE;E@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
Agenda Item Name	5900 FACILITIES WATER DEPARTMENT METER SHOP WINDOW REPLACEMENT		

Agenda Wording

The Facilities Department in partnership with the Water Department has selected a contractor to complete the replacement of 19 windows in the Water Department Meter Shop

Summary (Background)

The Facilities Department in partnership with the Water Department has selected a contractor (Bozco Construction LLC) to complete the replacement of 19 windows in the Water Dept Meter Shop. This work represents a portion of the larger interior restoration of the historic Meter Shop and is being completed in advance of the larger project. The low bid before applicable sales tax is \$232,000. We are asking for a 10% administrative reserve in the amount of \$23,200 also be approved.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	\$ 252,880.00
Current Year Cost	\$ 252,880.00
Subsequent Year(s) Cost	\$

Narrative

Amount	Budget Account
Expense \$ 252,880.00	# 4100-42490-94340-56501-11027
Expense \$ 23,200.00	# 4100-42490-94340-56501-11027
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

TEAL, JEFFREY

Division Director

BOSTON, MATTHEW

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

petebozin@gmail.com

bosco@q.com

facilitiesdepartment@spokanecity.org

laga@spokanecity.org

kbustos@spokanecity.org

lsearls@spokanecity.org

tprince@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Main Office Rebuild – Meter Shop Window Replacement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the Water Department has selected a contractor (Bozco Construction, LLC.) to complete the replacement of 19 windows in the Water Department Meter Shop. This work represents a portion of the larger interior restoration of the historic Meter Shop and is being completed in advance of the larger project.</p> <p>The low bid before applicable sales tax was \$232,000. We are asking for a 10% administrative reserve in the amount of \$23,200 also be approved.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	\$ 255,200 plus Applicable Tax
Base bid:	\$ 232,000
<u>Administrative Reserve (10%)</u>	<u>\$ 23,200</u>
Total	\$ 255,200 plus Applicable Tax
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Funding Source	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Specify funding source:	<u>4100-42490-94340-56501-11027</u>
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Operations Impacts (If N/A, please give a brief description as to why)	
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?

This project represents a significant re-investment in an existing City Facility with the intent of repurposing the space while creating substantial energy efficiencies.



City of Spokane
PUBLIC WORKS AGREEMENT
Title: **SPOKANE WATER DEPARTMENT
WINDOW REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BOZCO CONSTRUCTION, LLC**, whose address is P.O. Box 662, Mead, Washington 99021, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **SPOKANE WATER DEPARTMENT WINDOW REPLACEMENT, PW ITB 6178-24**.

2. **CONTRACT DOCUMENTS**. The contract documents are this Contract, the Contractor’s completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid shall be used to determine prevailing contract document. These contract documents are on file in the Facilities Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall begin on September 16, 2024, and shall run through September 30, 2025. Project time of completion and working days in accordance with contract documents.

4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.

5. **TERMINATION**. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$232,000.00)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. INSURANCE. During the period of the Contract, the Contractor 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 Title 48 RCW:

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

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training

Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least

fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor 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 Contractor.
17. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible

for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having

obtained a valid annual business registration. The Contractor 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.

26. **CONSTRUAL.** The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. **MODIFICATIONS.** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. **INTEGRATION.** This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. **FORCE MAJEURE.** Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

BOZCO CONSTRUCTION, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Certification Regarding Debarment

24-161

PAYMENT BOND

We, **BOZCO CONSTRUCTION, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$232,000.00)**, plus applicable taxes plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SPOKANE WATER DEPARTMENT WINDOW REPLACEMENT, PW ITB 6178-24**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

BOZCO CONSTRUCTION, LLC,
AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **BOZCO CONSTRUCTION, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$232,000.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SPOKANE WATER DEPARTMENT WINDOW REPLACEMENT, PW ITB 6178-24**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

BOZCO CONSTRUCTION, LLC,
AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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

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

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

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

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

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

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



< Business Lookup

License Information:

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

Entity name: BOZCO CONSTRUCTION, LLC

Business name: BOZCO CONSTRUCTION, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-050-025

Business ID: 001

Location ID: 0001

Location: Active

Location address: 12123 N FREYA ST
MEAD WA 99021-5103

Mailing address: PO BOX 662
MEAD WA 99021-0662

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Edmonds General Business - Non-Resident				Active	Mar-31-2025	Mar-19-2024
Spokane General Business - Non-Resident				Active	Sep-30-2024	Aug-07-2020

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

Governing people	Title
BOZIN, PETE	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
BOZCO CONSTRUCTION	Active	Sep-24-2010
BOZCO CONSTRUCTION, LLC	Active	Aug-07-2020

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 8/9/2024 10:41:12 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2024

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 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 DAMIEN J RAMIREZ (17720) 1137 W GARLAND AVE SPOKANE, WA 99205-0000	CONTACT NAME: DAMIEN J RAMIREZ PHONE (A/C, No, Ext): 509-325-3986 E-MAIL ADDRESS: DAMIEN.RAMIREZ@COUNTRYFINANCIAL.COM	FAX (A/C, No): 509-325-3362
	INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Company	
INSURED 4853129 BOZCO CONSTRUCTION LLC PO BOX 662 MEAD, WA 99021	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	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AM9393568	6/6/2024	6/6/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AV9393578	6/6/2024	6/6/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

ADDITIONAL INSURED(S):
 CITY OF SPOKANE
 808 W SPOKANE FALLS BLVD
 SPOKANE, WA 99201

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 15, 2024

WA UBI No.	603 050 025
L&I Account ID	164,642-01
Legal Business Name	BOZCO CONSTRUCTION LLC
Doing Business As	BOZCO CONSTRUCTION. LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2024 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	BOZCOCL905PL
License Expiration	10/28/2024

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

Bid Response Summary

Bid Number PW ITB 6178-24
Bid Title Spokane Water Department Window Replacement
Due Date Monday, August 5, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Bozco Construction, LLC
Submitted By Pete Bozin - Monday, August 5, 2024 12:00:55 PM [(UTC-08:00) Pacific Time (US & Canada)]
 bozco@q.com

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	MANDATORY PRE-BID MEETING	A MANDATORY pre-bid meeting will be held on Friday, July 12th, 2024, at 9:00 am at the City of Spokane Water Department Main Office - 914 East North Foothills Drive, Spokane, WA. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project.	I acknowledge and I understand
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree

REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within six (6) months.	I acknowledge and I agree
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	img643.pdf
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand

RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 22, 2024.	I acknowledge and I understand
6.	On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.	I acknowledge and I understand

6	<p>1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.</p>	I acknowledge and I agree
7.	<p>The Contractor and any subcontractors will submit a <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/> Affidavit of Wages Paid <input type="checkbox"/> certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge and I understand
8.	<p>The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.</p>	I acknowledge and I understand
9.	<p>As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	I acknowledge and I understand
<p>TECHNICAL REQUIREMENTS</p>		
<p></p>		

SCOPE OF WORK	<p>The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost necessary for the proper execution and completion of the window replacement at the City of Spokane Water Department as described in the scope of work below . The City of Spokane Water Department in partnership with City Facilities desires to replace a significant portion (19 out of 21) windows in the City of Spokane Water Department’s historic Meter Shop Building located on the southeast corner of Hamilton Street and North Foothills Drive at 914 East North Foothills Drive. Contractor shall be responsible for all permits, inspections, labor, materials, sealants, equipment, safety measures, and proper disposal required to complete this work. Contractor shall install all windows per manufacturers specifications, attached plans and specifications, and in compliance with all warranty requirements. Upon completion of work, Contractor shall provide a closeout package including warranty information and recommended preventative maintenance. All site access shall be coordinated through the Water Department in advance.</p>	I acknowledge and I agree
a.	What is the delivery timeline for the materials/equipment needed for this project	TBD. As soon as supplying company will be able to deliver the product
GENERAL REQUIREMENTS		
INTENT OF SPECIFICATIONS	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	I acknowledge and agree
PERMITS	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	I acknowledge and agree

<p>GUARANTY</p>	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.</p>	<p>I acknowledge and agree</p>
<p>SUBCONTRACTORS</p>	<p>The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I acknowledge and agree</p>
<p></p>	<p></p>	<p></p>

INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	BOZCOCL905PL
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603-050-025
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	38847800-7
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	603-050-025
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	BOZCOCL905PL
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1,2
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No

#1	City of Spokane Water Department Window Replacement Project	Base ea	1.00	\$232,000.00	\$232,000.00	Two Hundred Thirty Two Thousand
#2	9% Sales Tax	Base ea	1.00	\$20,880.00	\$20,880.00	Twenty Thousand Eight Hundred Eighty
Total Base Bid	\$252,880.00					

BID BOND
(Percentage)

Bond No. 67125677

KNOW ALL PERSONS BY THESE PRESENTS, That we Bozco Construction LLC
of P. O. Box 662, Mead, WA 99021

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of City of Spokane Water Department

~~of~~ _____, hereinafter referred to as the Oblige, in the amount of
Five Percent of the Amount Bid

(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
PW ITB 6178-24

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 12th day of July, 2024.

Principal

Bozco Construction LLC

BY: 

Surety

WESTERN SURETY COMPANY

BY: _____
Andrew Willis Meeuwsen, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67125677

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Andrew Willis Meeuwsen

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bozco Construction LLC

Obligee: City of City of Spokane Water Department

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67125677 is not issued on or before midnight of October 12th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

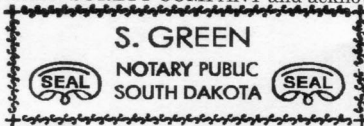
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 12th day of July, 2024.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 12th day of July, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of July, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SUBCONTRACTOR LIST

PROJECT NAME: Spokane Water Dept. Windows Replacement

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

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd 9/11/2024

Clerk's File # OPR 2013-0681

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept	RISK MANAGEMENT	Bid #	
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Contact Name/Phone	SCOTT JORDAN 625-6223	Requisition #	CR26708
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Contact E-Mail	JSJORDAN@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART	BWILKERSON	ZZAPPONE
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Agenda Item Name	5800 - CONTRACT RENEWAL WITH DAVIES CLAIMS SOLUTIONS		
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Agenda Wording

Contract Amendment-Extension with Davies Claims Solutions (Irving, TX) for Claims Management Services. From 11/1/2024 through 10/31/2027 for the amount of \$265,000.00

Summary (Background)

3 year contract renewal with Davies Claims Solution to provide City claims management for liability claims. The original contract dated October 8, 2013 for Davies Claims Solution was extended to Oct 31, 2024. The parties wish to enter into another three year extension.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$
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Current Year Cost	\$ 265,000.00
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Subsequent Year(s) Cost	\$ Year two with 4% increase \$275,600; year three with 4% increase \$286,624
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Narrative

We negotiated a cost reduction with the contractor of approximately 22.5% This was the approximate reduction the city would have achieved by bringing the work in house. We appreciate the contractor's willingness to work with the city.

Amount	Budget Account
Expense \$ 265,000	# 5800-78100-19000-54620-99999 (2024/2025)
Expense \$ 275,600	# 5800-78100-19000-54620-99999 (2025/2026)
Expense \$ 288,624	# 5800-78100-19000-54620-99999 (2026/2027)
Select \$	#
\$	#
\$	#

Committee Briefing Paper

Finance & Administration Committee

Committee Date	Sept 23, 2024
Submitting Department	Risk Management
Contact Name	Scott Jordan
Contact Email & Phone	sjsordan@spokanecity.org 625-6223
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal with Davies Claims Solutions
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>3 year contract renewal with Davies Claims Solution to provide City claims management for liability claims.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The original contract dated October 8, 2013 for Davies Claims Solution was extended to Oct 31, 2024. The parties wish to enter into another three year extension.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: \$265,000 Subsequent year(s) cost: year two with 4% increase \$275,600; year three with 4% increase \$286,624	
Narrative: <u>We negotiated a cost reduction with the contractor of approximately 22.5% This was the approximate reduction the city would have achieved by bringing the work in house. We appreciate the contractor's willingness to work with the city to maintain our relationship.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • 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? The willingness of the contractor to meet our proposed cost reduction by bringing the work in house, will prevent us from having to create two new positions and benefits, and acquiring a claims management system to manage the claims

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



City of Spokane
CONTRACT AMENDMENT-EXTENSION
Title: **CLAIMS MANAGEMENT SERVICES**

This Contract Amendment-Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DAVIES CLAIMS SOLUTIONS, LLC** formerly **ALTERNATIVE SERVICES CONCEPTS, LLC**, whose address is 1320 Greenway Drive Suite 830 Irving, Texas 75038 as (“**DAVIES**”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein DAVIES agreed to provide for the City Claims Management Services; and

WHEREAS, a change in the terms of the original contract have been requested, and the parties have agreed to extend this Contract for another three (3) year term, thus the Contract time for performance needs to be formally amended and extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 8, 2013 and October 21, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on November 1, 2024.

3. EXTENSION.

The Contract is hereby extended and shall run through October 31, 2027.

4. AMENDMENT.

The terms of the original contract and amended as follows:

1. Davies will create a paperless file system by the end of the first year of this amendment-extension;
2. Once Davies becomes paperless, Davies will move from City Hall to an alternate location to eliminate space rental from the City. Davies employees may work remotely at that time if agreeable by all Parties;
3. Davies will remove all non-used office furniture from City Hall;
4. The City and Davies will combine use of copy machines if possible; and

5. Davies will cover the cost of moving their internet connection from City Hall to any other location as necessary.

5. COMPENSATION.

The City shall pay Davies a maximum amount not to exceed **TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00)** for the first year of the contract extension, **TWO HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$275,600.00)** for the second year of the contract extension, and **TWO HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$286,624.00)** for the third year of the contract extension.

6. DEBARMENT AND SUSPENSION.

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

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

DAVIES CLAIMS SOLUTIONS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:
Certificate Regarding Debarment

EXHIBIT A

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

August 22, 2024

Scott Jordan
Risk Manager
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Reference: Renewal of Contract

Dear Scott Jordan:

The Claims Management Service Contract Extension between Davies Claims Solutions, formerly known as ASC, and the City of Spokane will expire on October 31, 2024. After review of the program, Davies is pleased to offer a three (3) year extension at the below proposed fees.

3- Year Extension

November 1, 2024 through October 31, 2025 - \$265,000

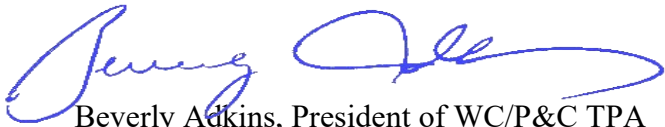
November 1, 2025 through October 31, 2026 - \$275,600

November 1, 2026 through October 31, 2027 - \$286,624

We appreciate the opportunity to continue our successful partnership with the City of Spokane. If you need any additional information, please let me know.

Regards,

DAVIES CLAIMS NORTH AMERICA, INC.



Beverly Adkins, President of WC/P&C TPA
Manager of Special Accounts Services

Enclosures(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2024

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

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

PRODUCER MARSH USA, LLC. 1801 West End Avenue, Suite 1400 Nashville, TN 37203	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
130784415-Davie-Prof-24-25 FHD	INSURER A: Great Northern Insurance Company	20303
INSURED Davies Claims Solutions LLC 6015 Resource Lane Lakewood Ranch, FL 34202	INSURER B: Chubb Indemnity Insurance Co	12777
	INSURER C: Federal Insurance Company	20281
	INSURER D: Great American E&S Insurance Company	37532
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

ATL-005219112-17

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			36045064	05/01/2024	05/01/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73621504	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			93647795	05/01/2024	05/01/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7176-3736	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			TER 5325748	05/01/2024	05/01/2025	Limit	5,000,000
							Deductible	150,000

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

The City of Spokane is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Tim Dunivant 800 West Spokane Falls Blvd, 4th Floor Spokane, WA 99201-3362	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2024

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

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

PRODUCER MARSH USA, LLC. 1801 West End Avenue, Suite 1400 Nashville, TN 37203 130784415-Davie-CRIME-24-25 FHD	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Davies Claims Solutions LLC 6015 Resource Lane Lakewood Ranch, FL 34202		INSURER(S) AFFORDING COVERAGE INSURER A: Endurance Assurance Corporation	NAIC #
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

ATL-005219025-18

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			MAP30006365103	05/01/2024	05/01/2025	Employee Theft 1,000,000 Deductible 25,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Scott Jordan 800 West Spokane Falls Blvd, 4th Floor Spokane, WA 99201-3362	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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< Business Lookup

License Information:

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

Entity name: DAVIES CLAIMS SOLUTIONS L.L.C.

Business name: DAVIES CLAIMS SOLUTIONS

Entity type: Limited Liability Company

UBI #: 602-197-714

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6015 RESOURCE LN
LAKEWOOD RANCH FL 34202-5135

Mailing address: 6015 RESOURCE LN
LAKEWOOD RANCH FL 34202-5135

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business	T12037514BUS			Active	Apr-30-2025	Oct-15-2012

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

Governing people	Title
ADKINS, BEVERLY	
BUTTON, MATT	
KENNESON, PAULA	
LEDERER, DON	
SAULTER, DAN	
WELLS, ALICE K.	

The Business Lookup information is updated nightly. Search date and time: 8/22/2024 2:33:45 PM

Contact us

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Take our survey!

Don't see what you expected?

Check if your browser is supported

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/12/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/14/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

LARRY 6715

Requisition #**Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320 - JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY ACQUISITION

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to acquire property located on a portion of Spokane County Assessor Tax Parcel 24063.0102 and 24063.0510.

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to acquire property located on a portion of Spokane County Assessor Tax Parcel 24063.0102, comprised of approximately 5.256 acres, and (ii) Spokane County Assessor Tax Parcel 24063.0510, comprised of approximately 1.0 acre, all of which is located generally north of West 59th Avenue, west of South Center Road and east of South Hayford Road in the City and County.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			

Distribution List

Committee Briefing Paper

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Spokane Airport Board
Contact Name	Larry Krauter, CEO
Contact Email & Phone	lkrauter@spokaneairports.net
Council Sponsor(s)	Council President Wilkerson and Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Airport's Joint Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to acquire property located on a portion of Spokane County Assessor Tax Parcel 24063.0102, comprised of approximately 5.256 acres, and (ii) Spokane County Assessor Tax Parcel 24063.0510, comprised of approximately 1.0 acre, all of which is located generally north of West 59th Avenue, west of South Center Road and east of South Hayford Road in the City and County.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property.</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? <p>N/A, acquisition of property</p>	

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

N/A, acquisition of property

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

N/A, acquisition of property

- 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, acquisition of property

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The Spokane Airport Board reviewed and approved the property acquisition on Aug. 22, 2024

City Resolution No: _____

County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
ACQUIRE PROPERTY IDENTIFIED AS)
A SPOKANE COUNTY ASSESSOR)
PARCELS 24063.0102 AND 24063.0510)

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County (“County”), by and through its Board of County Commissioners, and the City of Spokane (“City”), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park (“Agreement”); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the acquisition of (i) Spokane County Assessor Tax Parcel 24063.0102, comprised of approximately 5.256 acres, and (ii) Spokane County Assessor Tax Parcel 24063.0510, comprised of approximately 1.0 acre, all of which is located generally north of West 59th Avenue, west of South Center Road and east of South Hayford Road in the City and County (“Property”);

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to acquire the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to acquire the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2024.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF AUGUST 30, 2024,
BY AND BETWEEN SPOKANE AIRPORT AND WEST PLAINS DEVELOPMENT, L.L.C.

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made as of the 30th day of August, 2024 (the “Effective Date”), by and between the SPOKANE AIRPORT, by and through its Airport Board (“Airport Board”), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (“Buyer”), and WEST PLAINS DEVELOPMENT, L.L.C., a Washington limited liability company (“Seller”). Seller and Buyer may be referred to collectively as the “Parties” and individually as a “Party” in this Agreement.

Seller is the owner of the following (collectively, the “Property”):

A. Fee simple title to (i) tax parcel 24063.0102 consisting of approximately 5.256 acres and (ii) tax parcel 24063.0510 consisting of approximately 1.0 acre, all of which is located generally north of West 59th Avenue, west of South Center Road and east of South Hayford Road in the city of Spokane (“City”), Spokane County (“County”), Washington (“State”), as more particularly bounded and legally described on Exhibit A-1 attached hereto (the “Real Property”), including, but not limited to, all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property;

B. All improvements owned by Seller, if any, on the Real Property;

C. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

D. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the “Permits”), to the extent transferable and held by Seller, issued or subject to the laws of the United States, the State, County, or City, other authority, department, commission, board, bureau, agency, unit, or instrumentality, (collectively “Governmental Authorities”); and

E. Certain surveys, soil and substrata studies, environmental reports, and other plans, diagrams, or studies, if any, with respect to the Real Property.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth in this Agreement, as follows:

1. Sale of Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement. As used in this Agreement, “Business Day” means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in the County are closed.

2. Earnest Money. Prior to the Effective Date, Buyer deposited with SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) (“Escrow Agent” or “Title Company”) the sum of Five Thousand Dollars (\$5,000.00) in Current Funds (as hereinafter defined) as earnest money (the “Earnest Money”), to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). As of the Effective Date, the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement. Upon receipt, Escrow Agent, at the option of Buyer, may deposit the Earnest Money in an interest-bearing account in order to accrue interest earned on the Earnest Money for the account of Buyer. Any interest earned on the Earnest

Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement. At Closing (defined in Section 6.1), Escrow Agent shall apply the Earnest Money toward the Purchase Price.

3. Purchase Price. The purchase price for the Property is Two Hundred Fifty Seven Thousand Dollars (\$257,000.00) (the "Purchase Price"), together with Buyer's share of closing costs and prorations, as set forth in this Agreement. The Purchase Price will be paid as follows at Closing: (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, "Current Funds" means wire transfers, certified funds, or cashier's checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Title Report. Prior to the Effective Date, Escrow Agent delivered a commitment for the Title Policy (as defined in Section 6.3(b)) to Buyer, together with copies of all underlying title exception documents referred to in Schedule B of the commitment (the commitment and the underlying title exception documents are collectively referred to in this Agreement as the "Title Report").

4.2 Title Report Review. As of the Effective Date, Buyer has reviewed the Title Report and all of the underlying title documents specifically referenced therein. Except for such matters as herein provided, all matters shown in the Title Report are hereby deemed to be Permitted Exceptions. The term "Permitted Exceptions" includes the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; or any exceptions caused by Buyer or Buyer's Agents. Notwithstanding the foregoing, Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller.

4.3 Survey. At any time through the Closing Date, Buyer, at its expense, may obtain a current or updated survey of the Property (the "Survey").

4.4 Review of Diligence Materials. Prior to the Effective Date, Seller provided Buyer (or made available for Buyer's inspection) copies of the following items that relate to the Property (to the extent the same are in Seller's possession or control): existing environmental assessment reports; surveys; utility bills for the most recent month and past six (6) months, if any; valuation notices and any other fees, dues, and taxes applicable to the Property for the past year; and copies of any pending or threatened Claims (as defined in Section 4.5(b)) relating to the Property, and any governmental notices regarding uncured violations of laws or regulations (collectively, the "Current Diligence Materials"). In the event that the sale of the Property fails to close for any reason, all Current Diligence Materials provided to Buyer by Seller shall be returned to Seller promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third parties (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an

accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

4.5 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, representatives, employees or subcontractors (“Buyer’s Agents”) will have the right, from time to time prior to the Closing, to enter upon the Property to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as Buyer determines to be reasonably necessary, all at Buyer’s sole cost and expense. As part of Buyer’s physical inspection, Buyer may, in its discretion and its sole cost and expense, obtain a current ASTM Phase I environmental site assessment (the “Phase I”) for the Property, performed by an environmental consultant (the “Environmental Consultant”) acceptable to and for the benefit of and reliance on by Buyer. If the Phase I recommends that a Phase II environmental site assessment (the “Phase II”) be prepared or Buyer determines that a Phase II is necessary and desirable, then Buyer may, in its discretion, elect to perform a Phase II by giving written notice to Seller. Seller shall have the right to be present at any or all inspections. Buyer shall promptly provide Seller copies of the Phase I and Phase II, and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer’s Agents may contact any governmental official or representative regarding hazardous materials on or the environmental condition of the Property without Seller’s prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed. In addition, if Seller consents to any such governmental contacts, Seller shall be entitled to receive at least five (5) days prior written notice of the intended contact and to have a representative present when any Buyer’s Agent has any such contact with any governmental official or representative.

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer’s Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 4.5(a) of this Agreement, at Buyer’s sole cost and expense. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys’ fees with respect to the same or to enforce the foregoing) (collectively, “Claims”) incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies, *provided*, however, that Buyer’s indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and *further provided* that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damages caused to the Property due to Buyer’s or Buyer’s Agents entry thereon and otherwise to restore the Property to the Property’s original condition before such entry. The obligations of Buyer under this Section 4.5 will survive Closing or earlier termination of this Agreement.

(c) No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by

reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer's Agents in connection with Buyer's inspection of the Property. The provisions of this Section will survive Closing or other termination of this Agreement.

4.6 Approval of Due Diligence Inspections and Title Review. Notwithstanding Buyer's rights in this Section 4 to conduct inspections of the Property and to review the Current Diligence Materials, the Title Report, the Survey, and such other Property matters as Buyer, in its discretion, may obtain as provided herein, Buyer acknowledges and agrees that such access and right to inspect the Property and review the Current Diligence Materials is provided solely as a courtesy to Buyer to facilitate its acquisition of the Property. By its execution of this Agreement, Buyer hereby acknowledges and agrees that as of the Effective Date it is satisfied with all aspects of its investigation of the Property.

5. Conditions Precedent.

5.1 Buyer's Conditions Precedent. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents required to be delivered by Seller to Buyer at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Seller set forth in Section 7 shall be true in all material respects as of the Closing Date;

(c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property; and

(d) Buyer shall have obtained written approval of this transaction from Buyer's Airport Board, and the City of Spokane and County of Spokane, acting through the City Council of the City of Spokane, and the Spokane County Board of Commissioners, respectively. Upon obtaining approval from all appropriate Governmental Authorities, Buyer shall promptly notify Seller of the same, and upon such receipt of notice of approval from Buyer to Seller, this condition shall be deemed satisfied.

If any of the conditions delineated in Section 5.1(a), 5.1(b) or 5.1(c) are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly refunded to Buyer; *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease. Buyer shall use commercially reasonable efforts to cause the conditions set forth in Section 5.1(d) (the "Approval Conditions") to be

satisfied (which Buyer affirmatively cannot waive whether orally or in writing) on or before Closing.

5.2 Seller's Conditions Precedent. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents and funds required to be delivered by Buyer to Seller at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Buyer set forth in Section 8 shall be true in all material respects as of the Closing Date;

If any of the foregoing conditions are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly disbursed to Seller as liquidated damages.

6. Closing.

6.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") on the earlier of (i) November 27, 2024, or (ii) provided that the Approval Conditions have been satisfied, and the satisfaction or waiver of all contingencies under this Agreement, on such earlier date as mutually agreed to by the Parties. Notwithstanding anything herein to the contrary, if Closing has not occurred by November 27, 2024 due to the failure of the Approval Conditions, *provided, however*, that Buyer's failure to satisfy the Approval Conditions shall not be considered a Buyer default, then either Party may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to the other Party and, in the event of such termination (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease, and (b) the Earnest Money shall be promptly refunded to Buyer.

6.2 Location. Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

6.3 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer and Seller will each pay one-half (1/2) of any escrow fees and closing fees. Seller shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the sale transaction contemplated in this Agreement, if applicable to Seller. Buyer shall be responsible for all recording fees associated with recording the Deed. Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in Spokane County, Washington.

(b) Title Policy; Survey. Seller shall pay the equivalent premium of an ALTA standard owner's title policy for the Property, and Buyer shall pay the additional premium necessary for any ALTA extended or other policy Buyer elects to acquire (the "Title Policy"). Buyer shall also pay premium of any and all endorsements to the Title

Policy unless provided by Seller to remove any title exception previously objected to by Buyer to Seller, in which case, Seller shall be responsible for the cost of such endorsements. The cost of any Survey of the Real Property obtained by Buyer will be borne by Buyer.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes may have otherwise been required to be paid in order to close the transaction contemplated by this Agreement. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, real estate taxes have been imposed upon the Real Property for the real estate tax year in which Closing occurs such taxes shall be paid by Seller at the time of Closing.

(d) Utility Readings. Seller shall use commercially reasonable efforts to obtain readings of the utility meters on the Property (if any) to a date no sooner than two (2) Business Days prior to the Closing Date. At or prior to Closing, Seller shall pay all charges based upon such meter readings. However, if after reasonable efforts Seller is unable to obtain readings of any meters prior to Closing, Closing will be completed without such readings and upon the obtaining of such readings after Closing, Seller shall promptly pay the pre-Closing charges as reasonably determined by Seller and Buyer based upon post-Closing readings.

(e) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(f) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the "Closing Statement") on the basis of the real estate taxes and other sources of income and expenses for the Property on or prior to the Closing Date. All apportionments and prorations provided for in this Section 6.3 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date, such that Buyer will be deemed the owner of the Property as of the Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section 6.3(g).

(g) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than sixty (60) days after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

(h) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in Spokane County,

Washington. The provisions of this Section 6.3 will survive Closing for a period of six (6) months.

6.4 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effect the Closing, including, without limitation:

(1) An original duly executed and acknowledged bargain and sale deed (the "Deed"), in the form attached to this Agreement as Exhibit B.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986 (and the regulations adopted thereunder), as amended (the "Code").

(4) Copies of all current property tax bills and tax notices pertaining to the Real Property, if any.

(5) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents, or cause to be executed and delivered all documents, and take such other action that may be reasonably necessary to effect and complete the Closing, including, without limitation:

(1) The amounts required under Section 3 and Section 6.3 in Current Funds.

(2) A duly executed and completed REETA.

(3) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When Buyer and Seller have delivered the items described above, the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable Party.

7. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase “to Seller’s knowledge” as used in this Section 7 means the actual present knowledge of Thomas B. Tilford, acting solely in his capacity as the Business Manager of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller’s representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of one (1) year.

7.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Condemnation. Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of the Property or any part thereof.

7.3 Pending Litigation. Seller has received no written notice of any pending litigation initiated against Seller or the Property which would materially affect the Property after Closing.

7.4 Governmental Compliance. Seller has not received from any Governmental Authority written notice of any material violation of any building, fire or health code or any other statute applicable to the Property which will not be cured prior to Closing.

7.5 Non-Foreign Person. Seller is not a “foreign person” as defined in § 1445 of the Code and any related regulations.

7.6 Environmental Matters. To Seller’s knowledge, and except as may otherwise be disclosed in the Current Diligence Materials: (a) the Property is free from Hazardous Substances; (b) the soil, surface water and ground water of, under, on or around the Property are free from Hazardous Substances; (c) the Property has never been used for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substances, nor has the Property been used for or in connection with the disposal of any Hazardous Substances; and (d) the Property is now and during Seller’s ownership, has been in compliance with all Environmental Laws. As used in this Agreement, the term “Hazardous Substance” means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of “hazardous substance”, “hazardous waste”, “hazardous material”, “toxic substance”, “solid waste”, or “pollutant or contaminant” in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States

Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials. As used in this Agreement, the term “Environmental Law” means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

7.7 Anti-Terrorism Laws. Seller, nor any of its directors, members, managers or other owners is a “Prohibited Person” or “Specifically Designated National and Blocked Person” under Anti-Terrorism Laws. As used in this Agreement, the term “Anti-Terrorism Laws” means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and Blocked Persons” (as published from time to time in various mediums).

8. Buyer’s Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will survive Closing for a period of one (1) year.

8.1 Power and Authority. Subject to obtaining the approvals described in Section 5.1(d), Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement, including, but not limited to, executing and delivering (or causing the execution and delivery of) the Buyer’s deliverables as provided in Section 6.4(b) of this Agreement. Buyer’s execution, delivery and performance of this Agreement have been duly authorized.

8.2 Bankruptcy or Insolvency. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Buyer, and no such actions have been threatened.

8.3 Anti-Terrorism Laws. All funds to be used by Buyer as payment of the Purchase Price at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations and are free of all liens and claims of lien. Buyer, nor any of its shareholders, officers or directors, is a “Prohibited Person” or “Specifically Designated National and Blocked Person” under the Anti-Terrorism Laws.


9. “AS IS” Sale; Release & Waiver.


9.1 “AS IS” Purchase.

(A) SUBJECT TO SELLER’S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND BUYER’S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY “AS IS”, “WHERE IS”, WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY (“DISCLOSURES”) PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER’S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER’S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS”.

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINABOVE DEFINED. BUYER FURTHER ACKNOWLEDGES AND

AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: 

Buyer's Initials: 

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law.

In this connection and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Buyer is hereby provided with the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit C. Buyer further agrees that any information discovered by Buyer concerning the Real Property prior to Closing shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who

is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

10. Covenants.

10.1 Covenants of Seller.

(a) Normal Operations. Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not modify or alter the Property without the prior written consent of Buyer. From and after the Effective Date, Seller shall not enter into any contracts or commitments relating to the Property without the prior written consent of Buyer (in Buyer's reasonable discretion) if any such contracts or commitments would extend beyond the Closing Date. From and after the Effective Date, Seller shall not encumber the Property with any liens, encumbrances or other instruments creating a cloud on title or securing a monetary obligation with the Property.

(b) Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property as is in effect as of the Effective Date.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money will be returned to Buyer, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

12. Default by Buyer; Liquidated Damages. BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER’S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER’S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER’S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER’S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY’S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller’s Initials:  Buyer’s Initials: 

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a “Seller Default”). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer or (z) continue this Agreement pending Buyer’s action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller’s Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole. The time period for bringing a claim against Seller for a breach of a representation or warranty relating to title to the Real Property will be tolled during the pendency of any action by Buyer against Title Company.

14. Brokerage. Seller and Buyer have not engaged a broker in connection with this Agreement. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof,

which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the Parties under this Section 14 will survive Closing.

15. Miscellaneous.

15.1 Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, the substantially prevailing party shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

15.2 Escrow Agent. The Escrow Agent hereby accepts its designation as the Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions of this Agreement will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions of this Agreement; *provided, however*, that the Parties shall execute such additional escrow instructions, not inconsistent with the provisions of this Agreement, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed in this Agreement. The provisions of this Section 15.2 will survive the Closing or termination of this Agreement.

15.3 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon delivery, if sent by electronic mail, provided that such notice is also promptly thereafter delivered in accordance with another permissible method of delivery, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer: Spokane International Airport
c/o Airport Board
Attn: Lawrence J. Krauter
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: lkrauter@spokaneairports.net

with a copy to: Lukins & Annis, P.S.
717 W. Sprague, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.
Email: tblack@lukins.com

If to Seller: West Plains Development, L.L.C.
Attn: Thomas B. Tilford
5308 S. Saint Andrews Lane
Spokane, WA 99223
Email: ttilford@gmail.com

with a copy to: Lukins & Annis, P.S.
717 W. Sprague, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.
Email: tblack@lukins.com

If to Escrow Agent: Spokane County Title
1010 N. Normandie, Suite 100
Spokane, WA 99201
Attn: Keith Newell
Email: keith@spokanetitle.com

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a period of one (1) year (the “Survival Period”). Seller shall not be liable to Buyer by reason of a breach of any of Seller’s representations or warranties unless the Buyer notifies the Seller of such breach (the “Warranty Notice”) prior to the expiration of the Survival Period, and gives the Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller’s alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller’s aggregate liability to Buyer by reason of a breach of one or more of Seller’s representations or warranties shall not exceed Sixteen Thousand Five Hundred Dollars (\$16,500). Seller’s liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

15.5 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement will be in Spokane County, Washington.

15.6 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15.7 Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

15.8 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience and reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms “includes,”

“including,” or “include” as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, “includes without limitation, “including, without limitation” and “include without limitation.”

15.9 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., Pacific Time. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., Pacific Time, on the next Business Day.

15.10 Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15.11 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting the Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

15.12 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

15.13 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

15.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

15.15 Assignment. Buyer shall not assign this Agreement without Seller’s prior written consent, which consent may be withheld in Seller’s sole and absolute discretion; *provided, however,* that Buyer shall have the right to assign its rights under this Agreement without first obtaining Seller’s consent if such assignment is to a special purpose entity in which Buyer or its principals hold an ownership interest or control. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void.

15.16 Other Parties. The relationship of the Parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

15.17 1031 Exchange. Buyer may purchase the Property and Seller may sell the Property by completing one or more Code §1031 tax-deferred exchange(s). Each Party agrees to cooperate with the other in effecting such an exchange; *provided, however,* the cooperating Party will not incur any additional liability or financial obligations as a consequence of any such exchange.

15.18 Sole Discretion. If a Party is given the right to exercise its sole or absolute discretion, neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. Subject to Chapter 42.56 RCW, the provisions of this Section shall survive the Closing or any termination of this Agreement. Notwithstanding the foregoing, Seller and Buyer acknowledge and agree that this Agreement and the transactions contemplated hereby shall be subject to public communication and disclosure prior to Closing by the Buyer, the City of Spokane, and Spokane County and in connection with the conditions set forth in Section 5.1(d). Seller and Buyer acknowledge and agree that the State of Washington is a disclosure state and that upon closing the transaction, the REETA will disclose the Purchase Price paid for the Real Property as a matter of public record.

15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

[signatures to appear on the following page]

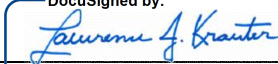
IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

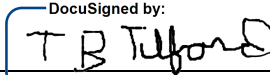
BUYER:

SELLER:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane and County
of Spokane, Washington

WEST PLAINS DEVELOPMENT, L.L.C.,
a Washington limited liability company

DocuSigned by:

By: _____
Name: Lawrence J. Krauter
Its: Chief Executive Officer

DocuSigned by:

By: _____
Name: Thomas B. Tilford
Its: Business Manager

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the ____ day of _____, 2024. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: _____
Name: _____
Title: _____

EXHIBIT A-1
LEGAL DESCRIPTION OF REAL PROPERTY

The following real property identified by the Spokane County Assessor as tax parcel number:

APN: 24063.0102

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 25, GARDEN ACRES, AS PER PLAT RECORDED IN VOLUME "E" OF PLATS,
PAGE 86;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

APN: 24063.0510

LEGAL DESCRIPTION: PARCEL "E"
(Prepared by Surveyor)

That portion of Block 34 of Garden Acres according to plat recorded in Volume E, Page 86 of plats,
Spokane County, Washington, lying north of 59th Avenue;

Containing approximately 1 acre.

EXHIBIT B
FORM OF BARGAIN AND SALE DEED

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
Attn: Tyler J. Black, Esq.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201

DOCUMENT TITLE:	BARGAIN AND SALE DEED
GRANTOR:	WEST PLAINS DEVELOPMENT, L.L.C.
GRANTEE:	SPOKANE AIRPORT
ABBREVIATED LEGAL DESCRIPTION:	[*]
ASSESSOR'S PARCEL NO.:	[*]

BARGAIN AND SALE DEED

The grantor, WEST PLAINS DEVELOPMENT, L.L.C., a Washington limited liability company, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) the lien securing non-delinquent taxes and assessments, both general and special, (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

[signature page and acknowledgment follows]

SIGNATURE PAGE
TO
BARGAIN AND SALE DEED

DATED effective the ___ day of _____, 20__.

GRANTOR:

WEST PLAINS DEVELOPMENT, L.L.C.,
a Washington limited liability company

By: _____
Name: Thomas B. Tilford
Its: Business Manager

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ___ day of _____, 20__, before me personally appeared Thomas B. Tilford, to me known to be the Business Manager of WEST PLAINS DEVELOPMENT, L.L.C., the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

Schedule 1
to
Bargain and Sale Deed
Legal Description

[To be inserted.]

EXHIBIT C
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

NOTICE TO THE BUYER: SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY 6.256 ACRES LOCATED GENERALLY NORTH OF WEST 59TH AVENUE, WEST OF SOUTH CENTER ROAD AND EAST OF SOUTH HAYFORD ROAD AT THE SOUTH SIDE OF U.S. HIGHWAY 2, EAST OF SOUTH SPOTTED ROAD, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE "PROPERTY") AS LEGALLY DESCRIBED IN EXHIBIT A-1 ATTACHED TO THIS AGREEMENT. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. SELLER IS NOT OCCUPYING THE PROPERTY.

SELLER'S DISCLOSURES - ENVIRONMENTAL	YES	NO	DON'T KNOW
If the answer is "Yes" to a question with an (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.			
*A. Have there been any flooding, standing water or drainage problems on the Property that affect the Property or access to the Property?	<input type="checkbox"/>	<input type="checkbox"/>	X
*B. Is there any material damage to the Property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	X
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property?	<input type="checkbox"/>	X	<input type="checkbox"/>
*D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	X
*E. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	X
*F. Has the Property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	X
*G. Has the Property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	X

ADDITIONAL NOTICES TO BUYER: INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd

9/12/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/14/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

LARRY 6715

Requisition #

Contact E-Mail

LKRAUTER@SPOKANEAIRPORTS.NET

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320 - JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY SALE

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Tax Parcel No. 15355.9007, comprised of approximately 82 acres of land

Summary (Background)

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Tax Parcel No. 15355.9007, comprised of approximately 82 acres of land located generally fronting West McFarlane Road and immediately west of tax parcel 15351.0009 in the City and County.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Spokane Airport Board
Contact Name	Larry Krauter, CEO
Contact Email & Phone	lkrauter@spokaneairports.net
Council Sponsor(s)	Council President Wilkerson and Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Airport's Joint Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Tax Parcel No. 15355.9007, comprised of approximately 82 acres of land located generally fronting West McFarlane Road and immediately west of tax parcel 15351.0009 in the City and County.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer, or disposal of real property.</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A, sale of property • 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, sale of property 	

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

N/A, sale of property

- 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, sale of property

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The Spokane Airport Board reviewed and approved the property sale on March 28, 2024

City Resolution No: _____

County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS A)
PORTION OF SPOKANE COUNTY)
ASSESSOR PARCEL 15355.9007)

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County (“County”), by and through its Board of County Commissioners, and the City of Spokane (“City”), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park (“Agreement”); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of a portion of Spokane County Assessor Tax Parcel 15355.9007, comprised of approximately 82 acres of land located generally fronting West McFarlane Road and immediately west of tax parcel 15351.0009 in the City and County (“Property”);

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell or convey interest in the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2024.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

PASSED AND ADOPTED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENTS AND ESCROW INSTRUCTIONS,
DATED AS OF JUNE 6, 2024,
BY AND BETWEEN SPOKANE AIRPORT AND RUNWAY PROPERTY HOLDING CO., LLC

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made as of the 6th day of June, 2024 (the “Effective Date”), by and between the SPOKANE AIRPORT, by and through its Airport Board (“Airport Board”), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (“Seller”), and RUNWAY PROPERTY HOLDING CO., LLC, a Washington limited liability company, or its assigns (“Buyer”). Seller and Buyer may be referred to collectively as the “Parties” and individually as a “Party” in this Agreement.

RECITALS

A. Seller is the owner of fee simple title to tax parcel 15355.9007 consisting of approximately 550.84 acres located generally at the south side of West McFarlane Road and east of South Craig Road, in Spokane (“City”), Spokane County (“County”), Washington (“State”) as more particularly bounded and described on Exhibit A-1 attached hereto (the “Seller Property”).

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately eighty-two (82) acres fronting West McFarlane Road and immediately west of tax parcel 15351.0009, in the City, County, State, as described and depicted on Exhibit A-2 attached hereto (the “Real Property” and together with those items described in Recitals C through E below, collectively, hereinafter referred to as the “Property”), and all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property, together with:

C. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

D. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the “Permits”), to the extent transferable and held by Seller, issued or subject to the laws of the United States, the State, County, or City, other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively “Governmental Authorities”); and

E. Certain surveys, soil and substrata studies, environmental reports, and other plans, diagrams, or studies, if any, with respect to the Real Property.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth in this Agreement, as follows:

1. Sale of Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement. As used in this Agreement, “Business Day” means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in the County are closed.

2. Earnest Money and Independent Consideration.

2.1 Earnest Money. Within five (5) days after the Effective Date, Buyer shall deposit with SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) (“Escrow Agent” or “Title Company”) the sum of Sixty Thousand Dollars (\$60,000.00) in Current Funds (as defined in Section 3) as earnest money (the “Earnest Money”) given in consideration for the

transactions contemplated in this Agreement. The Earnest Money shall be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). Upon the expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement and the Nonrefundable Portion (defined herein) shall be nonrefundable in all events absent a Seller Default (as defined in Section 13). The “Nonrefundable Portion” shall be a portion of the Earnest Money up to a maximum of Twenty Five Thousand Dollars (\$25,000.00) that is non-refundable to Buyer if this Agreement is terminated as follows: if this Agreement is terminated by Buyer after expiration of the Review Period but before Closing (absent a Seller Default), Buyer shall be solely responsible for one-hundred percent (100%) of all the Segregation Costs (as defined in Section 4.7(c)), not to exceed the Nonrefundable Portion. Upon receipt of the Earnest Money, Escrow Agent may, at Buyer’s direction, deposit the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement. At Closing (as defined in Section 6.1), Escrow Agent shall apply the Earnest Money toward the Purchase Price.

2.2 Independent Consideration. Simultaneously with Buyer’s delivery of the Earnest Money to Escrow Agent, Buyer shall pay directly to Seller an amount equal to Ten Dollars (\$10.00) as independent consideration for Seller’s performance under this Agreement, which amount the Parties bargained for and agreed to as additional consideration for Seller’s execution, delivery and performance of this Agreement and shall be retained by Seller in all instances, and shall not be applied against the Purchase Price.

3. Purchase Price.

3.1 Purchase Price. The purchase price for the Property will be the product of Seventy-Two Thousand Five Hundred Sixty-One Dollars (\$72,561.00) per acre multiplied by the actual number of acres of the Real Property as shown on the final Segregation Plan (the “Purchase Price”), together with Buyer’s share of closing costs and prorations, as set forth in this Agreement. The Purchase Price will be paid as follows at Closing: (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price plus the Easement Consideration (as defined in Section 3.2), if applicable, will be paid in Current Funds. As used in this Agreement, “Current Funds” means wire transfers, certified funds, or cashier’s checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds. The foregoing Purchase Price assumes that the Real Property will consist of approximately eighty two (82) acres. If the actual acreage of the Real Property, as shown on the final Segregation Plan is greater or less than eighty two (82) acres, the Purchase Price will be increased or decreased to equal the actual number of acres of the Real Property to be conveyed, multiplied by the foregoing price per acre. For example, if the actual size of the Real Property is exactly 82 acres, the Purchase Price will be Five Million Nine Hundred Fifty Thousand Two and 00/100 dollars (\$5,950,002.00).

3.2 Consideration for the Rail Spur Easement. In connection with Section 4.11, the Parties shall reasonably cooperate with such other party prior to the end of the Review Period to determine the magnitude of any additional monetary consideration, if any, to be paid by Buyer to Seller in respect of the Rail Spur Easement (“Easement Consideration”), *provided, however*, in lieu of any Easement Consideration, the parties may agree to an alternative arrangement whereby, for example, Buyer, at its expense, agrees to install additional rail track on, over and across portions of the Seller-retained property as determined by Seller, in its sole discretion.

4. Due Diligence Inspections and Property Matters.

4.1 Review Period. As used in this Agreement, the term “Review Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m. local time in the County the date that is one hundred twenty (120) days after the Effective Date, or upon earlier termination of this Agreement.

4.2 Review of Title. Promptly after the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 6.3(b)) to the Parties. The commitment must be accompanied by legible copies of all documents referred to in Schedule B of the commitment (the commitment and documents are collectively referred to in this Agreement as the “Title Report”).

(a) Objections. Buyer shall review the Title Report and may, within the earlier of (i) thirty (30) days from the later of Buyer’s receipt of the Title Report or a Survey of the Real Property or (ii) sixty days following the Effective Date (“Title Review Period”), provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer’s discretion (each such objectionable matter or exception considered a “Disapproved Matter”) (the “Title Objection Notice”). If Buyer timely delivers the Title Objection Notice prior to expiration of the Title Review Period, Seller may, within five (5) Business Days following Seller’s receipt of Buyer’s Title Objection Notice, notify Buyer and Escrow Agent in writing that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s) (“Seller’s Title Response”). If Seller does not deliver Seller’s Title Response within the required period, Seller will be deemed to have elected option (ii) above. Thereafter, Buyer, in its sole discretion and prior to the expiration of the Review Period, may terminate this Agreement by delivery of written notice to Seller and Escrow Agent (the “Buyer Termination Notice”). If Buyer does not deliver the Buyer Termination Notice by the expiration of the Review Period, Buyer shall be deemed to accept all Disapproved Matters that Seller did not agree to remove on or before Closing in Seller’s Title Response (“Permitted Exceptions,” as defined in Section 4.2(c)).

(b) Supplements; Amendments. If, following Buyer’s delivery of the Title Objection Notice, the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions (each, a “New Exception”) which were not contained in the Title Report (each, an “Amended Report”), Buyer will have three (3) Business Days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the Title Report, in which to give written notice of its objection to any New Exception (each, a Disapproved Matter) contained in the Amended Report (a “Supplemental Title Objection Notice”), *provided, however*, if said New Exception(s) contained in any Amended Report are a result of Buyer’s actions, in which case, Buyer shall not be entitled to object to such New Exception(s) contained in such Amended Report. If Buyer provides Seller with a Supplemental Title Objection Notice, Seller, within three (3) Business Days from its receipt of a Supplemental Title Objection Notice, may respond in writing indicating either (i) its agreement to remove or correct such Disapproved Matter on or before Closing (including by obtaining title insurance endorsements regarding such Disapproved Matter or otherwise) in form and substance acceptable to Buyer or (ii) that it will not remove any or certain Disapproved Matter(s) (“Seller’s Supplemental Title Response”). If Seller does not deliver Seller’s Supplemental Title Response within the required period, Seller will be deemed to have elected option (ii) above. Thereafter, Buyer, in its sole discretion and within three (3) Business Days following receipt of Seller’s Supplemental Title Response (or when Seller’s Supplemental Title Response would have been due), Buyer may terminate this Agreement by giving written notice of termination to Seller and Escrow Agent and receive a refund of the Earnest Money (less the Nonrefundable Portion, if any). If Buyer does not elect to terminate the Agreement as permitted herein, Buyer will be deemed to have agreed to accept title subject to such Disapproved Matter(s), in which case such New Exceptions shall be Permitted Exceptions. If Buyer’s right to terminate this Agreement pursuant

to this Section 4.2(b) would expire after the scheduled Closing Date (as defined in Section 6.1), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Permitted Exceptions. Any title exception that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a "Permitted Exception." The term "Permitted Exceptions" also includes the following matters that Buyer may not disapprove or object to: all generally-applicable zoning ordinances, regulations, and other governmental laws, ordinances, regulations, or restrictions regulating the use, occupancy or enjoyment of the Real Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains the Survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; the Avigation Easement (as defined in Section 6.4(b)(3)), if applicable; or any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Real Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written objection to an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller's failure to eliminate or cure any of Buyer's objections under this Section 4.2, the Escrow Agent shall immediately disburse to Buyer all Earnest Money (less the Nonrefundable Portion, if any, which shall be remitted to Seller), together with any documents or instruments that Buyer has deposited with the Escrow Agent, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.3 Survey. At any time through the Closing Date, Buyer, at its expense, may obtain a current or updated survey of the Real Property (the "Survey").

4.4 Review of Diligence Materials. Within thirty (30) days of the Effective Date, Seller shall provide Buyer (or make available for Buyer's inspection) copies of all existing due diligence materials that relate to the Real Property (to the extent the same are in Seller's actual possession or control), *provided*, Seller will not be required to deliver to Buyer such information and documents related to the Property that is generally available to the general public (collectively, the "Current Diligence Materials"). Seller shall also reasonably endeavor to deliver to Buyer such other information and documents related to the Property in Seller's actual possession or control which Buyer may reasonably request. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

4.5 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, representatives, employees, consultants, contractors, engineers and surveyors ("Buyer Related Parties") will have the right, from time to time prior to Closing, to enter upon the Property and to make such non-invasive inspections, studies, examinations and tests conducted by or at the direction of Buyer regarding the Property that Buyer deems necessary or desirable, all at Buyer's sole cost and expense (the "Additional Studies"). As part of Buyer's physical inspection, Buyer may, in its discretion and at its sole cost and expense, obtain a current ASTM Phase I environmental site assessment (the "Phase I") for the Property, performed by an environmental consultant (the "Environmental Consultant") acceptable to and for the benefit of and reliance on by Buyer, provided neither Buyer nor any Buyer Related Party may obtain a Phase II environmental site assessment (the "Phase II") or conduct any intrusive, destructive or invasive testing, any soil borings, any sampling of materials, or any water quality or microbial sampling, in connection with the issuance of a Phase II or otherwise without the prior written consent of Seller, which may be granted or withheld in Seller's sole and absolute discretion, and may be conditioned upon, among other things, Seller's reasonable approval of the

following: (i) the contractor who will be conducting such testing; (ii) delivery of evidence of the contractor's insurance policies; (iii) the scope and nature of the proposed testing; and (iv) the contractor's execution and delivery of a confidentiality agreement to be provided by Seller. Seller shall have the right to be present at any or all Phase I or Phase II inspections. Buyer shall, upon Seller's request, promptly provide Seller copies of all Additional Studies, the Phase I (and if obtained, the Phase II), and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer Related Parties may contact any governmental official or representative regarding hazardous materials on or the environmental condition of the Property without Seller's prior written consent thereto, which consent may be given or withheld in Seller's sole discretion. In addition, if Seller consents to any such governmental contacts, Seller shall be entitled to receive at least five (5) days prior written notice of the intended contact and to have a representative present when any Buyer Related Parties has any such contact with any governmental official or representative.

The Current Diligence Materials, the Phase I and Phase II, the Title Report (as defined in Section 4.2), the Survey (as defined in Section 4.3), and the Additional Studies are collectively referred to in this Agreement as the "Diligence Materials". Seller shall reasonably cooperate with Buyer in connection with Buyer's procurement and review of the Diligence Materials. In the event that the purchase of the Property is not closed for any reason other than a Seller Default, Buyer agrees, upon Seller's written request, to return to Seller and/or provide copies of the Diligence Materials to Seller (whether in draft or final form), without any representations or warranties as to the truth, accuracy or completeness of any materials, reports, data or other information contained therein and the contents of all Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third party (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole discretion.

(b) Entry on Property. Commencing on the Effective Date and continuing to the Closing Date, if this Agreement has not been terminated, Buyer and Buyer Related Parties shall have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Real Property to conduct such Surveys, inspections, investigations and/or studies with respect to the Real Property as permitted by Sections 4.3 and 4.5 of this Agreement, at Buyer's sole cost and expense. All notices and other communications with respect to the scheduling and coordination of Buyer's Additional Studies shall be directed to Amy L. Anderson, Manager, Properties and Contracts (c/o Seller's address in Section 15.3, below; phone (509-455-6431 (D); 509-514-5773 (C)); email: aanderson@spokaneairports.net). Prior to any entry onto the Property by or on behalf of Buyer, Buyer shall deliver to Seller a certificate of insurance from Buyer or the relevant Buyer Related Party that is inspecting the Property (from an insurance carrier authorized to do business in Washington reasonably satisfactory to Seller) evidencing the existence of (i) commercial general liability insurance, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate limit, (ii) professional liability insurance of not less than One Million Dollars (\$1,000,000.00) for any of Buyer Related Parties who conduct inspections of the Property, (iii) workers compensation insurance at statutory limits for all of their employees that enter the Property to the extent required by Washington law, and (iv) employer's liability insurance of not less than One Million Dollars (\$1,000,000.00) per accident. The commercial general liability insurance must name Seller as additional insureds. Any Buyer Related Party that conducts an environmental inspection of the Property shall also provide evidence of environmental liability insurance of not less than One Million Dollars (\$1,000,000.00). All such insurance coverage must: (x) be primary and any insurance maintained by Seller will be excess and noncontributory; (y) include contractual liability coverage with respect to Buyer's indemnity obligations set forth in this Agreement (it being understood, however, that the availability of such insurance will not serve to limit or define the scope of Buyer's indemnity obligations under this Agreement in any manner whatsoever); and (z) not contain any exclusions for "insured versus insured" claims with respect to any potential claim by Seller against Buyer. The insurance certificate for each policy must also provide that coverage may not be cancelled, non-renewed or reduced without at least thirty (30) days' prior written notice to Seller; *provided, however*, if the insurer

will not provide such notification to Seller, then Buyer must notify Seller in writing at least thirty (30) days prior to any material change detrimental to Seller, non-renewal or the cancellation of any such policy.

(c) No Waste, Liens or Interference; Indemnity and Survival. From the Effective Date until Closing, Buyer shall commit no waste on the Seller Property, shall not perform any vertical construction work, and shall not create or allow any construction, mechanics or materialmen's liens or any other liens to be filed against any portion of the Seller Property. In furtherance thereof, Buyer shall indemnify, defend and hold harmless Seller for, from and against any and all Claims (as defined herein) incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to Seller Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer Related Parties in connection with Buyer's tests or inspection of the Real Property. Buyer agrees to repair any and all damage caused to Seller Property due to Buyer's entry thereon and otherwise to restore Seller Property to its original condition before such entry. Buyer shall indemnify, defend and hold Seller and the Seller Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies. The obligations of Buyer under this Section 4.5 will survive Closing or earlier termination of this Agreement.

4.6 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer may, on or prior to the expiration of the Review Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any such matter to which Buyer has objected. If Buyer elects, in its sole discretion, to terminate this Agreement on or before the expiration of the Review Period, Buyer shall send a written disapproval notice to Seller and Escrow Agent on or before expiration of the Review Period ("Disapproval Notice"). If Buyer fails to send a Disapproval Notice to Seller and Escrow Agent by the expiration of the Review Period, Buyer will be deemed to have elected to proceed to Closing. If this Agreement is terminated as provided in this Section 4.6, the Earnest Money will be refunded to Buyer, and the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement. Upon expiration of the Review Period, the Earnest Money will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

4.7 Property Segregation.

(a) Segregation Application. As of the Effective Date, the Parties acknowledge and agree the depiction attached on Exhibit A-2 constitutes the approved site plan ("Approved Site Plan") for the segregation of the Seller Property to include at a minimum the Real Property. Promptly following the expiration of the Review Period and not later than thirty (30) days thereafter, Seller shall, at Seller's sole cost and expense, prepare and submit to Buyer for Buyer's approval a complete application including certificates of exemption (if applicable), or certificates of approval (if applicable), for a lot line adjustment, boundary line adjustment, short plat, long plat, binding site plan, or other subdivision mechanism (as required by the relevant Governmental Authority) to create a new legally conveyable lot, parcel, or tract (consisting of not less than the Real Property) that adjusts the existing boundaries of the Seller Property to coincide with those depicted in the Approved Site Plan (the "Segregation Application"). Following Buyer's receipt of the Segregation Application and not later than ninety (90) days from the expiration of the Review Period, the Parties shall in good faith, using commercially reasonable efforts finalize the Segregation Application. Once approved by the Parties, the Segregation Application will constitute the "Approved Segregation Application". If the Segregation Application is not approved by the Parties within ninety (90) days from the expiration of the Review Period, either Party may terminate this

Agreement by giving written notice of termination to the other Party and Escrow Agent, in which case Buyer shall receive a refund of the Earnest Money (less the Nonrefundable Portion, if any, which shall be disbursed to Seller).

(b) Submission of Approved Segregation Application Following the Parties mutual approval of the Approved Segregation Application, Seller shall take all actions necessary to cause the Approved Segregation Application to be finalized and approved with all relevant Governmental Authorities, and thereafter to be filed or recorded in the official records of the County (“Segregation Plan”), with no Unanticipated Approval Conditions (as defined herein) other than those approved by Buyer in writing (the “Subdivision Contingency”). Buyer shall reasonably cooperate (at no cost to Buyer) with Seller and take all actions reasonably necessary to assist Seller in Seller’s efforts to complete the Segregation Plan, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the Segregation Plan. Seller shall promptly provide to Buyer a copy of all written communications with any Governmental Authority concerning the Approved Segregation Application and Segregation Plan, and shall afford Buyer the opportunity to participate in any and all telephonic and in-person meetings and hearings relating thereto, if permissible and reasonably practical. If, as a condition to its approval of the Segregation Plan, any Governmental Authority requires any material modifications to the metes and bounds of the Real Property from those shown within the Approved Segregation Application or otherwise requires the Real Property to be subject to any material covenants, conditions, restrictions, exactions, off-site improvement obligations, fees in lieu, or impact fees that are not contemplated in the Approved Segregation Application or this Agreement (each, an “Unanticipated Approval Condition”), Seller shall promptly notify Buyer and afford Buyer the opportunity to discuss the same with Seller and such Governmental Authority. If Buyer, after discussing an Unanticipated Approval Condition with Seller and such Governmental Authority, determines, in its reasonable discretion, which determination must be made within ten (10) Business Days of receipt from Seller of such Unanticipated Approval Condition, that (I) the applicable Governmental Authority is unwilling to approve the Segregation Plan without the Unanticipated Approval Condition or (II) such Unanticipated Approval Condition will have a material and adverse impact on Buyer’s Project (as defined in Section 4.8), Buyer may terminate this Agreement by delivering written notice to Seller and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money to Buyer (less the Nonrefundable Portion, if any, which shall be remitted to Seller), and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

(c) Segregation Plan Costs and Fees. Upon Closing, Seller and Buyer shall be responsible for a one-half (1/2) share of the actual, reasonable, documented out-of-pocket costs incurred by Seller (with respect to Buyer, up to a maximum of \$25,000) reasonably related to Seller’s development and processing of the Approved Segregation Application and the recording of the Segregation Plan (the “Segregation Costs”). Buyer shall be responsible for all costs, fees, and expenses associated the satisfaction of any conditions of approval imposed on the Segregation Plan that are specific to the portion of the Seller Property to-be-retained by Seller at Closing. Upon Closing, Buyer shall be responsible for all reasonable and foreseeable costs, fees, and expenses associated with the satisfaction of any conditions of approval imposed on the Segregation Plan that are specific to the Real Property and Buyer’s Project.

4.8 Entitlements. As used in this Agreement: the term (i) “Project” means Buyer’s construction of a building enclosure materials manufacturing facility on the Real Property, in a manner and design acceptable to Buyer, in its sole discretion; (ii) “Final Approval” means the final, binding approval of the Project by all applicable Governmental Authorities and the expiration of any appeal periods relating to such approvals; and (iii) “Entitlements” means all governmental or other zoning, environmental, archaeological, historical and other land use approvals, licenses, consents, waivers, abandonments or relocations of easements, entitlements and permits as Buyer, in its reasonable discretion, deems necessary or advisable in order to develop the Project. Seller (at no cost to Seller) shall cooperate with Buyer and take all actions reasonably necessary to assist Buyer in Buyer’s efforts to obtain Final Approval of the

Entitlements (including during the Review Period, if requested by Buyer), including, without limitation, executing applications and any other documents required to be executed by the owner of the Property; *provided, however*, that no such applications or other documents may encumber the Property until: (y) Closing; or (z) any earlier date consented to by Seller, in its sole discretion. Following the Effective Date, the submission and processing of the Entitlements will be at the sole control and direction of Buyer and Buyer shall pay for all costs associated with obtaining the Entitlements.

4.9 Entitlement Period. As used in this Agreement, the term “Entitlement Period” means that period of time commencing upon the expiration of the Review Period and expiring upon the earlier to occur of: (i) the date that is ninety (90) days after the expiration of the Review Period; or (ii) five (5) Business Days after Buyer has received Final Approval of the Entitlements.

4.10 Termination Prior to Expiration of Entitlement Period. Buyer may terminate this Agreement prior to the expiration of the Entitlement Period if Buyer, in its reasonable discretion, determines that it will not be able to undertake the Project in a manner acceptable to Buyer by providing written notice of termination to Seller and Escrow Agent (the “Entitlements Disapproval Notice”) prior to the expiration of the Entitlement Period. If Buyer fails to send the Entitlements Disapproval Notice to Seller and Escrow Agent by the expiration of the Entitlement Period, Buyer will be deemed to have elected to proceed to Closing. If this Agreement is terminated pursuant to this Section 4.10, Escrow Agent shall immediately disburse the Earnest Money to Buyer (less the Nonrefundable Portion, if any, which shall be remitted to Seller) and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.11 Rail Spur Easement. The Parties acknowledge and agree that Buyer’s anticipated use of the Real Property on and after Closing is dependent on access to the rail line currently located on Seller’s retained property (south of the Real Property). Seller is willing to grant Buyer a perpetual, exclusive, and appurtenant easement across a portion of Seller’s retained property, in the approximate location of the track depicted on Exhibit A-2, for vehicular and commercial freight rail car ingress and egress across existing track and for the installation, maintenance, repair, and replacement of new railroad track and related and customary appurtenances necessary to provide rail service to the Real Property (the “Rail Spur Easement”). The Parties agree (i) to negotiate a commercially reasonable form of Rail Spur Easement and (ii) to reasonably determine the magnitude of the Easement Consideration, if applicable, during the Review Period and, upon mutual agreement on the form of Rail Spur Easement and the Easement Consideration, if applicable, to amend this Agreement no later than the Closing Date to integrate the approved form of Rail Spur Easement as Exhibit E and to memorialize the Easement Consideration, if applicable. If, on or prior to the expiration of the Review Period, the Parties fail to agree on the Rail Spur Easement and the Easement Consideration, if applicable, then this Agreement shall terminate. In addition, Seller agrees to reasonably cooperate (at no cost to Seller) with Buyer from the Effective Date until one (1) year after the Closing Date in connection with Buyer’s attempts to acquire such additional easements, approvals, or consents from Spokane County and the State of Washington for its use of any County- or State-owned or operated railroad track providing a connection between the Rail Spur Easement and the Burlington Northern Santa Fe Railway Company depot in Cheney, WA, to the extent such additional easements, approvals, or consents are required by any Governmental Authority in connection with Buyer’s Project. If this Agreement is terminated as provided in this Section 4.11, the Earnest Money will be refunded to Buyer, and the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement.

5. Conditions Precedent.

5.1 Buyer’s Conditions Precedent. Buyer’s obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents required to be delivered by Seller to Buyer at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Seller set forth in Section 7 shall be true in all material respects as of the Closing Date;

(c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property;

(d) The Subdivision Contingency shall have been satisfied in accordance with Section 4.7; and

(e) Seller shall have satisfied the Approval Conditions (as defined in Section 5.2) and delivered written confirmation thereof to Buyer.

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly refunded to Buyer (less the Nonrefundable Portion, if any, which shall be remitted to Seller); *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any Seller Default hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

5.2 Seller's Conditions Precedent. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents and funds required to be delivered by Buyer to Seller at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Buyer set forth in Section 8 shall be true in all material respects as of the Closing Date;

(c) The Subdivision Contingency shall have been satisfied in accordance with Section 4.7; and

(d) Seller's receipt of written approval of the transaction contemplated by this Agreement from the board of directors of (i) Seller's Airport Board, (ii) the City of Spokane, and (iii) County of Spokane, acting through the City Council of Spokane, and the Spokane County Board of Commissioners, respectively.

If any of the conditions delineated in Sections 5.2(a) or 5.2(b) are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly disbursed to Seller as liquidated damages. Seller shall use commercially reasonable efforts to cause the conditions set forth in Sections 5.2(c) and 5.2(d) (the

“Approval Conditions”) to be satisfied (which Seller affirmatively cannot waive whether orally or in writing) on or before Closing.

6. Closing.

6.1 Closing Date. The closing (“Closing”) of the purchase and sale transaction contemplated in this Agreement will occur on the earlier of (i) thirty (30) days following the expiration of the Entitlement Period, or (ii) provided that the Approval Conditions have been satisfied, on such earlier date as mutually agreed to by the Parties (the “Closing Date”). Notwithstanding anything herein to the contrary, if Closing does not occur on the Closing Date due to the failure of the Approval Conditions, Seller’s failure to satisfy the Approval Conditions shall not be considered a Seller Default and the Closing Date shall be extended thirty (30) days (the “Extended Closing Date”); however, if Seller does not satisfy the Approval Conditions by the Extended Closing Date, Seller’s failure to satisfy the Approval Conditions shall not be considered a Seller Default and Buyer may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to Seller and, in the event of such termination (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease; (b) the Earnest Money shall be promptly refunded to Buyer (including the Nonrefundable Portion); and (c) Seller shall reimburse Buyer for all out of pocket expenses incurred from the Effective Date until termination in an amount not to exceed \$25,000.

6.2 Location. Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

6.3 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer and Seller will each pay one-half (1/2) of any escrow fees and closing fees. Seller shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the transaction contemplated in this Agreement, if applicable to Seller. Buyer shall be responsible for all recording fees associated with recording the Deed (as defined in Section 6.4(a)(1)), Avigation Easement (as defined in Section 6.4(b)(3)), and Rail Spur Easement (as defined in Section 4.11), if applicable. Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in the County.

(b) Title Policy; Survey. Seller shall pay the equivalent premium of an ALTA standard owner’s title policy for the Property, and Buyer shall pay the additional premium necessary for any ALTA extended or other policy Buyer elects to acquire (the “Title Policy”). Buyer shall also pay the premium of any and all endorsements to the Title Policy unless provided by Seller to remove a Disapproved Matter, in which case, Seller shall be responsible for the cost of such endorsements. The cost of any Survey of the Real Property obtained by Buyer will be borne by Buyer.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Buyer. Buyer acknowledges that Seller does not pay real estate taxes and, as such, Buyer is free to seek a refund for that portion of time in which real estate taxes may have otherwise been required to be paid in order to close the transaction contemplated by this Agreement. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller.

(d) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(e) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the “Closing Statement”) on the basis of the real estate taxes and other sources of income and expenses for the Property on or prior to the Closing Date. All apportionments and prorations provided for in this Section 6.3 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller’s and Buyer’s good faith estimates thereof, subject to reconciliation as provided in the following Section.

(f) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than sixty (60) days after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

(g) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in the County. The provisions of this Section 6.3 will survive Closing for a period of six (6) months.

6.4 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effect the Closing, including, without limitation:

(1) A duly executed and acknowledged bargain and sale deed (the “Deed”), in the form attached to this Agreement as Exhibit B.

(2) A counterpart original duly executed and completed real estate excise tax affidavit (“REETA”).

(3) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986 (and the regulations adopted thereunder), as amended (the “Code”).

(4) Copies of all current property tax bills and tax notices pertaining to the Real Property, if any.

(5) Such documentation as Escrow Agent may reasonably require, or may otherwise be required, to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(6) An original duly executed and acknowledged Rail Spur Easement, in the form attached to this Agreement as Exhibit E.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents, or cause to be executed and delivered all documents, and take such other action that may be reasonably necessary to effect and complete the Closing, including, without limitation:

Funds.

- (1) The amounts required under Section 3 and Section 6.3 in Current

- (2) A duly executed and completed REETA.

- (3) An original duly executed and acknowledged avigation easement (“Avigation Easement”) encumbering the Real Property, in the form attached to this Agreement as Exhibit C, but only if the Title Report Buyer obtained with respect to the Real Property does not disclose the existence of a satisfactory avigation easement, as determined by Seller in its sole discretion.

- (4) An original duly executed and acknowledged Rail Spur Easement, in the form attached to this Agreement as Exhibit E.

- (5) Such documentation as Escrow Agent may reasonably require, or may otherwise be required, to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When Buyer and Seller have delivered the items described above, the Escrow Agent shall:

- (1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

- (2) Record the Deed, the Avigation Easement, and the Rail Spur Easement, if applicable, in that order.

- (3) Deliver the balance of the Purchase Price plus the Easement Consideration, if applicable, in Current Funds to Seller, net of Seller’s costs, fees, and prorations.

- (4) Issue and deliver the Title Policy to Buyer.

- (5) Deliver the above referenced documents to the applicable Party.

7. Representations and Warranties of Seller. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase “to Seller’s knowledge” as used in this Section 7 means the actual, present knowledge of Lawrence J. Krauter, acting solely in his capacity as the Chief Executive Officer of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller’s representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of six (6) months.

7.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Subject to obtaining the approval described in Section 5.2(d), Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not

conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Condemnation. Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of the Property or any part thereof.

7.3 Pending Litigation. Seller has received no written notice of any pending litigation initiated against Seller or the Property which would materially affect the Property after Closing.

7.4 Non-Foreign Person. Seller is not a “foreign person” as defined in § 1445 of the Code and any related regulations.

7.5 FAA Release. Seller has obtained written approval from the Federal Aviation Administration (“FAA”) for release and/or disposal of the Real Property by Seller that formally authorizes the release and/or disposal and removal of the Real Property as airport dedicated real property pursuant to Section 163 of the FAA Reauthorization Act of 2018 (“FAA Release”).

8. Buyer’s Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will survive Closing for a period of six (6) months.

8.1 Power and Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement, including, but not limited to, executing and delivering (or causing the execution and delivery of) the Buyer’s deliverables as provided in Section 6.4(b) of this Agreement. Buyer’s execution, delivery and performance of this Agreement have been duly authorized.

8.2 Bankruptcy or Insolvency. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Buyer, and no such actions have been threatened.

8.3 Anti-Terrorism. All funds to be used by Buyer as payment of the Purchase Price and the Easement Consideration, if applicable, at Closing are from sources operating under, and in compliance with, all federal, state and local laws, statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its directors, members, managers or other owners is a “Prohibited Person” or “Specifically Designated National and Blocked Person” under Anti-Terrorism Laws. As used in this Agreement, the term “Anti-Terrorism Laws” means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1, *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and Blocked Persons” (as published from time to time in various mediums).

9. “AS IS” Sale; Release & Waiver; Acknowledgement.

9.1 “AS IS” Purchase.

(a) SUBJECT TO SELLER’S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY (AS MAY BE DISCLOSED IN THE DILIGENCE MATERIALS OR IN THE PUBLIC DOMAIN) AND BUYER’S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY “AS IS”, “WHERE IS”, WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY (“DISCLOSURES”) PROVIDED, OR MADE AVAILABLE, TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER’S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER’S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS”.

(b) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF, OR BY, THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, INCLUDING, BUT NOT LIMITED TO, BUYER’S PROJECT, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

(c) Buyer acknowledges and agrees that it is possible that unknown problems, conditions or claims may exist with respect to the Property and agrees that Buyer explicitly took such into account in determining and agreeing to the Purchase Price, and that a portion of such consideration, having been bargained for between the Parties with the knowledge of the possibility of such unknown problems, conditions or claims, was given in exchange for a full accord, satisfaction and discharge of all such problems, conditions, losses and Claims and all rights of contribution and indemnity.

Seller's Initials: LOKBuyer's Initials: DS
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9.2 **Release.** Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any hazardous substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any environmental laws and any other federal, state or local law.

In connection herewith and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant environmental laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous substances or other contaminants, may not have been revealed by its investigation.

9.3 **Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind.** PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Buyer is hereby provided with the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit D. Buyer further agrees that any and all information discovered by Buyer, including such information available in the public domain, concerning the Real Property prior to Closing shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided, or to be provided, by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE

RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE REVIEW PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

9.4 Acknowledgement of Order. Buyer acknowledges receipt and review of the *Enforcement Order*, No. DE 22584, dated effective as of March 29, 2024 (“Order”), with respect to certain Seller real property. Buyer further acknowledges and agrees that pursuant to Section 8.14 of the Order, Seller has an affirmative obligation to provide a copy of the Order to any prospective purchaser, lessee, transferee, assignee or other successor in said interest with respect to the Site (as defined therein and generally depicted on Exhibit A thereof). Buyer acknowledges and agrees Seller makes no representation, warranty or covenant in respect of the Property being subject to the Order. Following the Effective Date, if Buyer and/or Seller receive written notice from the Department of Ecology notifying such party that the Order imposes certain rights and obligations in respect of the Property, Buyer and/or Seller (as the case may be) shall immediately notify such other party. Upon closing of the transactions contemplated by this Agreement, Buyer agrees to comply with the terms of the Order, if the Department of Ecology makes a determination that such Order encumbers the Property. The provisions of Section 9.4 will survive the Closing.

10. Covenants.

10.1 Covenants of Seller.

(a) Normal Operations. Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not modify or alter the Property without the prior written consent of Buyer. From and after the Effective Date, Seller shall not enter into any contracts or commitments relating to the Property without the prior written consent of Buyer (in Buyer’s reasonable discretion) if any such contracts or commitments would extend beyond the Closing Date. From and after the Effective Date, Seller shall not encumber the Property with any liens, encumbrances or other instruments creating a cloud on title or securing a monetary obligation with the Property.

(b) Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property as is in effect as of the Effective Date.

10.2 Covenant of Buyer; Post-Closing Construction. Buyer acknowledges and agrees that as a condition subsequent to Seller’s procurement of the FAA Release, Buyer must adhere to the requirements of 14 CFR Part 77, by submitting FAA Form 7460-1 and receiving the FAA’s positive determination, prior to constructing any facility or feature on the Property in respect of Buyer’s Project.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money will be returned to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller), and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the

end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been, or may thereafter be, made for such taking.

12. **Default by Buyer: Liquidated Damages.** BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's Initials: LJK Buyer's Initials ds
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13. **Default by Seller: Remedies.** Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller) or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole. The time period for bringing a claim against Seller for a breach of a representation or warranty relating to title to the Real Property will be tolled during the pendency of any action by Buyer against Title Company.

14. **Brokerage.** Each of Seller and Buyer represents and warrants to the other that it has not dealt with any brokers, finders, or agents with respect to the transaction contemplated hereby except for

If to Buyer: Runway Property Holding Co., LLC
310 Quadral Drive
Wadsworth, OH 44281
Attn: Nick Randjelovic
Attn: Todd Jackson
Email: nrandjelovic@soprema.us
Email: tjackson@soprema.us
Fax: (330) 334-4289

with a copy to: Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104
Attn: Matthew LeMaster
Email: matthewlemaster@dwt.com
Fax: (206) 757-8077

If to Escrow Agent: Spokane County Title
1010 N. Normandie, Suite 100
Spokane, WA 99201
Attn: Keith Newell
Email: keith@spokanetitle.com

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a period of six (6) months (the “Survival Period”). Seller shall not be liable to Buyer by reason of a breach of any of Seller’s representations or warranties unless Buyer notifies Seller of such breach (the “Warranty Notice”) prior to the expiration of the Survival Period, and gives Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller’s alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller’s aggregate liability to Buyer by reason of a breach of one or more of Seller’s representations or warranties shall not exceed one percent (1%) of the Purchase Price. Seller’s liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

15.5 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement will be in Spokane County, Washington.

15.6 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15.7 Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

15.8 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms “includes,” “including,” or “include” as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, “includes without limitation,” “including, without limitation” and “include without limitation.”

15.9 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in the County on such date. If any deadline or date in this Agreement falls on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in the County on the next Business Day. If a deadline or date is extended to a Business Day, the deadline or date, as so extended shall be considered the actual deadline for purposes of calculating subsequent dates and deadlines. If the Closing Date falls on a day other than a Business Day, the Closing Date shall be extended until 5:00 p.m. on the second Business Day following such non-Business Day. Time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

15.10 Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15.11 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting the Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

15.12 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

15.13 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

15.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform, or cause to be performed, at the Closing, or after the Closing, any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

15.15 Assignment. Buyer shall not assign this Agreement without Seller’s prior written consent, which consent may be withheld in Seller’s sole discretion; *provided, however*, that Buyer shall have the right to assign its rights under this Agreement without first obtaining Seller’s consent if such assignment is to an Affiliated Entity in which Buyer or its principals hold a majority ownership interest and control. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void. For purposes of this Agreement, “Affiliated Entity” shall mean any entity which is (i) wholly owned by a party or by a parent of a party, (ii) any entity

in which a party or a parent of a party has an equity interest and is a general or managing partner/member or (iii) any entity which is under common control and ownership with a party or a by a parent of a party.

15.16 Other Parties. The relationship of the Parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

15.17 1031 Exchange. Buyer may purchase the Property and Seller may sell the Property by completing one or more Code § 1031 tax-deferred exchange(s). Each Party agrees to cooperate with the other in effecting such an exchange; *provided, however*, the cooperating Party will not incur any additional liability or financial obligations as a consequence of any such exchange.

15.18 Sole Discretion. If a Party is given the right to exercise its sole discretion, neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; *provided*, that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. Subject to Chapter 42.56 RCW, the provisions of this Section shall survive the Closing or any termination of this Agreement. Notwithstanding the foregoing, Seller and Buyer acknowledge and agree that this Agreement and the transactions contemplated hereby shall be subject to public communication and disclosure prior to Closing by the Seller, the City of Spokane, and Spokane County and in connection with the conditions set forth in Section 5.2(d). Seller and Buyer acknowledge and agree that the State of Washington is a disclosure state and that upon closing the transaction, the REETA will disclose the Purchase Price paid by Buyer for the Real Property as a matter of public record.

15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

[signatures to appear on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to be effective as of the Effective Date.

SELLER:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane and
County of Spokane, Washington

By: 
Name: Lawrence J. Krauter
Its: Chief Executive Officer

BUYER:

RUNWAY PROPERTY HOLDING CO., LLC,
a Washington limited liability company

By: 
Name: Tim Kersey
Its: Authorized Representative

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the 10th day of June, 2024. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Code, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: Keith S. Newell
Name: KEITH S. NEWELL
Title: ESCROW MANAGER

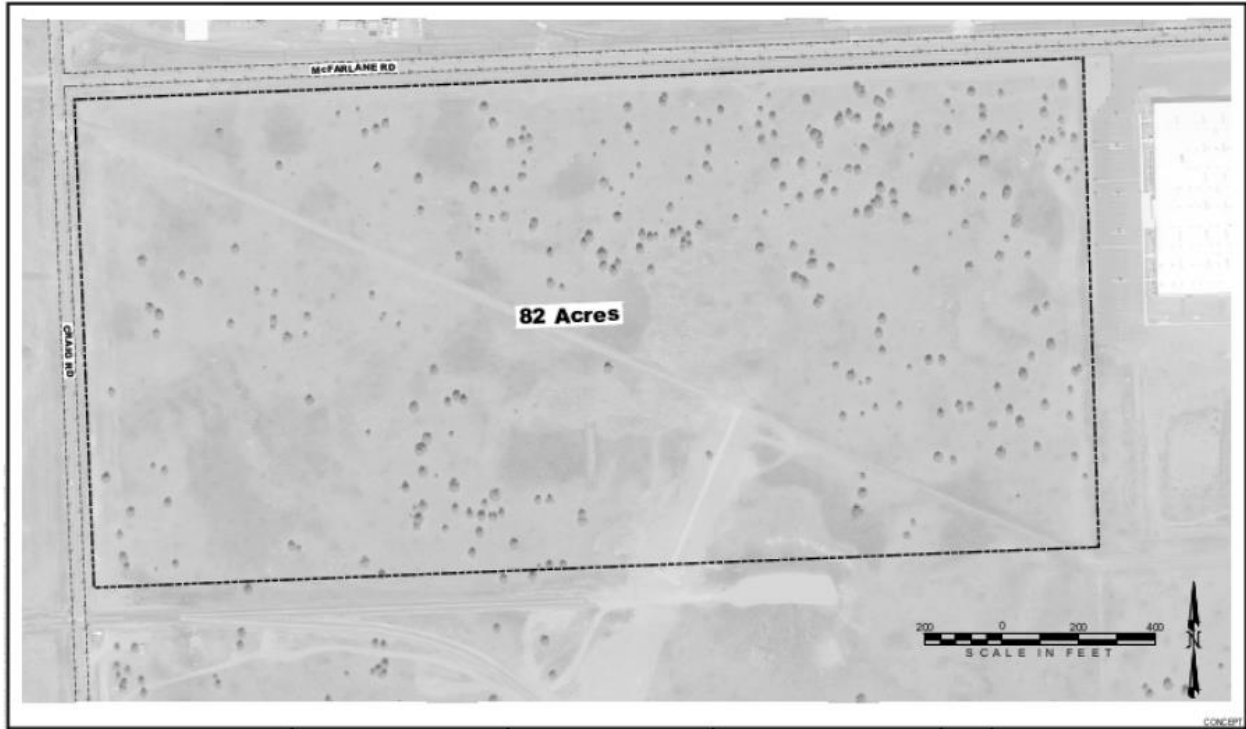
EXHIBIT A-1
LEGAL DESCRIPTION OF SELLER PROPERTY*

The following real property commonly identified as Spokane County Assessor tax parcel number:

15355.9007

**Once the preliminary Title Report is provided to the Parties by the Title Company, the legal description contained therein shall be substituted by the Parties as the new Exhibit A-1 to this Agreement without further amendment hereto.*

EXHIBIT A-2
DESCRIPTION AND DEPICTION OF REAL PROPERTY**



***The Real Property is a portion of the Seller Property and is comprised of the land generally depicted herein. The final legal description for the Real Property shall be determined by the Segregation Plan. Once the Segregation Plan is filed or recorded in the official records of Spokane County and the Subdivision Contingency is satisfied, the Parties shall execute an amendment to this Agreement to incorporate a new Exhibit A-2 that includes the legal description and a depiction of the new parcel created by the Segregation Plan.*

EXHIBIT B
FORM OF BARGAIN AND SALE DEED

Filed for Record at Request of and
copy returned to:

Attn: _____

DOCUMENT TITLE:	BARGAIN AND SALE DEED
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	[●]
ABBREVIATED LEGAL DESCRIPTION:	[●]
ASSESSOR'S PARCEL NO.:	[●]

BARGAIN AND SALE DEED

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to _____, that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) the lien securing non-delinquent taxes and assessments, both general and special, and (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

DATED effective the ____ day of _____, 20____.

[signature page and acknowledgment follows]

Schedule 1
to
Bargain and Sale Deed
Legal Description

[To be inserted.]

EXHIBIT C
FORM OF AVIGATION EASEMENT

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201
Attn: Shaun T. Greer

DOCUMENT TITLE:	AVIGATION EASEMENT
GRANTOR:	[●]
GRANTEE:	SPOKANE AIRPORT BOARD
ABBREVIATED LEGAL DESCRIPTION:	[●]
ASSESSOR'S PARCEL NO.:	[●]

AVIGATION EASEMENT

THIS AVIGATION EASEMENT ("Easement") is made and entered into this ____ day of _____, 20__ ("Effective Date"), by [●], a [●] ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively, the "Grantees").

RECITALS

A. Grantor is the owner of fee simple title to real property consisting of approximately [●] acres located generally at [●] in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule 1 (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

B. In consideration of Seller agreeing to sell the Property to Grantor, Grantor desires to provide Grantees an easement over the Property for the unobstructed passage of all Aircraft, on the terms and conditions set forth in this Easement. For purposes of this Easement, "Aircraft" means any contrivance now known or hereafter invented, used or designed for navigation of, or flight in, the air.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above are incorporated by reference in this Easement as though fully set forth herein.

2. Grant of Avigation Easement for Benefit of Grantees. Grantor hereby grants and conveys to Grantees, for themselves, their heirs, administrators, executors, successors and assigns an easement over and across the airspace above the surface of the Property for the unobstructed passage and avigation of all Aircraft by whomsoever owned and operated. Grantees' foregoing avigation easement shall include the right to (i) emit such noise, vibrations, fumes, dust, fuel particles and other incidents typically resulting from the operation of Aircraft, (ii) increase the noise impact to the Property by virtue of an increase in flight frequencies, altering flight paths, or changing types of Aircraft pursuant to the continued growth and expansion of Spokane International Airport and Felts Field Airport (collectively, the "Airports"), or (iii) prevent the use of the Property in a manner that constitutes an Aircraft hazard, including, without limitation, (a) interfering with the operations of radio or electronic facilities used by any Aircraft, (b) making it difficult for pilots to distinguish between airfield lights and other lights, or (c) implementing a use that (1) results in glare in the eyes of Aircraft pilots, (2) impairs visibility in the vicinity of any Aircraft flight path, (3) creates thermal plumes hazardous to Aircrafts, (4) endangers the landing, taking off, or maneuvering of any Aircraft, (5) creates a wildlife attractant that in Grantees' sole discretion and opinion, could create a bird or wildlife strike hazard or otherwise interfere with Aircraft operations, or (6) creates a potential hazard of a fire accelerant or secondary explosion resulting from an Aircraft crash on the Property.

It is further understood and acknowledged that it is reasonable to expect that ongoing expansion of the Airports and attendant improvements will cause Aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of Aircraft types as the operations of the Airports grow and expand which may have a greater future deleterious impact to the Property of the nature described in this Section.

3. Negative Covenants. Grantor hereby specifically disclaims any intention to create any other easements on the Property by this Easement, except as otherwise specifically provided herein. Grantor shall not erect, construct, alter, maintain, or allow to grow, any vegetation, object, structure, wall, fence or barrier ("Obstruction") of any kind on or in the Property that would increase the Federal Aviation Administration ("FAA") landing, approach, or departure minimum height requirements for Aircraft, or prevent or unreasonably impair the free access of any Aircraft to travel through the airspace above the surface of the Property, unless such Obstruction is specifically consented to by all appropriate Grantees. If any Obstruction violates the height restrictions described here in this Section 3, then any of the Grantees shall have the right to enter the Property to remove such Obstruction at Grantor's sole cost and expense. Grantor shall not create or cause interference with or utilize the Property in any way contrary to (i) Spokane County Zoning Code, Chapters 14.700 and 17C.180 or (ii) any FAA requirements and regulations.

4. Indemnification. Grantor shall indemnify, defend and hold harmless Grantees, their heirs, administrators, executors, successors and assigns from all claims, demands, or suits in law or equity arising from Grantor's intentional or negligent acts or breach of its obligations under this Easement.

5. Not a Public Dedication. The easements established by this Easement shall be for the benefit of and restricted solely to the use of Grantees, their heirs, administrators, executors, successors and assigns and shall be used only for the purposes described herein. Nothing contained in this Easement shall be deemed to be a public dedication of any portion of the Property described herein in the general public or for the general public or for any public purposes whatsoever.

6. Covenants Run With the Land. This Easement shall remain in effect until said Easement, as existing, enlarged or relocated, is abandoned or ceases to be used for Aircraft travel and Airports' purposes. The covenants given and the easements granted pursuant to this Easement shall be deemed to be covenants running with the Property and shall be binding upon and benefit the heirs, successors in interest, assigns and devisees of Grantor and Grantees. The Property is the servient estate.

7. Consent to Modification. This Easement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Grantor and all appropriate Grantees; *provided, however*, that no termination, extension, modification, or amendment of this Easement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Easement, the Grantor does not, and any successors or assigns of Grantor shall not, in any way or for any purpose become partners or joint venturers with any of the Grantees, or of any of their respective successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural, the plural shall include the singular, and the use of any gender will include all genders. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Easement or any section or provision hereof.

10. Entire Easement; Interpretation. This Easement constitutes the entire Easement with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or other easements that in any way change the terms, covenants and conditions herein set forth. References to Grantor and Grantees shall also be deemed to refer to their respective successors and assigns.

11. Miscellaneous. This Easement shall be governed by the laws of the state of Washington. Any action related to this Easement shall be brought in Superior Court in Spokane County, Washington.

[signature page and acknowledgements follow]

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Easement as of the Effective Date.

[Insert SPE signature block]

STATE OF _____)
) ss.
County of _____)

On this ____ day of ____, 20 ____, before me personally appeared _____, to me known to be the _____ of _____, a _____, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said entity.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

Schedule 1
to
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]

EXHIBIT D
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

NOTICE TO THE BUYER: RUNWAY PROPERTY HOLDING CO., LLC, a Washington limited liability company

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY EIGHTY-TWO (82) ACRES LOCATED GENERALLY AT THE SOUTH SIDE OF WEST MCFARLANE ROAD AND EAST OF SOUTH CRAIG ROAD, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE “PROPERTY”) AS LEGALLY DESCRIBED IN EXHIBIT A-1 ATTACHED TO THIS AGREEMENT. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER’S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THE PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER IS NOT OCCUPYING THE PROPERTY.

SELLER’S DISCLOSURES - ENVIRONMENTAL

YES NO DON’T KNOW

If the answer is “Yes” to a question with an (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

- | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|
| *A. Have there been any flooding, standing water or drainage problems on the Property that affect the Property or access to the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *B. Is there any material damage to the Property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *E. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *F. Has the Property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *G. Has the Property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ADDITIONAL NOTICES TO BUYER: INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):

EXHIBIT E
FORM OF RAIL SPUR EASEMENT

[RESERVED--TO BE NEGOTIATED AND AGREED UPON NO LATER THAN THE EXPIRATION
OF THE REVIEW PERIOD.]



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd 8/30/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept MAYOR

Bid #

Contact Name/Phone ADAM X6779

Requisition # CR026683

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name 5750 - APPROVAL OF CONTRACT WITH GENERAL CODE LLC FOR \$55,450 -

Agenda Wording

Approval of contract with General Code LLC (New York) in the amount of \$55,450 for technical review of the Spokane Municipal Code, commencing October 1, 2024 and expiring September 30, 2026.

Summary (Background)

Spokane Municipal Code had its last detailed review in 2007. The SMC is overdue for comprehensive legal review to identify obsolete language, correct inconsistencies, and identify needed technical changes, all with a view of adopting corrective amendments as needed. General Code LLC of New York was selected as the preferred vendor after competitive bidding, IRFP 6094-24. The project is expected to last 18-24 months. The proposed contract is for \$55,450 for the period from 10/1/24 through 09/30/26

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 55,450

Current Year Cost \$ 55,450

Subsequent Year(s) Cost \$ 0

Narrative

Contract will be overseen by the Mayor's office with assistance from council staff, IT, City Clerk and PMO. Included in the Project Management Office Budget (5750-73250-18880-54201-99999)

Amount

Budget Account

Expense \$ 55,450 # 5750-73250-18880-54201-99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Finance & Administration Committee

Committee Date	09/23/24
Submitting Department	City Council / Mayor
Contact Name	Chris Wright / Adam McDaniel
Contact Email & Phone	cwright@spokanecity.org / (509) 625-6210
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5750 - Contract approval for review of Spokane Municipal Code
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Project: Spokane Municipal Code Recodification and Legal Review</p> <p>It is recommended that municipal code review occur at least every ten years. Spokane Municipal Code had its last significant review in 2007. The SMC is overdue for detailed legal review to identify obsolete language, correct internal inconsistencies, and other needed technical changes, all with a view of possibly adopting corrective amendments as needed.</p> <p>With the guidance of the PMO and City Purchasing, the City solicited requests for proposals from vendors to conduct the SMC review and possibly provide web-hosting and other related services pertaining to the maintenance and updating of the SMC. The proposals were received and scored, and General Code LLC of New York was selected as the preferred vendor.</p> <p>The proposed contract is for \$55,450, excluding tax, for the initial SMC legal overview and a report with detailed recommendations for changes. The term of the agreement begins on October 1, 2024, and ends on September 30, 2026. The project is expected to take 18-24 months and will be overseen by the Mayor's office, with significant involvement of individuals from the PMO, city legal, city council, the City Clerk and IT.</p> <p>The contract anticipates possible web-hosting and other related services for the municipal code, but these services are not being contracted for at this time.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: \$55,450 Subsequent year(s) cost: TBD	
Narrative: Project is funded through the PMO office (5750-73250-18880-54201-99999). Contract performance will extend over a 24-month period.	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source*	

Is this funding source sustainable for future years, months, etc? **Yes**

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

None known or identified; however, the project fits within the City's goal of ensuring easy public access to a current Spokane Municipal Code as well as archival history of code changes.

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

Not applicable.

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

The contract with General Code is expected to produce a detailed report outlining recommended changes to the municipal code.

- 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?

Maintenance and updating of the Spokane Municipal Code is an essential and fundamental function of city government. The overview of the SMC will ensure that obsolete, vague and conflicting provisions are identified and amended as needed.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

No council subcommittee. Not applicable.



City of Spokane
CONSULTANT AGREEMENT
Title: SMC RECODIFICATION PROJECT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GENERAL CODE LLC**, whose address is 781 Elmgrove Road, Rochester, New York 14624 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for the SMC Recodification and Legal Review Project; and

WHEREAS, the Consultant was selected from a Request for Proposals issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2024, and ends on September 30, 2026, 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.

The City shall be responsible for the correctness and accuracy of the information it supplies to the Consultant. By acquiring an online hosted code, the City hereby requests that City content be posted online, and the City will be responsible for the presentation, accuracy and completeness of the City content provided, and the Consultant will be entitled to post that content without review or editing. Further, the City is responsible for providing the Consultant with timely decisions and answers to questions raised by the Consultant, for inclusion of sufficient funds in the budget to pay the Consultant for services, and for the prompt payment of invoices. The City shall also be responsible for completing its work in accordance with the Performance Schedule. Consultant shall not be responsible or liable for any delay or failure of performance caused in whole or in part by City’s delay in performing, or failure to perform, any of its obligations under this Agreement, which shall include providing responsive information to Consultant necessary for Consultant’s timely performance hereunder.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Informal Request for Proposal and Consultant's Proposal dated April 3, 2024, attached as Exhibit B. 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.

The Consultant shall be responsible for the performance of the services provided for in this Agreement in accordance with the "Performance Schedule." The Consultant shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the City, as reflected in the completed codification, supplementation and online hosted code updates delivered to the City. Regardless of the City's acceptance of completed materials when delivered, the Consultant shall correct errors found either by the City or the Consultant.

The Consultant warrants to the City that the Licensed Program will perform substantially in accordance with the accompanying written materials for a period of one year from the date of receipt. The Consultant's warranties provided hereunder do not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the CITY or (ii) work or services performed by others.

THE CONSULTANT DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. THE CONSULTANT'S WARRANTY OBLIGATIONS AND THE CITY'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

A. CITY RESPONSIBILITIES

The City shall be responsible for the correctness and accuracy of the information it supplies to the Consultant ("City Content"). By acquiring an online hosted code, the City hereby requests that City Content be posted online, and the City will be responsible for the presentation, accuracy and completeness of the City Content provided, and the Consultant will be entitled to post that City Content without review or editing. Further, the City is responsible for providing the Consultant with timely decisions and answers to questions raised by the Consultant, for inclusion of sufficient funds in the budget to pay the Consultant for services, and for the prompt payment of invoices. The City shall also be responsible for completing its work in accordance with the "Performance Schedule."

B. CITY PRIMARY CONTACT.

The City shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom the Consultant should communicate matters regarding the online code, such as maintenance notifications, and who has the authority to make requests including release of City data, both internally to the Consultant and to the City, restoration of data, and other configuration changes.

C. SYSTEM MONITORING.

The Consultant will not systematically monitor City Content, but the Consultant reserves the right to review City Content from time to time at its discretion. The Consultant reserves the right to (a) disable access to or delete any City Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other City Content under justified exigent circumstances, as such circumstances are determined in good faith by the Consultant.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FIFTY-FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$55,450.00)**, 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 City of Spokane Mayor's Office, 808 West Spokane Falls Blvd., 7th Floor, 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 prior to withholding any portion of the invoice 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 are not 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 effect 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 gross negligence or willful misconduct under this Agreement, including reasonable 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. TERMS AND CONDITIONS.

Notwithstanding Section 10. Indemnification, the City agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, demands, suits, liabilities, losses, damages, expenses (including reasonable attorneys' fees), and judgments incurred by the Consultant arising out of or relating to:

- The City's use of the online code;
- The content, quality, or performance of the City's Content;
- The City's breach of this Agreement;
- The City's infringement upon the rights of any other person or entity.

The cumulative liability of the CONSULTANT, and its licensors for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to the CONSULTANT pursuant to this Agreement. The CONSULTANT, and its licensors shall not be liable to the City or any other person or entity for lost profits, revenues, use, opportunities, or data, or any indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.

12. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) 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 thirty (30) 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 good faith at the City's sole discretion; however, Consultant may, without the other party's consent, transfer this Agreement or any of its rights and obligations under this Agreement, to any of its affiliated entities, including but not limited to International Code Council, Inc., General Code Enterprises, LLC, ICC Codification, Inc., American Legal Publishing, LLC and/or American Legal Publishing Corporation. 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.

18. 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.

19. 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.

20. 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.

21. INTELLECTUAL PROPERTY RIGHTS.

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.

I. DEFINITIONS

(i) "Licensed Program" shall mean the Consultant software product eCode360® and any other software product provided to the City by the Consultant or its affiliates or licensors pursuant to the Proposal.

(ii) "Update" means a new release of the Licensed Software made available by the Consultant to its customers, containing bug fixes and minor modifications or enhancements, but not a new version containing significant new features, as determined by the Consultant in its sole discretion.

(iii) "Use" shall mean accessing, downloading, copying or duplication of any portion of a Licensed Program from the Internet, storage units or media for processing or the utilization of the Licensed Program for its intended purpose.

II. LICENSE GRANT

The Consultant hereby grants the City a non-exclusive, non-transferable, non-licensable, non-assignable license to Use the Licensed Program.

III. PROPRIETARY RIGHTS; RESTRICTIONS

The Licensed Program provided by the Consultant is proprietary and owned by the Consultant and/or its affiliates and licensors. The City acknowledges that the Licensed Program is licensed, not sold, and agrees to respect all proprietary rights associated with it. The City shall use the Licensed Program solely as permitted by this Agreement and shall not decompile, disassemble, reverse engineer, sublicense, sell, distribute, rent, or disclose the Licensed Program in any form without the express written permission of the Consultant.

The City shall not use the Licensed Program to infringe on any third party's intellectual property rights or violate any applicable laws or regulations. Furthermore, the City shall not use the Licensed Program for any actions that are defamatory, trade libelous, threatening, harassing, or obscene. Upon the City's request, the Consultant shall promptly deliver all materials related to the Licensed Program, including source code, upgrades, modifications, and other related documents or materials developed solely for and paid for by the City to perform the Work.

The City will retain all rights, including copyrights, and title to the text of its municipal code (the "Code") but hereby grants to the Consultant the right and license to use, reproduce, adapt, distribute, display and advertise the Code, and to digitize the Code and to prepare, reproduce, publish, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, lend or otherwise transfer or make available or store in any medium a copy of the Code whether or not adapted or abridged on its own or in combination with any other work by means of or through any electronic medium, including, digital, optical and magnetic information storage and retrieval platforms or systems, on-line, electronic or other reproduction, transmission or publication, or by any other means whether now known or subsequently developed.

All computer software and other intellectual property of the Consultant used in performing its services shall remain the property of the Consultant and/or its affiliates and/or licensors. Model building codes and/or other model codes used by the Consultant in the Licensed Program or otherwise in performing its services shall remain the property of the Consultant and/or its affiliates, and no ownership or other proprietary right in those model codes is conveyed in 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.

22. 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.

23. 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. The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this contract. 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.

24. 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. If the City fails to pay any amount payable to the Consultant under this Agreement, including maintenance fees, when due, the Consultant may terminate this Agreement upon 30 days prior written notice to the City.

- 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.

25. 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 to 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.

26. 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. No other prior oral or written agreements are binding upon the parties. 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. Amendments hereto or deviations

herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 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.

GENERAL CODE LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's RFP Response dated April 3, 2024

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

ATTACHMENT “B” COST PROPOSAL

Recodification

\$55,450

- > Project Launch
- > Conversion of 2,600 page Code into an XML Document
- > Organizational Analysis
- > Digital Manuscript
- > Editorial and Legal Analysis
- > Code Review Platform
- > Editorial Work
- > Proofreading
- > Digital Draft
- > Comprehensive Index
- > Disposition List
- > Derivation Table, if applicable
- > Code Adoption Legislation
- > eCode360, 1st year
- > PDF of Code (downloaded from eCode360)
- > eCode360 Search App

Source Material Scope

This proposal only considers legislation submitted for review, which will be included within this project's scope. The proposed scope of work and price is based on an estimate of up to 2,600 pages, which will be included within the scope of this project. If upon further detailed review the total quantity of legislation is found to be larger than our estimate, additional pages shall be charged at a rate of \$21.00 per page. A “page” shall be defined as the printed area on one side of a sheet of paper; a sheet of paper may include two pages. *General Code* requests that the City set up a process during the project to routinely send any new legislation upon adoption. These additional materials will be included in the Code up to the point where the editorial work has been completed and shall be subject to an additional charge at the end of the project.

Optional Hyperlinking Services

\$5,000

Hyperlinking is an editorial service to ensure that the links are not broken and will not include legal review and no substantive changes will be made to the language contained within the code. We offer an initial hyperlinking option and will only link them as they are currently cited. Within the recodification project, we can update the references without an ordinance, as the City will be readopting the entire code upon completion of the project.

Example:

B. Infraction/Violation Class.
 Penalty Schedule – Utilities **(See Linked Document)**

C. In addition a third or greater number of violations of chapter 13.03A SMC twelve-month period is subject to a civil infraction penalty of one thousand per violation, with each day of a violation a new and separate violation.

Web Hosting on eCode360

\$995

The web hosting fee is an annual recurring flat fee that begins one year from the initial posting of eCode360. Therefore, we recommend that the City budget for this service each year. The fee covers annual licensing, web hosting, posting of new legislation between regular Code supplements. Please note that this does not include the cost for codifying new legislation.

On-Going Supplementation of the Code

\$22.50 per page

- > Code pages containing images, diagrams, tables, or graphs will incur an additional \$10.00 per page charge.
- > The City has the option for an alternative supplementation pricing model of being billed under an annual billing plan, which would better enable the City to plan its supplementation budget.

Performance and Payment Schedule

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of total project price due
Submission of the Organizational Analysis	Within 80 days of contract signing and receipt of the materials; the City has 30 days for review	20% of total project price due
Submission of the Editorial and Legal Analysis with Digital Manuscript	Within 180 days of receipt of the responses to the Organizational Analysis; the City has 100 days for review	30% of total project price due
Submission of Digital Draft	Within 145 days of receipt of responses to the Editorial and Legal Analysis; the City has 45 days to review	20% of total project price due
Final Publication of the Code to eCode360	Within 30 days of approval to proceed with the publication of the Code	Balance of total project price due

Note: Performance schedule reflects only business days excluding legal holidays.



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

GENERAL CODE, LLC
781 ELMGROVE RD
ROCHESTER NY 14624

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Jun 07, 2024

Unified Business ID #: 604824138

Business ID #: 001

Location: 0001

Expires: Jun 30, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

CODE PUBLISHING, LLC

QUALITY CODE PUBLISHING, LLC

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.

Director, Department of Revenue

UBI: 604824138 001 0001

GENERAL CODE, LLC
781 ELMGROVE RD
ROCHESTER NY 14624

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE

Expires: Jun 30, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

Committee Agenda Sheet

Select Committee Name

Committee Date	Suspension of the Rules
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: min
Agenda Item Name	VRIP Contract Agreement
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City is looking to enter into a Memorandum of Understanding with the Managerial & Professional Association. The purpose is to offer a voluntary retirement incentive to eligible M&P members as a Voluntary Retirement Incentive Program. Both parties mutually agree to one-time 2024 retirement incentives.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

MEMORANDUM OF UNDERSTANDING

**Between
The City of Spokane
and
Managerial & Professional Association**

SUBJECT: 2024 Voluntary Retirement Incentive Program

EFFECTIVE DATE: Upon Signature

The City of Spokane is offering a Voluntary Retirement Incentive Program (VRIP) to eligible Managerial and Professional (M&P) Association members on a one-time, non-precedent setting basis. The parties mutually agree to the terms of the program for 2024 retirements as set forth in the attachments to this memorandum of understanding (MOU).

ATTACHMENTS:

1. Application for 2024 Voluntary Retirement Incentive Program
2. 2024 Rules of the Voluntary Retirement Incentive Program

This MOU shall expire on its own accord on December 31, 2024.

AGREED and SIGNED this ____ day of September, 2024.

FOR THE CITY:

FOR THE UNION:

Garrett Jones Date
Interim City Administrator

John Klapp Date
President M&P

Michael C. Ormsby Date
Interim Human Resources Director

Carissa Ware Date
Vice President M&P

Michael J. Piccolo Date
City Attorney

2024 RULES OF THE VOLUNTARY RETIREMENT INCENTIVE PROGRAM CITY OF SPOKANE

1. This is a VOLUNTARY and non-precedent setting program offered to the Managerial and Professional (M&P) Association and does not supersede any previously negotiated agreements with the M&P Association. The City retains the ability to make any final decisions on the approval or denial of employee applications to participate in the voluntary retirement incentive program.
2. The voluntary retirement incentive program does not include a direct cash payment to those employees who apply and are found eligible and approved.
3. The program, rather, will consist of a lump sum incentive contribution into an HRA VEBA account as follows: employees with City service credit of at least 10 but less than 15 years would receive \$10,000; at least 15 years but less than 20 years would receive \$15,000; and 20 years or over would receive \$20,000 (maximum). The employee may use the funds deposited into the HRA VEBA to:
 - A. pay for premiums to continue their medical and/or dental plan insurance coverages under COBRA; or
 - B. pay for premiums for any private medical and/or dental insurance coverage if COBRA coverage is waived; and/or
 - C. pay for any other allowable expense under the terms of the HRA VEBA plan document.

Eligibility for COBRA and retiree plan participation will be consistent with the respective collective bargaining agreement and COBRA regulations. The City's contribution to the HRA VEBA, as well as a retiree's use of the HRA VEBA funds, will be subject to all rules and laws applicable to HRA VEBA accounts.

4. Employees must apply to participate in the voluntary retirement incentive program. Each application will be reviewed by the Division Director, the Retirement Director, other City Administration leadership staff, and the City Administrator for meeting eligibility criteria.
5. A person applying for the voluntary retirement incentive program must be eligible to retire under the SERS retirement criteria and must not have already filed for retirement prior to the announcement of the incentive program.
6. As a part of the application process, the applicant's Department Director must describe the impact of the applicant's departure from City employment. The impact of each applicant's retirement may be different. Impact considerations may include,

but are not limited to, redistribution of work, a temporary vacancy in the position or a need to fill the position, or potential cost savings.

7. Applications will be approved in order of seniority, with consideration given to the impact the applicant's departure will have on their department. The City Administrator will make the final approval or denial of applications.
8. The program will be subject to the availability of funds and subject to the City Council's approval of using the funds for this purpose. The City reserves the right to suspend or close the program at any time.
9. Employees approved for the incentive program will not be placed on the City's layoff registers and are not eligible for rehire as regular, benefited, permanent employees unless a specific exemption is granted by the Mayor.
10. Employees approved for the incentive program agree not to file for unemployment benefits due to separation of employment from the City.
11. Employee applications for voluntary retirement must be **received** in the Finance Department **no later than 5:00 PM on Friday, October 11, 2024**.
12. All employees accepting the incentive lump contribution must be separated from the City no later than December 3, 2024, and must sign a contract agreeing to the conditions set forth in the voluntary retirement incentive program.
13. As a condition for receiving the incentive lump contribution into the HRA VEBA, the employee agrees to assist the department with the redistribution of work and/or transfer of functions for the position which they are vacating, if such assistance is needed.

APPLICATION FORMS are available on Human Resources sharepoint site.

All application forms **MUST BE COMPLETED AND FORWARDED** to
the Finance Department by 5:00 p.m.
no later than Friday, October 11, 2024

AGREEMENT

Whereas, the City of Spokane has adopted a Voluntary Retirement Incentive Program; and,

Whereas, this program allows employees to apply for City-supplied incentives, in return for which the Employee leaves employment with the City earlier than the Employee had planned, thus saving the City money; and,

Whereas, the City Council has authorized the expenditure of funds for this Salary Savings Plan; and,

Whereas, Employee has voluntarily agreed to the terms of the plan and has voluntarily agreed to leave employment with the City of Spokane,

Now, therefore, the parties agree as follows:

1. **Employee** (Employee) agrees to voluntarily leave employment with the City of Spokane (City) on _____ (date of retirement must be on or before December 3, 2024).

2. The City agrees to make a one-time, lump-sum payment an HRA VEBA account in the Employee's name in the amount of **Amount**.

3. The HRA VEBA will be funded as of December 4, 2024 for Employees separated on or before December 3, 2024.

4. HRA VEBA monies may be spent to pay for any allowable expense under the terms of the HRA VEBA plan documents.

5. Eligibility for COBRA and retiree plan participation will be consistent with Employee's union's collective bargaining agreement and with federal regulations governing COBRA.

6. Employee acknowledges and agrees that Employee's name will not be placed on the City's layoff registers and that Employee is not eligible for rehire as a regular, full-time employee, unless a specific exemption is granted by the Mayor.

7. Employee acknowledges and agrees that Employee is not receiving L&I and is not on medical layoff/retirement.

8. Employee agrees to assist Employee's Department with the redistribution of work and/or transfer of functions for the position which Employee is vacating, if such assistance is necessary.

9. Employee acknowledges and agrees that this is a voluntary termination of employment, and Employee is not entitled to and will not apply for unemployment benefits.

DATED this _____ day of _____ 20__.

Employee

Garrett Jones
Interim City Administrator

Terri Pfister
City Clerk

Approved as to form:

Michael J. Piccolo
City Attorney



APPLICATION FOR 2024 VOLUNTARY RETIREMENT INCENTIVE THE CITY OF SPOKANE

NAME: _____ DEPARTMENT: _____
PLEASE PRINT

DATE OF APPLICATION: _____

POSITION CLASSIFICATION: _____

EFFECTIVE DATE OF EMPLOYMENT WITH THE CITY: _____

NOTE: *The rules of the Voluntary Retirement Incentive Program require that an applicant must meet the criteria for retirement under the SERS retirement systems to apply and must have worked for the City for at least ten (10) years. By applying for this program, you are certifying that you have read and that you understand the rules under which the incentive is provided and that you are committing to accept the incentive and retire from the City if your application is approved.*

IF APPROVED FOR RETIREMENT INCENTIVE, THE FOLLOWING CONDITIONS APPLY:

1. The City Administrator will make the final decision on approval or denial of each application based upon consultation with various City Administration leadership staff, including the Division Director and Retirement Director.
2. Applications will be approved in order of seniority, with consideration given to the impact of the applicant's departure from the department.
3. The City reserves the right to suspend or close the program at any time.
4. The approved employee's name will not be placed on the City's layoff list, which is designed to provide preference for re-hire for laid-off workers.
5. The approved employee may not be re-hired at any time in the future by the City as a regular, benefited, permanent employee, unless a specific exemption is granted by the Mayor.
6. The approved employee must agree not to file for unemployment benefits due to separation from the City.
7. The approved employee must agree to assist the department with the redistribution of work and/or transfer of functions for the position which the employee is vacating.
8. The approved employee must be separated from the City no later than December 3, 2024; failure to separate by this date constitutes a forfeiture of the incentive.
9. Incentive funds will be deposited into the employee's HRA VEBA account, which will be established by Employee Benefits.

I hereby certify that I have read and understand rules of the voluntary retirement incentive program. I further agree to the conditions listed in the rules and this application form and if approved for the incentive, hereby commit to retiring no later than December 3, 2024.

Applicant Signature _____

TO BE COMPLETED BY DEPARTMENT HEAD

Please describe the impact to the department if this applicant is approved for the incentive and departs from City employment. For example, the impact might involve workload redistribution, vacancy in the position, or potential cost savings.

DEPARTMENT HEAD APPROVAL: _____ YES NO
Signature

DIVISION HEAD APPROVAL: _____ YES NO
Signature

WHEN COMPLETED FORWARD THIS FORM TO THE FINANCE DEPARTMENT
Fourth Floor, City Hall
For information, call (509) 625-6820

Forms must be received in the Finance Department
no later than 5:00 p.m., Friday, October 11, 2024

**** FOR OFFICE USE ONLY ****

MEETS ELIGIBILITY CRITERIA:

Finance Review: YES NO Signature: _____

Retirement Review: YES NO Signature: _____

CITY ADMINISTRATOR DECISION: APPROVE: DENY

Eligibility Amount: \$ _____

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/11/2024

Clerk's File #

OPR 2023-0691

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

PAID THRU

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Amendment of the contract with Carl P. Warring, Evans, Craven & Lackie, Spokane, WA, as outside counsel in the legal matter of Tripp v. City of Spokane. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.

Summary (Background)

This is a lawsuit against the City for alleged sexual assault by former SPD officer Nathan Nash.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Expense \$ 50,000

From Claims

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

PICCOLO, MIKE

Division Director

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

NECHANICKY, JASON

Distribution List

cwarring@ECL-LAW.com

Zach.Ray@us.davies-group.com

lsmithson@spokanecity.org

ahaile@spokanecity.org

ahaile@spokanecity.org

sdhansen@spokanecity.org

ddaniels@spokanecity.org

dturin@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City has an existing contract with Carl P. Warring and the law firm of Evans, Craven & Lackie, as outside counsel services and advice in the legal matter of <u>Tripp v. City of Spokane</u> . This is a lawsuit against the City for alleged sexual assault by former SPD officer Nathan Nash. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>50,000</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>N/a</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <small>Click or tap here to enter text.</small>	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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



City of Spokane
CONTRACT AMENDMENT
Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **MICHAEL E. McFARLAND, CARL P. WARRING, and EVANS CRAVEN & LACKIE, P.S.**, whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of Tripp v. City of Spokane, Spokane County Superior Court No. 23-2-02561-32; and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated July 5, 2023 and July 10, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2024.

3. COMPENSATION.

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

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

EVANS CRAVEN & LACKIE, P.S.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/11/2024

Clerk's File #

OPR 2024-0106

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

PAID THRU

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Amendment of contract with Zach Pekelis of PACIFICA LAW GROUP, Seattle, WA, in the legal matter of John Sean Feucht v. City of Spokane, et al. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.

Summary (Background)

This lawsuit is brought against three current and three former City Councilmembers wherein the plaintiff, Sean Feucht, alleges a resolution passed by City Council in 2023 that censured former-Mayor Woodward violated various constitutional rights, including his right to free speech and practice his religion.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Expense \$ 50,000

From Claims

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	PICCOLO, MIKE
<u>Division Director</u>	
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

	Zach.Pekelis@pacificalawgroup.com
Zach.Ray@us.davies-group.com	nodle@spokanecity.org
ahaile@spokanecity.org	sdhansen@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City has an existing contract with Zach Pekelis of PACIFICA LAW GROUP to provide outside counsel services and advice in the legal matter of <u>John Sean Feucht v. City of Spokane, et al.</u> This lawsuit is brought against three current and three former City Councilmembers wherein the plaintiff, Sean Feucht, alleges a resolution passed by City Council in 2023 that censured former-Mayor Woodward violated various constitutional rights, including his right to free speech and practice his religion.</p> <p>This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>50,000</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>N/A</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc.? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
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



CITY OF SPOKANE
CONTRACT AMENDMENT
Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, 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 act as Outside Counsel providing legal services and advice to the City regarding the matter Feucht v. City of Spokane, et. al., United States District Court Eastern District of Washington, Cause No. 2:24-cv-0022JAG; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated February 1, 2024, 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 shall become effective on August 1, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**. This is the maximum amount to be paid under this Amendment 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 by having legally-binding representatives affix their signatures below.

PACIFICA LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd 9/9/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/28/2024

Submitting Dept FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone JESSICA 625-6585

Requisition #

Contact E-Mail JSTRATTON@SPOKANECITY.ORG

Agenda Item Type First Reading Ordinance

Council Sponsor(s) MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name 0410 - 2025 CAPITAL IMPROVEMENT PROGRAM (CIP) ORDINANCE

Agenda Wording

An update on the CIP will be delivered to the City Council on October 24, 2024. A Plan Commission workshop will be held on September 25, 2024 and the Plan Commission hearing will be held on October 9, 2024.

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 annually update and adopt a Citywide Six Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first two years of the CIP are incorporated into the 2025-2026 Biennium Budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

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

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org 509-954-9217
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: min
Agenda Item Name	2025 Capital Improvement Program (CIP) Ordinance
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p><u>Background</u></p> <p>In accordance with the State Growth Management Act and the City of Spokane’s Spokane Municipal Code Chapter 07.17, the City must annually update and adopt a Citywide Six Year Capital Improvement Program. The Program must be updated annually as part of the budget process. The first two years of the CIP are incorporated into the 2025-2026 Biennium Budget.</p> <p>An update on the CIP will be delivered to the City Council on October 24, 2024. A Plan Commission workshop will be held on September 25, 2024 and the Plan Commission hearing will be held on October 9, 2024.</p> <p>The first reading of the CIP ordinance will be on October 28, 2024 with the final reading and adoption on November 4, 2024.</p>
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> • 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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/4/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/28/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Bid #**Contact Name/Phone**

JESSICA 954-9217

Requisition #**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SET REVENUE HEARING

Agenda Wording

Setting public hearing on possible revenue sources for the 2025 Budget on October 28, 2024.

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 2025 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 4, 2024 agenda.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org 509-954-9217
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: min
Agenda Item Name	Set Revenue Hearing
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Setting public hearing on possible revenue sources for the 2025 Budget on October 28, 2024.
*use the Fiscal Impact box below for relevant financial information	A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2025 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 4, 2024 agenda.
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Total Cost: Click or tap here to enter text.	
Current year cost:	
Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • 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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd

9/9/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 11/04/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

JESSICA 625-6585

Requisition #

Contact E-Mail

JSTRATTON@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - 2025 PROPERTY TAX ORDINANCE

Agenda Wording

Adoption of the 2025 Property Tax Ordinance.

Summary (Background)

Each year, per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners, the amount of property taxes levied on property in the City. The revenue hearing will be on October 28, 2024 with the ordinance on November 4, 2024.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org 509-954-9217
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: min
Agenda Item Name	2025 Property Tax Ordinance
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p><u>Background</u></p> <p>Each year, per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners, the amount of property taxes levied on property in the City.</p> <p>The revenue hearing will be on October 28, 2024 with the ordinance on November 4, 2024.</p>
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> • 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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd

9/6/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 11/04/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

JESSICA 954-9217

Requisition #

Contact E-Mail

JSTRATTON@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SET CIP HEARING

Agenda Wording

Set hearing for November 4, 2024 for the Citywide Capital Improvement Program 2025-2030. The first reading of the CIP ordinance will be held October 28, 2024, at which time public testimony will also be taken.

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 2025-2026 biennium budget, the first and second year of the Capital Improvement Program reflects the budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

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

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org 509-954-9217
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: min
Agenda Item Name	Set Capital Improvement Program (CIP) Hearing
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Set hearing for November 4, 2024 for the Citywide Capital Improvement Program 2025-2030. The first reading of the CIP ordinance will be held October 28, 2024, at which time public testimony will also be taken.</p> <p>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 2025-2026 biennium budget, the first and second year of the Capital Improvement Program reflects the budget.</p>
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> • 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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/4/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 11/18/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Bid #**Contact Name/Phone**

JESSICA 954-9217

Requisition #**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2025-2026 Proposed Biennium Budget beginning Monday, November 18, 2024 and November 25, 2024.

Summary (Background)

As part of the budget process, the City Council will hold public hearings on the 2025-2026 Proposed Biennium Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The hearings will be held on November 18, 2024 and November 25, 2024. The City Council may continue the hearing day-to-day up to the 30th day prior to the beginning on the next fiscal year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org 509-954-9217
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: min
Agenda Item Name	Set Budget Hearings
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Setting the hearings for review of the 2025-2026 Proposed Biennium Budget beginning Monday, November 18, 2024 and November 25, 2024.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>As part of the budget process, the City Council will hold public hearings on the 2025-2026 Proposed Biennium Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The hearings will be held on November 18, 2024 and November 25, 2024. The City Council may continue the hearing day-to-day up to the 30th day prior to the beginning on the next fiscal year.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd

9/12/2024

Clerk's File #

Cross Ref #

OPR 2019-0364

Project #

Council Meeting Date: 10/07/2024

Submitting Dept

INFORMATION TECHNOLOGY

Bid #

Contact Name/Phone

MICHAEL 625-6468

Requisition #

CR26697

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5300 SYSTEMS & SOFTWARE (ENQUESTA) UTILITY BILLING ANNUAL

Agenda Wording

EnQuesta is the City's Utility Billing System procured via competitive RFP process (OPR 2019-0364). 2024 contract amount is \$246,179.30. The contract term begins November 1, 2024 and runs through October 31, 2025.

Summary (Background)

EnQuesta is the City's Utility Billing System procured via a competitive RFP process (OPR 2019-0364). The 2024 contract amount is \$246,179.30. The increase in price is due to the contractual annual CPI and the addition of interface maintenance developed during the implementation. This request is for software maintenance and support which is contractually required by the software vendor.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 246,179.30

Current Year Cost \$ 246,179.30 including tax

Subsequent Year(s) Cost \$ 253,564.70 including tax

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount

Budget Account

Expense \$ 246,179.30

5300-73300-18850-54214

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head MARTINEZ, LAZ

Division Director MARTINEZ, LAZ

Accounting Manager BUSTOS, KIM

Legal HARRINGTON,

For the Mayor PICCOLO, MIKE

Additional Approvals

PURCHASING NECHANICKY, JASON

Distribution List

Julie Hextell - jhextell@harriscomputer.com

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	9/23/2024
Submitting Department	IT
Contact Name	Laz Martinez
Contact Email & Phone	itdirector@spokanecity.org 625-6979
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5300 Systems & Software (enQuesta) Utility Billing Annual Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>EnQuesta is the City's Utility Billing System procured via a competitive RFP process (OPR 2019-0364) due to its accurate utility bill processing along with powerful business intelligence to control risk. The 2023 contract amount was \$238,321.73. 2024 contract amount is \$246,179.30. The increase in price is due to the contractual annual CPI and the addition of interface maintenance developed during the implementation.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$246,179.30</u></p> <p style="padding-left: 40px;">Current year cost: \$ 246,179.30 including tax</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$ 253,564.70 including tax</p> <p>Narrative: This request is for software maintenance and support which is contractually required by the software vendor.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>5300-73300-18850-54214: \$246,179.30</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – annual software maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Utility Billing software.



City of Spokane
CONTRACT
**UTILITY BILLING SOFTWARE
MAINTENANCE AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.**, whose address is 10 East Allen Street, Suite 201, Winooski, Vermont 05404, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Utility Billing Software (enQuesta) Maintenance and Support, in accordance with Company’s Proposal dated August 28, 2024, attached as Exhibit B. Company was selected through Request for Proposal No.4480-18. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin November 1, 2024, and run through October 31, 2025, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **TWO HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-TWO AND 57/100 DOLLARS (\$225,852.57)**, plus applicable sales tax, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Information Technology, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party’s prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

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

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

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

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

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

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

SYSTEMS & SOFTWARE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Proposal dated August 28, 2024

24-170

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

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

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

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

EXHIBIT B



August 28, 2024

City of Spokane
914 E North Foothills Dr.
Spokane, WA 99207
Attn: Eduardo Santos

RE: 2024/25 Maintenance Quote – enQuesta

Dear Eduardo,

We appreciate the opportunity to serve The City of Spokane and present the following quote for your 2025 maintenance renewal. Over the past year, S&S has introduced various product and service improvements. Our product enhancements often result from client feedback, as S&S strives to help you serve your customers well. We resumed the Product Advisory Committee process, and we expect lots of excellent suggestions from our clients once again this year. We also resumed HCTC and are looking forward to this year’s event.

Your annual maintenance ensures that you have access to support staff to answer questions and address issues every weekday from 8:00am to 6:00pm, eastern time, and after-hours pager support. S&S also provides defined support levels to prioritize your business needs, access to training sessions, our annual HCTC conference, and regular updates on functionality.

S&S has also invested in new resources and processes to support your needs better. Our Customer Success Manager model ensures that you have a defined person to advocate on your behalf. You will also continue to work with your Account Executive to connect with you about strategic priorities and any additional service enhancements you would like to offer your customers. Our success is based on your ability to serve your customers effectively. S&S appreciates the opportunity to help you grow.

The yearly maintenance amount from November 1, 2024, to October 31, 2025, has been revised to the following:

Product	Support Period	Total Invoice
Support and Maintenance	November 1, 2024 - October 31, 2025	\$ 162,781.26
Hosting	November 1, 2024 - October 31, 2025	\$ 50,382.97
CO05 Credit Refund Check Writing Interface	November 1, 2024 - October 31, 2025	\$ 1,331.27
CO08 Convert and Download Add Service Location Comments Maintenance	November 1, 2024 - October 31, 2025	\$ 308.70
CO09 Accela Interface Maintenance	November 1, 2024 - October 31, 2025	\$ 848.93
CO18 Integration with US Bank maintenance	November 1, 2024 - October 31, 2025	\$ 6,945.75
CO26 - Populate Meter Set Date and Pass to ServiceLink	November 1, 2024 - October 31, 2025	\$ 2,122.31
CO31 - Neptune Upload and Download Maintenance	November 1, 2024 - October 31, 2025	\$ 694.58
CS26865 - Bill Print Support	November 1, 2024 - October 31, 2025	\$ 436.80
Total		\$ 225,852.57



S&S Terms and Conditions:

1. This quote is valid for all current services as of November 1, 2024, to October 31, 2025, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2024/25 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Customer Success Manager.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below:

Customer/Organization: City of Spokane

Date: _____
City of Spokane

Date: _____
Michelle Gamble, Director of Customer Success

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.



< Business Lookup

License Information:

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

Entity name: SYSTEMS & SOFTWARE, INC.

Business name: SYSTEMS & SOFTWARE, INC.

Entity type: [Profit Corporation](#)

UBI #: 604-404-683

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

Mailing address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Mar-31-2025	May-02-2019

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

Governing people	Title
BENDER, JEFF	
NEALE, AMANDA	
RICHARDSON, TODD	

Registered Trade Names

Registered trade names	Status	First issued
SYSTEMS AND SOFTWARE INCORPORATION	Active	Jul-03-2019

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