

# **THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE**



## **AGENDA FOR 12:00 P.M. MONDAY, APRIL 28, 2025**

The Spokane City Council's Finance and Administration Committee meeting will be held at **12:00 PM April 28, 2025**, in City 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 4<sup>th</sup> Monday of each month at 12:00 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.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/bkT286mc72d1ECFg5>

## **AGENDA**

### **I. Call To Order**

### **II. Discussion Items**

1. 1680- INTERLOCAL AGREEMENT FOR A COLLECTION REGIONAL EFFORT - DAWN KINDER (5 minutes)
2. ARPA CHILDCARE PROGRAM - CALEB STANTON (20 minutes)
3. 0410 - QUARTERLY FINANCIAL REPORT - JESSICA STRATTON (10 minutes)
4. 0410 - SMC CLEAN-UP - JESSICA STRATTON (5 minutes)
5. 0410 - QUARTERLY INVESTERMENT REPORT - CONNER THORNE (10 minutes)
6. 0620 ORDINANCE 03.04 AMENDMENT EMPLOYEE LEAVE - ALLISON ADAM (5 minutes)
7. 0620 SPECIAL BUDGET ORDINANCE- Q2 2025 HR RANGE CHANGES - ALLISON ADAM (10 minutes)
8. 0750 - ILA REGARDING FUNDING TRANSFERS TO NEPDA - STEVE MACDONALD (5 minutes)
9. 0750-SBO TO BUDGET FOR PAYMENT TO NEPDA - STEVE MACDONALD (5 minutes)
10. 0320 - JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY PURCHASE - TODD WOODARD (10 minutes)
11. 5110 - SBO - DEPARTMENT OF ECOLOGY VW AIR QUALITY GRANT - RICK GIDDINGS (5 minutes)
12. 5903 - FIRE CAPITAL SBO - MATT BOSTON (5 minutes)
13. SMC CLEAN-UP - ADAM MCDANIEL (5 minutes)
14. APPOINTMENT OF DIRECTOR OF THE OFFICE OF NEIGHBORHOOD SERVICES - A MCDANIEL (5 minutes)
15. EMERGENCY INTERIM ORDINANCE RELATED TO OFF-PREMISE ALCOHOL SALES - Adam McDaniel (10 minutes)
16. CRYPTO KIOSK BAN ORDINANCE - CM DILLON (10 minutes)
17. 0320-ORDINANCE REINSTATING PROPOSITION 1 - MICHAEL CATHCART (10 minutes)

### **III. Consent Items**



1. 1970 - FIRE – AMBULANCE TRANSPORT CONTRACT AMENDMENT (FIRE)
2. 0410 OUTSIDE COUNSEL BOND COUNSEL SERVICES (FINANCE, TREASURY & ADMIN)
3. 5300 - STRUCTURED - NETAPP AFF-A20HA STORAGE UPGRADE (INFORMATION TECHNOLOGY)
4. 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
5. 0500 OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
6. 5100- PURCHASE OF 2 FLEET MOTOR POOL VEHICLES (FLEET SERVICES)
7. 5100- PURCHASE OF 2 PICKUPS FOR WATER DEPARTMENT (FLEET SERVICES)
8. 5100- INCREASE VALUE BLANKET FOR TITAN TRUCK EQUIPMENT (FLEET SERVICES)
9. 5110 - DEPARTMENT OF ECOLOGY GRANT ACCEPTANCE (FLEET SERVICES)
10. 5100- CONTRACT WITH MEGA WASH FOR CAR WASH SERVICES (FLEET SERVICES)
11. 5100- PURCHASE OF BALLISTIC DOOR PANELS FOR SPD VEHICLES (FLEET SERVICES)

**IV. Public Testimony**

**V. Executive Session**

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

**VI. Adjournment**

**VII. Next Meeting**

**Next Finance & Administration Committee**

The next meeting will be held at the regular date and time of **11:00 AM. May 29, 2025.**

**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 [mhowmaster@spokanecity.org](mailto:mhowmaster@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.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/25/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Bid #****Contact Name/Phone**

DAWN KINDER 625-6443

**Requisition #****Contact E-Mail**

DKINDER@SPOKANECITY.ORG

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

JBINGLE PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

1680- INTERLOCAL AGREEMENT FOR A COLLECTION REGIONAL EFFORT

**Agenda Wording**

The City of Spokane, Spokane County, City of Spokane Valley, and Spokane County Housing and Community Development Department. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.

**Summary (Background)**

The City of Spokane, Spokane County, City of Spokane Valley, and Spokane County Housing and Community Development Department. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b>Funding Source</b>			
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		dkinder@spokanecity.org	
arielleanderson@spokanecity.org		dnorman@spokanecity.org	

## INTERLOCAL AGREEMENT FOR A COLLECTIVE REGIONAL EFFORT CENTERED ON THE 5-YEAR PLAN TO END HOMELESSNESS

**THIS INTERLOCAL AGREEMENT** (herein after “Agreement”) is entered into by and between **SPOKANE COUNTY** (“County”), a political subdivision of the State of Washington, through the Spokane County Housing and Community Development Department (“HCD”), whose address is 1026 West Broadway Avenue, Fourth Floor, Spokane, WA 99201, and the **CITY OF SPOKANE** (hereinafter “Spokane City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and **CITY OF SPOKANE VALLEY** (hereinafter “Valley”), a municipal corporation of the State of Washington, whose address is 10210 East Sprague Avenue, Spokane Valley, WA 99206, sometimes referred to individually as “Party” or collectively as “Parties.”

### RECITALS

**WHEREAS**, the Spokane County Board of County Commissioners, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), has the care of County property and the management of County funds and business; and

**WHEREAS**, the Washington State Interlocal Cooperation Act (Chapter 39.34 of the Revised Code of Washington) provides for interlocal cooperation between government agencies; and

**WHEREAS**, all Parties are required to integrate and coordinate their respective homeless plans, strategies, actions and responsibilities within their respective jurisdictions; and it is in the public interest to cooperate in carrying out homeless funding priorities; and

**WHEREAS**, the Continuum of Care 5-Year Strategic Plan to End Homelessness 2020-2025 (“Homelessness Strategic Plan”) has the following objectives:

- **Objective One:** *Promote an equitable, accountable, and transparent homeless crisis response system*
- **Objective Two:** *Prioritize those with the greatest barrier to housing stability and the greatest risk of harm*
- **Objective Three:** *Prevent episodes of homelessness whenever possible*
- **Objective Four:** *Seek to house everyone in a stable setting that meets their needs*
- **Objective Five:** *Strengthen the homeless provider workforce*

**THEREFORE**, in consideration of the foregoing and of the mutual promises herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly plan and coordinate Parties' separate homeless and housing services and projects within the region.
2. ADMINISTRATION. The Parties shall meet as frequently as needed to meet the following objectives and coordinate various funding schedules. The Parties shall administer their various program grants separately, and in accordance with local, state and federal Grant Administration Policies; Guidelines; and General Terms and Conditions. The County's contract administrator is the HCD Administrator. The Spokane City's contract administrator is the Neighborhood, Housing and Human Services, Director. The Valley's administrator is the City Services Administrator.
3. DATA COLLECTION. The Parties acknowledge that agreements funded through the Spokane Regional Continuum of Care organization require HMIS data collection and reporting as identified by federal and state funding sources. Parties shall share data in accordance with this Agreement and with any applicable Data Sharing Agreements. Each participating jurisdiction will encourage those operating homeless and/or housing services/projects not funded through the Spokane Regional Continuum of Care organization to utilize HMIS as a data center to support regional and thorough data collection and evaluation.
4. JOINT-RESPONSIBILITIES OF THE PARTIES:
  - a. The Parties shall collaborate through regular meetings between the Administrators or their designees, or other representatives from each Party, in order to identify efficiencies that the Parties can obtain through coordinating each Party's separate actions in furtherance of the Homelessness Strategic Plan.
  - b. To increase efficiencies, maximize the effectiveness of the Parties' limited financial resources, and avoid duplication of efforts, the Parties shall coordinate planning, community outreach, and planned development efforts related to the Homelessness Strategic Plan.
  - c. Each Party shall update and approve local homeless plans pursuant to RCW 43.185C.050 as needed. Adopted plans must be consistent with the Local Plan Guidelines issued by the Department of Commerce. Nothing herein prevents a Party from adopting another Party's local homelessness plan in whole or in part.
  - d. Each Party shall maintain and update their respective Housing Inventory Count (HIC) dedicated to homeless persons, and any units or all activities funded using local homeless and affordable housing fees collected under RCW 36.22.250.
  - e. Parties shall coordinate inclement weather response pertaining to cooling centers, warming centers, and clean air needs.
  - f. The Parties shall jointly plan and conduct a point-in-time count (PIT) of homeless persons, required under RCW 43.185C.030. Counts must be carried out in compliance with the Department of Commerce Count Guidelines. The Parties will jointly evaluate the methodology used in determining a homeless point-in-time measurement prior to reporting the data to the Department of Commerce and/or releasing the information to the public.
  - g. The Parties shall coordinate with each other in the process of distributing homelessness grant funds, and awarding grants for programs designed to achieve goals identified in the Homelessness Strategic Plan. This coordination shall include (a) keeping each other timely informed when Requests for Proposals (RFPs) are solicited,

- (b) providing each other information about each Party's grant award decisions (such as, but not limited to, identifying the recipient, the activity/program being funded by the grant award, the amount of the award, and the duration of grant agreements), (c) developing a model RFP application form to use when soliciting proposals for projects related to the Homelessness Strategic Plan (d) establishing minimum qualifications for selected providers and (d) jointly evaluating the performance of current and previously funded contracts .
- h. In order to evaluate the effectiveness of homelessness programs, promote transparency and ensure accountability, the Parties shall continue to identify consistent minimum contract requirements for the Parties to include in their individual agreements with providers that receive funding from any of the Parties to provide services advancing the Homelessness Strategic Plan, evaluate the performance of the funded providers throughout the funding cycle and establish a consistent auditing process for providers.
  - i. The Parties shall provide periodic updates to the other Parties regarding the work being conducted by their local advisory boards and committees.
  - j. The Parties shall consistently collect data from homelessness service providers and require said providers to input accurate data in the HMIS system on a timely basis.
  - k. The Parties shall establish priority interventions that serve extremely low and very low income households in order to identify programs eligible for funding with the document recording surcharge retained by Spokane County in accordance with RCW 36.22.250(3)(c).
5. DURATION OF AGREEMENT – TERMINATION. This Agreement is for a term of 5 years, commencing when all Parties have signed and executed, and terminating on February 1, 2030, unless terminated earlier by any Party by providing 60 days' prior written notice. The obligations identified in paragraph 7 shall survive termination of this Agreement.
6. RIGHT TO CONTRACT INDEPENDENTLY. Any Party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other Parties and shall not bind or otherwise obligate the other Parties to participate in the activity.
7. HOLD-HARMLESS. Each Party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. None of the Parties assume responsibility for the consequences of any act or omission of any other Party to this agreement or any person or entity not a party hereto. This Agreement is not intended to create any third party beneficiary or a duty of any kind to any person, firm, corporation, or entity in any form that is not a party to this agreement.

In accordance with the above, each Party receiving a claim for damages from a third party ("Indemnifying Party(ies)"), when such damages are alleged to have arisen from that Party's negligent or wrongful act or failure to act on the part of itself, its agents, or employees, shall indemnify, defend, and hold harmless the other Parties ("Indemnified Party(ies)"). When the damages are alleged to have arisen from the concurrent negligence or wrongful acts or failures to act of more than one Party herein, then (a) the Indemnifying Parties shall fully defend, indemnify, and hold harmless any Party who is not alleged to have engaged in



negligent or wrongful action or inaction injuring a third party, and (b) each Indemnifying Party shall be responsible only for that portion of the damages caused by that Indemnifying Party's negligence, wrongful actions, or failure to act.

8. RCW 39.34 REQUIRED CLAUSES.

- a. Purposes. See Section No.1 above.
- b. Duration. See Section No. 5 above
- c. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of the Agreement.
- d. Administration. See Section No. 2 above.

- 9. **Property Upon Termination.** Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.
- 10. **Amendment.** Parties may amend this Agreement only in a writing signed and executed by all Parties and with the same formalities as required for this Agreement.
- 11. **Assignment.** No Party may assign any part of this Agreement to a third party. No other person or entity has any right or privilege under or in connection with this Agreement.
- 12. **Compliance with Laws.** Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders from courts of competent jurisdiction.
- 13. **Counterparts.** The Parties may execute this Agreement and any amendment in counterparts. Each counterpart will constitute an original, all of which together will constitute the same Agreement.
- 14. **Headings.** The headings in this Agreement are non-substantive and for reference only.
- 15. **Independent Contractors.** The Parties to this Agreement are independent contractors. No officer, employee, agent, or representative of any Party will be deemed an officer, employee, agent, or representative of another Party.
- 16. **Maintenance of Records.** Each Party is responsible for maintaining its own documents, records, media, and data in connection with this Agreement. Each Party must make available to Spokane County, at any time during normal operating hours, all nonconfidential or nonprivileged records, books, or pertinent information arising from or in connection with this Agreement which are in that Party's possession or control.
- 17. **Merger.** The provisions of this Agreement, and any attachments, exhibits, or other materials incorporated herein, together constitute the complete and exclusive understanding between the Parties regarding the subject matter hereto. There are no other promises, terms, or understandings between the Parties in connection with this Agreement.
- 18. **Notices.** All notices shall be in writing and delivered either in person, by United States mail, or by email to the applicable Administrator or Administrator's designee.
- 19. **Public Records Act.** The Parties acknowledge and agree that Spokane County, City, and

Valley are bound by Chapter 42.56 RCW (Public Records Act) and that the Public Records Act controls over any part of this Agreement which may conflict. No Party will be deemed in breach of this Agreement for complying with any requirement of the Public Records Act. The Parties must assist each other in retaining and producing public records in connection with this Agreement. Any Party's failure to so assist will constitute a material breach of this Agreement, and any Party who fails to assist must indemnify, defend, and hold the non-breaching Parties harmless from any liability resulting from such breach.

20. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction, arbitrator, or mediator to be invalid or unenforceable, then all other parts of this Agreement will remain in full force and effect.
21. **Time of the Essence.** Time is of the essence for every provision of this Agreement.
22. **Waiver.** If a Party fails to require performance from another Party under this Agreement or fails to claim a breach of this Agreement by another Party, then such failure will not be interpreted or construed as affecting any subsequent breach of this Agreement or the right to require performance or affect the ability to claim a breach of this Agreement.

Signatures:

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

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CHRIS JORDAN, COMMISSIONER

Approved as to form:

LAWRENCE H. HASKELL

Spokane County Prosecuting Attorney

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R. Wesley Zickau, WSBA #58416

Deputy Prosecuting Attorney

CITY OF SPOKANE:

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Alexander Scott - City Administrator

ATTEST:

City Clerk

Approved as to form:

City Attorney

CITY OF SPOKANE VALLEY

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John Hohman – City Manager

ATTEST:

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City Clerk

Approved as to form:

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City Attorney

DRAFT

DRAFT



INTER-LOCAL AGREEMENT

REGIONAL HOMELESSNESS COLLABORATION



The City of Spokane, Spokane County and the City of Spokane Valley recognize the importance of regional collaboration to effectively address homelessness.



It is in the public's best interest to cooperate in carrying out homeless funding priorities



The Continuum of Care bears the responsibility to establish via state collaboration and public comment on the 5 Year Plan to End Homelessness

COLLECTIVE REGIONAL EFFORT

# 5 YEAR PLAN TO END HOMELESSNESS



## 5 Objectives

- Promote an equitable, accountable, and transparent homeless crisis response system
- Prioritize those with the greatest barrier to housing stability and the greatest risk of harm
- Prevent episodes of homelessness whenever possible
- Seek to house everyone in a stable setting that meets their needs
- Strengthen the homeless provider workforce



# AGREEMENTS WITHIN THE ILA

- Jurisdictional staff will continue to meet as frequently as necessary to:
  - a. To increase efficiencies, maximize the effectiveness of the Parties' limited financial resources, and avoid duplication of efforts, the Parties shall coordinate planning, community outreach, and planned development efforts related to the Homelessness Strategic Plan.
  - b. Each Party shall update and approve local homeless plans pursuant to RCW 43.185C.050 as needed. Adopted plans must be consistent with the Local Plan Guidelines issued by the Department of Commerce. Nothing herein prevents a Party from adopting another Party's local homelessness plan in whole or in part.
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# AGREEMENTS IN THE ILA CONT.

- a. The Parties shall coordinate with each other in the process of distributing homelessness grant funds, and awarding grants for programs designed to achieve goals identified in the Homelessness Strategic Plan. This coordination shall include (a) keeping each other timely informed when Requests for Proposals (RFPs) are solicited, (b) providing each other information about each Party's grant award decisions (such as, but not limited to, identifying the recipient, the activity/program being funded by the grant award, the amount of the award, and the duration of grant agreements), (c) developing a model RFP application form to use when soliciting proposals for projects related to the Homelessness Strategic Plan (d) establishing minimum qualifications for selected providers and (d) jointly evaluating the performance of current and previously funded contracts .
- b. In order to evaluate the effectiveness of homelessness programs, promote transparency and ensure accountability, the Parties shall continue to identify consistent minimum contract requirements for the Parties to include in their individual agreements with providers that receive funding from any of the Parties to provide services advancing the Homelessness Strategic Plan, evaluate the performance of the funded providers throughout the funding cycle and establish a consistent auditing process for providers.
- c. The Parties shall provide periodic updates to the other Parties regarding the work being conducted by their local advisory boards and committees.
- d. The Parties shall consistently collect data from homelessness service providers and require said providers to input accurate data in the HMIS system on a timely basis.
- e. The Parties shall establish priority interventions that serve extremely low and very low-income households in order to identify programs eligible for funding with the document recording surcharge retained by Spokane County in accordance with RCW 36.22.250(3)(c).

## DURATION OF ILA



This Agreement is for a term of 5 years, commencing when all Parties have signed and executed, and terminating on February 1, 2030, unless terminated earlier by any Party by providing 60 days' prior written notice. The obligations identified in paragraph 7 shall survive termination of this Agreement.



This aligns with the 5 Year Plan to End Homelessness causing a natural opportunity to revisit ILA guidelines based on local needs, funding, organizational changes etc.

# OTHER STANDARD TERMS

- Hold Harmless
- Property Upon Termination
- Amendments
- Assignment
- Compliance with Laws
- Counterparts
- Headings
- Independent Contractors
- Maintenance of Records
- Merger
- Notices
- Public Records Act
- Severability
- Time of the Essence
- Waiver

# QUESTIONS

# STAFF INVOLVED

- City of Spokane
  - Dawn Kinder
  - Arielle Anderson
  - Megan Kapaun
- City of Spokane Valley
  - John Hohman
  - Gloria Mantz
  - Kelly Konkright
- Spokane County
  - George Dahl
  - Chris McKinney
  - Wes Zickau

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Information Only**Date Rec'd**

3/26/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

ACCOUNTING &amp; GRANTS

**Bid #****Contact Name/Phone**

CALEB 625-6585

**Requisition #****Contact E-Mail**

CSTANTON@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name**

ARPA CHILDCARE PROGRAM

**Agenda Wording**

This ARPA program distributed retention bonuses to childcare facilities for employee retention as well as childcare subsidies for Spokane residents. This is a final program update for Council.

**Summary (Background)**

The City of Spokane entered into a contract with Community-Minded Enterprises on 11/23/2022. This ARPA program distributed retention bonuses to childcare facilities for employee retention as well as childcare subsidies for Spokane residents. After over two years this ARPA program will come to the end of its contract on 4/30/2025. Wendy Nelson-Lloyd and the CME team are on hand to give a final program update to council on what this program has been able to accomplish over the last two years.

**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**

N/A



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			

## Committee Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	04/28/2025
<b>Submitting Department</b>	Accounting and Granrts
<b>Contact Name</b>	Caleb Stanton
<b>Contact Email &amp; Phone</b>	<a href="mailto:cstanton@spokanecity.org">cstanton@spokanecity.org</a>
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 20mins
<b>Agenda Item Name</b>	ARPA Childcare Program
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane entered into a contract with Community-Minded Enterprises on 11/23/2022. This ARPA program distributed retention bonuses to childcare facilities for employee retention as well as childcare subsidies for Spokane residents.</p> <p>After over two years this ARPA program will come to the end of its contract on 4/30/2025. Wendy Nelson-Lloyd and the CME team are on hand to give a final program update to council on what this program has been able to accomplish over the last two years.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> 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	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?</li> <li>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?</li> <li>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> </ul>	

- 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.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Information Only**Date Rec'd**

4/21/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

MANAGEMENT &amp; BUDGET

**Bid #****Contact Name/Phone**

JESSICA 625-6369

**Requisition #****Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name**

0410 - QUARTERLY FINANCIAL REPORT

**Agenda Wording**

Quarterly financial report - The report covers through March 2025.

**Summary (Background)**

The Finance department routinely presents City financial information to the Finance & Administration committee of the City Council. The quarterly financial report is intended to provide more detail and greater insight into the financial well-being of the City. Topics include an overview of the General Fund, other funds, CIP project status and an economic briefing.

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

Quarterly financial report - Not applicable

**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?**

Quarterly financial report - Not applicable

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

Quarterly financial report - Not applicable

**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?**

Report in accordance with SMC 07.14.030 A2

**Council Subcommittee Review**

Quarterly financial report - Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36682

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

MANAGEMENT &amp; BUDGET

**Bid #****Contact Name/Phone**

JESSICA 625-6585

**Requisition #****Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0410 - SMC CLEAN-UP

**Agenda Wording**

An ordinance relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.

**Summary (Background)**

The purpose of this ordinance is for SMC clean-up for the Department of Management and Budget relating to Intrafund Budget Transfers.

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

Not applicable

**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?**

Not applicable

**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**

Not applicable



<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA		
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			

## ORDINANCE NO. C36682

An ordinance relating to Intrafund Budget Transfers; amending Sections 07.09.010, 07.09.015, 07.09.020, 07.09.040 of the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.09.010 Permitted When**

- A. Intrafund budget transfers may be made during the current fiscal year by order of the ~~((mayor))~~ Mayor, or in the ~~((library fund))~~ Library Fund by the ~~((library director))~~ Executive Director, or in the ~~((park fund))~~ Park Fund by the ~~((director of parks and recreation))~~ Director of Parks and Recreation; provided, however, that the following transfers shall not occur unless approved by an ordinance passed by the vote of one more than the majority of all members of the ~~((city council))~~ City Council:
1. The creation or abolishment of ~~((employee))~~ positions, except for:
    - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
    - b. progressive promotions, certification advancements, or position reclassifications of classified employees governed by ~~((civil service rules))~~ Civil Service Merit System Rules or bargaining unit contracts.
  2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund except for grant funds.  
~~((3. All transfers from a budgeted line item to a defunded line item as adopted by the City Council.))~~  
~~((4))~~ 3. Transfers of budgeted personnel expenses to non-personnel expenses. This does not apply to grant funds or Library, Parks, Civil Service, or other quasi-departments governed by a separately appointed Board or Commission.  
~~((5. Transfers of budgeted personnel expenses from one department to another department within the same fund.))~~  
~~((6))~~ 4. Emergencies as specified in state law or City charter.
- B. Provided, further, that ~~the following transfers shall be approved by ordinance passed by a majority of all members of the city council:~~

~~1. Changes)) changes to the wages, hours, and conditions of employment of ((appointive)) employees shall be approved by ordinance passed by a majority of all members of the City Council.~~

~~2. Adjustments to the salary or compensation of City officers, assistants and employees.~~

**Section 2.** That Section 07.09.015 of the Spokane Municipal Code is amended to read as follows:

**Section 07.09.015 Personnel/Position Transfers**

A. Transfer of all classified ~~((personnel))~~ employees shall be accomplished pursuant to the City's ~~((civil service rules))~~ Civil Service Merit System Rules.

~~B. The elimination of a position in a department which accompanies, precedes, or results in the transfer of that position to another department shall be accompanied by an interfund transfer of the budgeted funds for the transferred employee's position from the former department to the new department.))~~

~~((G))~~ B. Inter-departmental transfers of ~~((job))~~ positions and interfund transfers, as described in this section, outside of the annual budget process as described in Section 25 of the City Charter, SMC ~~((07.15.005))~~ 07.14, and chapter ~~((35.33))~~ 35.34, RCW, shall not occur unless the City Council approves ~~((an))~~ a special budget ordinance to accomplish the transfer.

**Section 3.** That Section 07.09.020 of the Spokane Municipal Code is amended to read as follows:

**Section 07.09.020 Report Required**

A. The ~~((mayor))~~ Mayor shall prepare and submit to the ~~((city council))~~ City Council within fifteen (15) days following the calendar month a report of all intrafund budget transfers ~~((ordered))~~ requested during the previous calendar month. It shall not be necessary for the ~~((city council))~~ City Council to approve the report. The report shall include but not be limited to the following:

1. Intrafund transfers between departments; and
2. Intrafund transfers covered by [SMC 7.09.010\(A\)\(1\)\(a\) and \(1\)\(b\)](#); and
3. Intrafund transfers between categories of personal services, maintenance and operation, capital outlay and debt service.

- B. Intrafund transfers within budgets of single departments which do not involve transfers between the object groups of personal services, maintenance and operation, capital outlay, and debt service need not be included in the monthly reports to ~~((city council))~~ City Council.
- C. For purposes of determining those transfers to be reported, the classification of accounts as established by the ~~((state auditor))~~ Washington State Auditor shall be followed.

**Section 4.** That Section 07.09.040 of the Spokane Municipal Code is amended to read as follows:

**Section 07.09.040 Expenditure Limits**

Budget expenditures shall be limited in the manner specified in chapter ~~((35-33))~~ 35.34 RCW as now enacted or hereafter amended.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

DRAFT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Information Only**Date Rec'd**

4/23/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

FINANCE, TREASURY &amp; ADMIN

**Bid #****Contact Name/Phone**

CONNER 625-6585

**Requisition #****Contact E-Mail**

WTHORNE@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name**

0410 - QUARTERLY INVESTERMENT REPORT

**Agenda Wording**

Q1 2025 Quarterly Investment Report &amp; Presentation

**Summary (Background)**

Q1 2025 Quarterly Investment Report &amp; Presentation

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

N/A - Quarterly report

**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 - Quarterly report

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

N/A - Quarterly report

**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?**

Following current SMC

**Council Subcommittee Review**

N/A - Quarterly report

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			





# **CITY OF SPOKANE**

## **Quarterly Investment Report**

### **As of March 31, 2025**

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March 31, 2025

This report presents the City's investment portfolio for the quarter ending March 31, 2025. It has been prepared to comply with regulations contained in Washington State RCW 35.39 and Spokane Municipal Code Chapter 7.15. The report includes all investments managed by the City. As required, the report provides information on the investment type, issuer, maturity date, cost, and current market value for each security.

The investment objectives of the City of Spokane, as stated in the Investment Policy, are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all operating and capital spending requirements; and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated monthly to the various funds based on the respective fund's average monthly investment balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, the city is able to benefit from economies of scale, diversification, liquidity, and ease of administration.

The City retains direct control of its investments. Primarily, investments are held by the City in a safekeeping account with Bank of New York Mellon. Exceptions to this rule would include investments held by trustees related to bond financings, which are held by US Bank, and Spokane Investment Pool Loans that are held internally.

#### ***Investment Portfolio Benefits all Funds***

The City's cash and investment portfolio represents money from all City funds with the exception of Employee Retirement, Police Pension, and Fire Pension funds. City funds include the General Fund, enterprise funds, internal service funds, capital projects funds, and other funds which are restricted to specific purposes.

In general, monies held by the City are either allocated by the City Council for spending or are purposefully retained in reserve. For example, the money in the capital outlay funds has been identified to provide particular capital projects for the community and there is a plan to spend down the cash balance as the projects progress. In the General Fund, a determined amount is held in reserve to meet the City's contingency reserve policy of 10% of current-year budgeted expenditures and the City's revenue stabilization policy of 3.5% of current-year budgeted revenues.

### ***Current Cash and Investment Summary***

The following is a summary of the City's cash and investments based on market value as of March 31, 2025, compared with the prior quarter:

#### **Quarterly Investment Report**

<b>Portfolio Category</b>	<b>December 31, 2024</b>	<b>March 31, 2025</b>	<b>Percent of Total</b>
Cash & Equivalents	51,078,306	36,869,157	11.89%
Fixed Income Investments	237,941,979	240,680,647	77.59%
SIP Internal Loans	32,648,487	32,648,487	10.53%
<b>TOTAL</b>	<b>321,668,772</b>	<b>310,198,291</b>	<b>100.00%</b>

There are several factors resulting in changes in cash and investment balances from month-to-month and quarter-to-quarter. Often they are the result of the receipt of revenues or a large disbursement. Some major City revenues are received on a periodic rather than a monthly basis. For example, the majority of City property taxes are received in May and November of each year. On the disbursement side, payments for bonded indebtedness or large capital projects can reduce the portfolio substantially in the quarter that they occur.

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At March 31, 2025, the market value of the portfolio was \$4,426,788.53 less than the cost basis. The difference is an unrealized loss due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of March 31, 2025 was 3.32%. The effective *rate of return* for the 1st quarter was 3.22%.

As of March 31, 2025, the investment portfolio was in compliance with all State laws, the City's Investment Policy and the City's investment management plan.

#### ***Summary of Activity for the Quarter and Future Liquidity***

With the exception of periods impacted by the pandemic, cash receipts and disbursements are generally consistent with past trends for the quarter. The cash management program contains enough liquidity to meet at least the next three months of expected expenditures by the City, which are forecasted at \$234M.

#### **Investment Portfolio Activities:**

- **No maturities or purchases in Q1 2025**

***Report Contents and Distribution.*** This report includes the following three schedules on the City's portfolio as of March 31, 2025; Summary of Investment Portfolio; Summary of Investment Portfolio Liquidity; Investment Performance versus benchmark; SIP Loan Capacity Report.

If you have any questions concerning this report, or require additional information, contact Matt Boston, Chief Financial Officer at (509) 625-6820.

## **DISTRIBUTION LIST**

### **Administration**

Lisa Brown – Mayor

### **City Council**

Betsy Wilkerson – Council President

Jonathan Bingle – Councilmember

Kitty Klitzke – Councilmember

Lili Navarrete - Councilmember

Michael Cathcart – Councilmember

Paul Dillon – Councilmember

Zack Zappone – Councilmember

### **Investment Oversight Committee**

Matt Boston – Chief Financial Officer

Michael Cathcart – Councilmember

Christine Shisler – Retirement

Brian Brill – Community Member

Vacant – Investment Officer

# CITY OF SPOKANE

As of March 31, 2025

## SUMMARY OF INVESTMENT PORTFOLIO:

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account (US Bank)	NA	NA	\$1,541,289
<b>Investments:</b>			
Local Government Investment Pool (LGIP)	11.4%	4.40%	35,327,868
Federal Agency Coupon Securities	46.6%	3.19%	143,826,100
Municipal Bond	10.5%	3.58%	32,472,513
Federal Agency Strip Bonds	11.2%	2.80%	34,660,934
Treasury Coupon Securities	9.6%	3.70%	29,721,100
SIP Loans	10.6%	3.15%	32,648,487
<b>Total Investments</b>	<b>100.0%</b>	<b>3.37%</b>	<b>\$308,657,002</b>
<b>Total Checking Account &amp; Investments</b>			<b>\$310,198,291</b>

## SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

INVESTMENT AGING		
	Percent of Portfolio	Par Value
Overnight	11.55%	\$36,869,157
Within Three Months	7.83%	25,000,000
Three to Six Months	6.26%	20,000,000
Six Months to One Year	11.30%	36,063,860
One to Two Years	23.49%	74,984,014
Two to Three Years	9.36%	29,870,000
Three to Five Years	23.45%	74,877,612
Five to Seven Years	6.76%	21,583,000
Over Seven Years	0.00%	0
<b>TOTAL</b>	<b>100.00%</b>	<b>\$319,247,644</b>

## CITY OF SPOKANE

SUMMARY OF PORTFOLIO DEBT:

DEBT AGING		
	Percent of Portfolio	Principal Balance
Within 1 Year	3.31%	\$11,063,860
1-3 Years	5.94%	19,871,214
3-5 Years	5.54%	18,532,934
5-10 Years	64.65%	216,410,000
10-15 Years	0.00%	0
15-20 Years	20.57%	68,845,000
<b>TOTAL</b>	<b>100.00%</b>	<b>\$334,723,009</b>

## CITY OF SPOKANE

As of March 31, 2025

### INVESTMENT PERFORMANCE VS BENCHMARK:

#### BENCHMARK COMPARISON

The City of Spokane maintains certain performance objectives for its investments. The overall performance objective for the portfolio is to earn a reasonable rate of return, within the parameters of the investment policy, in tandem with meeting the liquidity needs of the City. In order to achieve this objective, the portfolio invests in high-quality money market instruments, rolling repurchase agreements, US Treasury securities, and Agency securities, while maintaining an average maturity of no longer than 3 years. The City generally invests in securities maturing in 5 years or less, except in such circumstances where the maturity of such investments coincide with an identifiable cash flow. To monitor the achievement of this objective, the City uses a comparison “Benchmark” function. Currently, the benchmark used by the City is a blend of three Bloomberg-based indices directly correlated to the allocation of liquidity for the City portfolio. Below is a summary of the quarterly results as compared to the benchmark. While the City strives to achieve this performance objective every month, the goal is assumed to be met on an annual basis.

#### **Benchmark Comparison for the Quarter Ended 3/31/2025**

	<u><b>Benchmark</b></u>	<u><b>3/31/2025</b></u>	<u><b>12/31/2024</b></u>
<b>Average Maturity (yrs)</b>	2.07	1.96	2.08
<b>Average Market Yield</b>	4.05%	3.32%	3.44%
<b>Average Coupon</b>	1.85%	2.70%	2.81%
<b>Total Market Value</b>		\$310,198,291	\$321,668,772

### SIP LOAN CAPACITY REPORT:

SIP LOAN CAPACITY		
	Percentage	Amount
<b>Investment Portfolio Balance</b>		\$310,198,291
Less: Bond Proceeds*		315,831
Less: ARPA Funds		13,176,497
<b>Net Investment Portfolio Balance</b>	100.00%	\$296,705,963
<b>SIP Loan Capacity Limit per Investment Policy</b>	15.00%	\$44,505,895
Less: Current SIP loans Issued	11.00%	32,648,487
<b>Net Capacity</b>	<b>4.00%</b>	<b>\$11,857,408</b>

\*Bond proceeds include unspent cash and investment balances restricted in use for Library and Parks improvements.



**City of Spokane**  
**Positions by Period**  
**Outstanding and Closed Debt Service**  
**01/01/2025 to 03/31/2025**  
**Primary Sort Issue Group, Secondary Sort Issue Group**

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
<b><u>GOB</u></b>									
LTGO 2015	GOB	2/11/2015	Dec/2027 - 2034	3 to 4	48,305,000.00	0.00	0.00	0.00	48,305,000.00
LTGO 2020	GOB	11/30/2020	Dec/2021 - 2026	1.38	7,399,200.00	0.00	0.00	0.00	7,399,200.00
REV 2014	GOB	12/2/2014	Dec/2015 - 2034	3 to 5	110,310,000.00	0.00	0.00	0.00	110,310,000.00
UTGO 2015	GOB	1/27/2015	Dec/2021 - 2034	3 to 5	57,795,000.00	0.00	0.00	0.00	57,795,000.00
UTGO 2017	GOB	2/16/2017	Dec/2017 - 2027	4 to 5	8,740,000.00	0.00	0.00	0.00	8,740,000.00
UTGO 2018	GOB	12/20/2018	Dec/2019 - 2041	3.125 to 5	55,945,000.00	0.00	0.00	0.00	55,945,000.00
UTGO 2018	GOB	12/20/2018	Dec/2043	3.625	12,900,000.00	0.00	0.00	0.00	12,900,000.00
Subtotal					301,394,200.00	0.00	0.00	0.00	301,394,200.00
<b><u>Loans</u></b>									
CLID #223	Loans	11/1/2014	Nov/2026	3.15	116,148.86	0.00	0.00	0.00	116,148.86
CLID #224A	Loans	12/31/2015	Dec/2025	3	34,930.31	0.00	0.00	0.00	34,930.31
PAF 2024 PUBLIC SAFETY	Loans	5/22/2024	Dec/2028	5.14	4,652,745.24	0.00	0.00	0.00	4,652,745.24
PAF ALKI REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,205,587.27	0.00	0.00	0.00	1,205,587.27
PAF CHAS DENTAL CLINIC	Loans	7/31/2020	Dec/2025	0.81	556,080.00	0.00	0.00	0.00	556,080.00
PAF DOWNRIVER GOLF SIP LOAN 20	Loans	5/26/2021	Dec/2026	1.34	2,053,211.22	0.00	0.00	0.00	2,053,211.22
PAF EAST SPRAGUE RECON PJCT	Loans	3/30/2021	Jun/2026	1.21	1,562,653.93	0.00	0.00	0.00	1,562,653.93
PAF ENGINEERING RELOCATION	Loans	10/30/2020	Dec/2025	0.77	304,837.25	0.00	0.00	0.00	304,837.25
PAF FLEET REFUNDED	Loans	6/30/2020	Dec/2025	0.81	556,771.40	0.00	0.00	0.00	556,771.40
PAF GARDNER REFUND	Loans	6/30/2020	Dec/2025	0.81	780,081.90	0.00	0.00	0.00	780,081.90
PAF GOLF SIP LOAN 2018 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	1,849,415.04	0.00	0.00	0.00	1,849,415.04
PAF GOLF SIP LOAN 2019 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	1,890,557.03	0.00	0.00	0.00	1,890,557.03
PAF LTGO 2016 REF RFP/IRON BR	Loans	6/30/2020	Dec/2025	0.81	1,008,821.33	0.00	0.00	0.00	1,008,821.33
PAF PARKING METER REPL	Loans	5/22/2024	Dec/2028	5.14	2,542,971.91	0.00	0.00	0.00	2,542,971.91
PAF PARKS ZAMBONI	Loans	10/11/2023	Jun/2028	4.47	138,299.99	0.00	0.00	0.00	138,299.99
PAF REFUNDING 2016 LTGO	Loans	5/22/2024	Dec/2028	5.14	5,786,544.83	0.00	0.00	0.00	5,786,544.83
PAF UNIVERSITY DISTRICT REFUND	Loans	6/30/2020	Dec/2025	0.81	2,459,777.17	0.00	0.00	0.00	2,459,777.17



**City of Spokane**  
**Positions by Period**  
**Outstanding and Closed Debt Service**  
**01/01/2025 to 03/31/2025**  
**Primary Sort Issue Group, Secondary Sort Issue Group**

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
PAF WEST PLAINS REFUNDED	Loans	6/30/2020	Dec/2025	0.81	417,001.62	0.00	0.00	0.00	417,001.62
PAF WTE EQUIPMENT	Loans	2/22/2024	Dec/2028	4.3	950,744.76	0.00	0.00	0.00	950,744.76
SOLID WASTE TRUCKS	Loans	12/23/2024	Dec/2029	4.58	3,781,305.52	0.00	0.00	0.00	3,781,305.52
Subtotal					32,648,486.58	0.00	0.00	0.00	32,648,486.58
Grand Total					334,042,686.58	0.00	0.00	0.00	334,042,686.58

[Selected Issues]

Issue Group	Issue	Issue Group	Issue
Loans	CLID #222	Loans	CLID #221
Loans	PAF ALKI REFUNDED	Loans	PAF GARDNER REFUND
Loans	PAF UNIVERSITY DISTRICT REFUND	Loans	PAF WEST PLAINS REFUNDED
Loans	PAF LIBRARY REFUNDED	Loans	PAF RIVERFRONT PARK REFUNDED
Loans	PAF FLEET REFUNDED	Loans	PAF ENGINEERING VEHICLES REFUN
Loans	PAF GOLF SIP LOAN 2018 REFUNDE	Loans	PAF GOLF SIP LOAN 2019 REFUNDE
Loans	PAF LTGO 2016 REF RFP/IRON BR	Loans	PAF STRATEGIC INVESTMENT REFUN
Loans	PAF MAPLE GATEWAY REFUNDED	Loans	PAF CHAS DENTAL CLINIC
Loans	CLID #223	Loans	CLID #224A
Loans	CLID #219	Loans	PAF ENGINEERING RELOCATION
Loans	PAF PUBLIC SAFETY 2020	Loans	PAF PUBLIC SAFETY 2014 REFUNDE
Loans	PAF PUBLIC SAFETY 2015 REFUNDE	Loans	PAF PUBLIC SAFETY 2016 REFUNDE
Loans	PAF PUBLIC SAFETY 2017 REFUNDE	Loans	PAF PUBLIC SAFETY 2018 REFUNDE
Loans	PAF PUBLIC SAFETY 2019 REFUNDE	Loans	PAF DOWNRIVER GOLF SIP LOAN 20
Loans	PAF EAST SPRAGUE RECON PJCT	Loans	PAF PARKING METERS
Loans	PAF PARKS ZAMBONI	Loans	PAF WTE EQUIPMENT
Loans	PAF PARKING METER REPL	Loans	PAF 2024 PUBLIC SAFETY
Loans	PAF REFUNDING 2016 LTGO	Loans	SOLID WASTE TRUCKS
GOB	LTGO 2015	GOB	UTGO 2015
GOB	UTGO 2017	GOB	REV 2014
GOB	UTGO 2018	GOB	LTGO 2020
GOB	LTGO 2016		



# City of Spokane

## *Investment Report*

*Q1 2025*

April 28, 2025





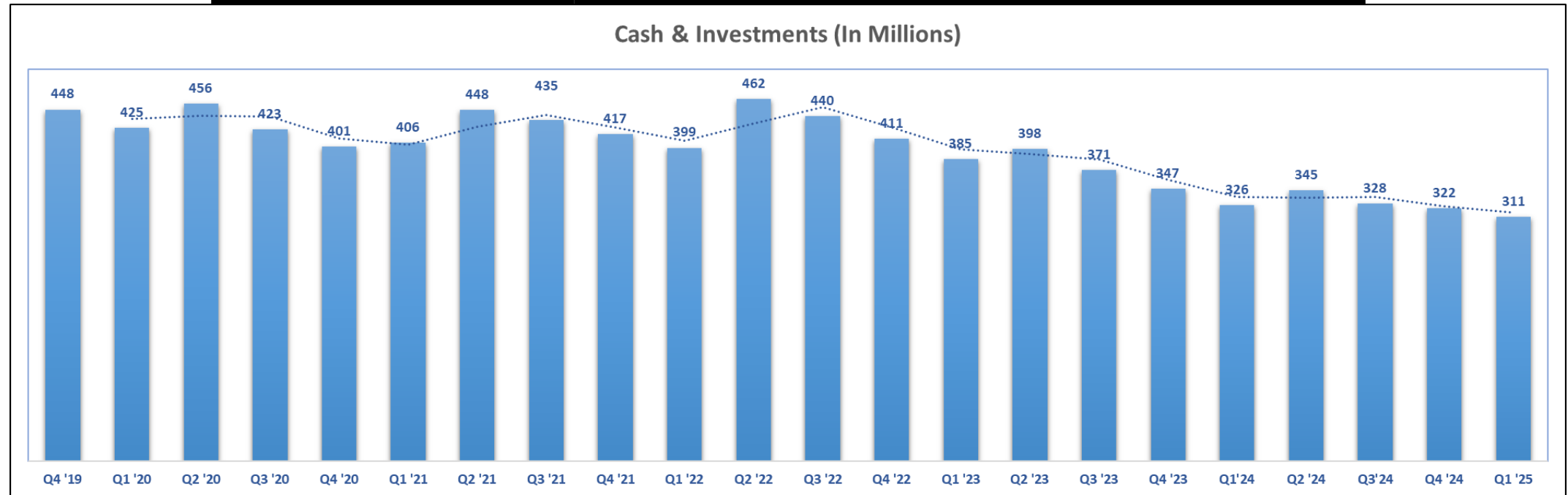
# Topics

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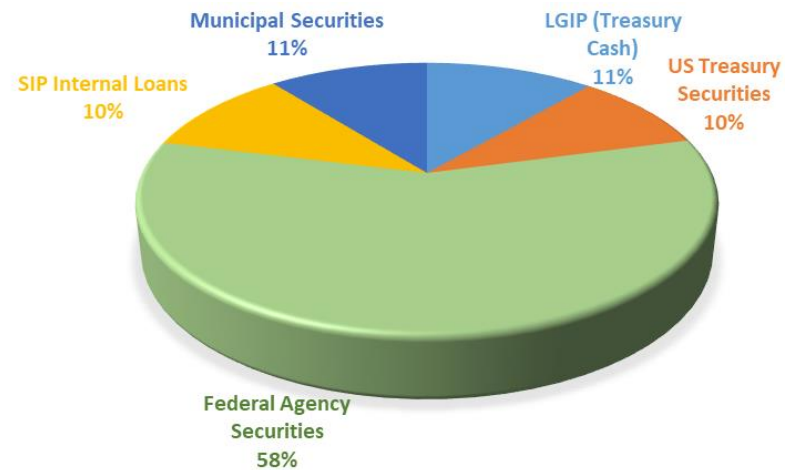
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance

# Current Cash & Investment Balances

Portfolio Category	December 31, 2024	March 31, 2025	Percent of Total
Cash & Equivalents	51,078,306	36,869,157	11.89%
Fixed Income Investments	237,941,979	240,680,647	77.59%
SIP Internal Loans	32,648,487	32,648,487	10.53%
<b>TOTAL</b>	<b>321,668,772</b>	<b>310,198,291</b>	<b>100.00%</b>



# Portfolio Composition (*positions*)



Top Portfolio Allocations			
Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	32%	40%	Complies
Federal Home Loan Bank	16%	40%	Complies
LGIP (Treasury Cash)	11%	100%	Complies
Federal Farm Credit Bank	11%	40%	Complies
Municipal Securities	11%	10%	Does Not Comply*
SIP Internal Loans	10%	15%	Complies
US Treasury Securities	9%	100%	Complies

\*Investments from 2022 – no additional investments have been made from this category. This will be back in compliance once reinvestments in fixed securities are made in April

# Portfolio Composition (*maturities & purchases*)

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## Maturities

*Investment roll-off via security reaching maturity & principal returned to portfolio*

---

- No Maturities

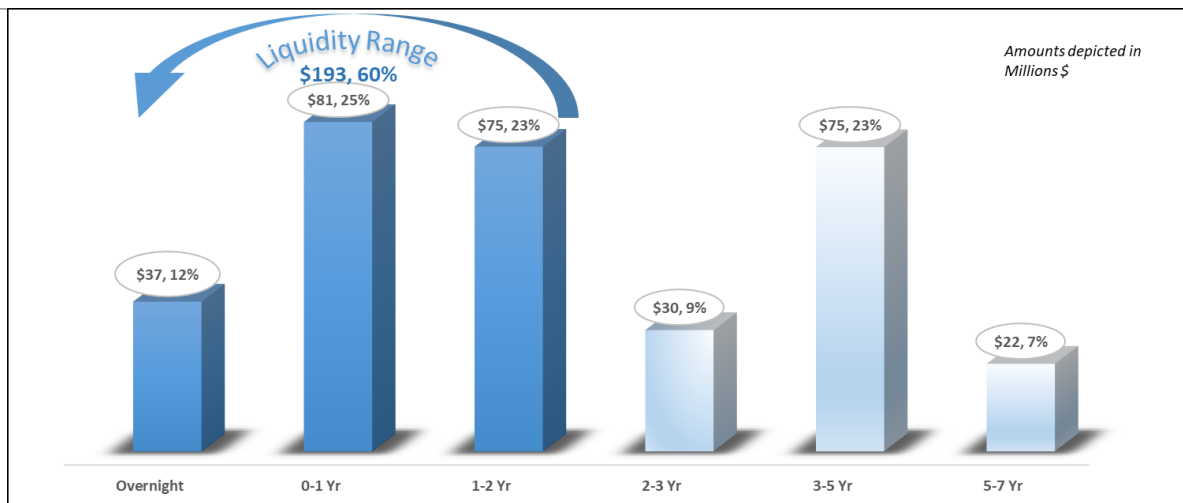
## Purchases

*New Investments added to portfolio via market purchasing activity.*

---

- No Purchases

# Portfolio Composition (*liquidity*)



MATURITY-BASED CASH FLOWS													
Security Issuer	Apr '25	May '25	June '25	July '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Total
FHLB	-	-	-	-	-	-	-	-	-	-	-	10,000,000	10,000,000
FNMA	10,000,000	-	-	-	20,000,000	-	-	-	-	-	-	-	30,000,000
FFCB	-	-	-	-	-	-	-	-	-	-	5,000,000	-	5,000,000
US Treasury	-	-	15,000,000	-	-	-	-	-	-	10,000,000	-	-	25,000,000
Interest Income	325,000	332,288	678,125	306,250	637,906	575,000	293,750	335,946	462,500	306,250	600,406	575,000	5,428,421
Monthly CF	<u>10,325,000</u>	<u>332,288</u>	<u>15,678,125</u>	<u>306,250</u>	<u>20,637,906</u>	<u>575,000</u>	<u>293,750</u>	<u>335,946</u>	<u>462,500</u>	<u>10,306,250</u>	<u>5,600,406</u>	<u>10,575,000</u>	
Total 12-month Forward: Portfolio Cash Flows													<u><u>75,428,421</u></u>

# Portfolio Performance

## Unrealized Gains/Losses

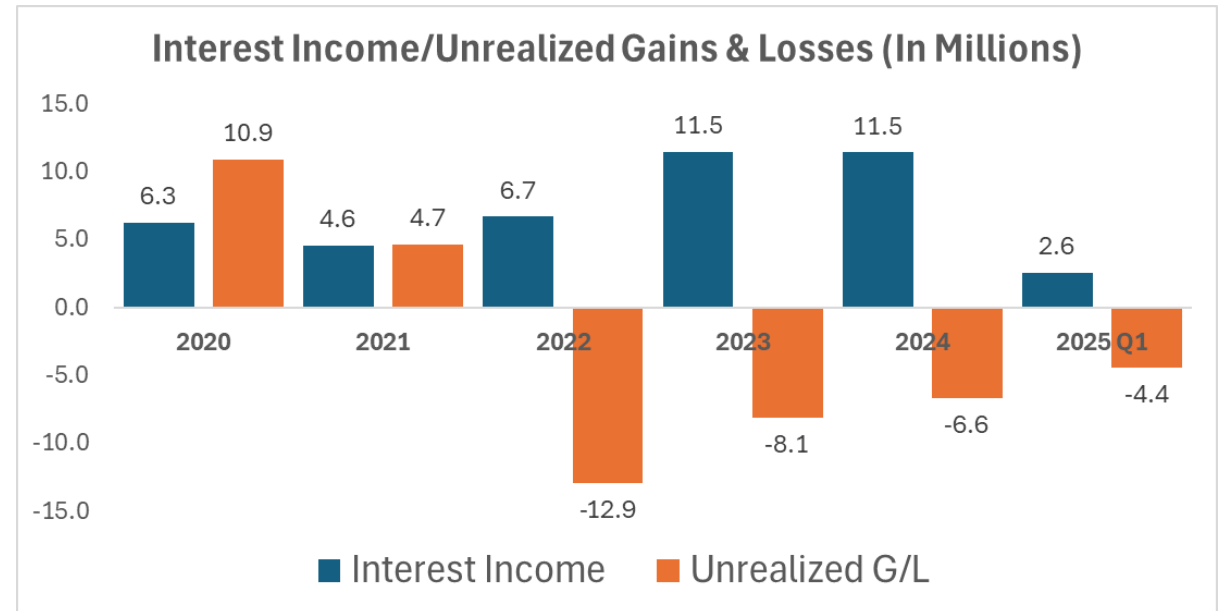
*Impact of market-based interest rates on the value of the portfolio.*

- \$4.4 Million (loss)
  - Per GASB Reporting Statement 31

## Interest Income

*Income earned from Treasury Cash & Fixed Income positions.*

- \$2.6 Million Year-to-Date



# Portfolio vs S&P Portfolio Index Benchmark

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## Portfolio Maturity

*Average maturity (in years) for investments in the portfolio.*

- 1.96 Years

## Portfolio Duration

*Average duration (in years) for investments in portfolio.*

- 1.80 Years

## Portfolio Coupon

*Average coupon rate for investments in portfolio.*

- 2.70%

## Portfolio Yield (YTM)

*Weighted Average return if investments held to maturity.*

- 3.32%

## Benchmark Maturity

*Average maturity (in years) for Index.*

- 2.07 Years

## Benchmark Duration

*Average duration (in years) for Index.*

- 1.90 Years

## Benchmark Coupon

*Average coupon rate for investments in Index.*

- 1.85%

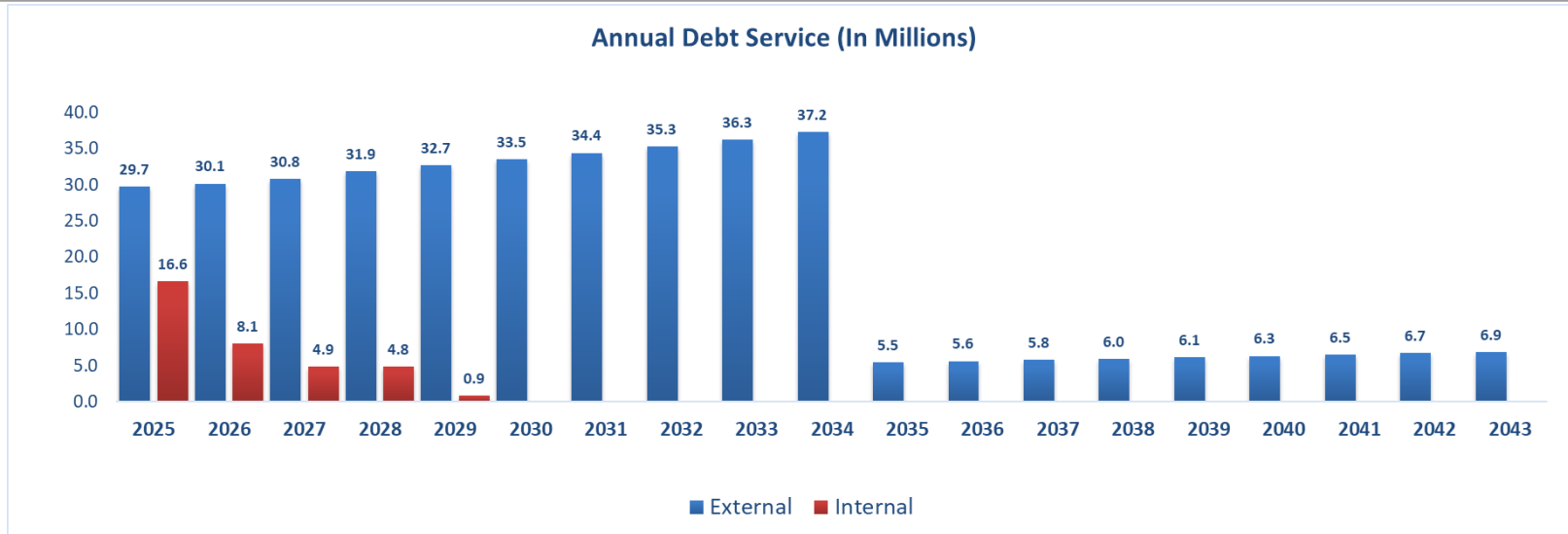
## Benchmark Yield (YTM)

*Weighted Average return for Index..*

- 4.05%



# Portfolio Composition (*Debt*)



Debt Service Schedule													
Type	Apr '25	May '25	June '25	July '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Total
Internal Debt	-	-	3,982,722	-	-	-	-	60,833	12,588,180	-	-	-	16,631,735
External Debt	-	-	5,735,517	-	-	-	-	-	23,999,717	-	-	-	29,735,234
Monthly Pmt	-	-	9,718,239	-	-	-	-	60,833	36,587,897	-	-	-	
Total 12-month Forward: Debt Service Schedule													46,366,969

# Questions?

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/18/2025

**Clerk's File #**

ORD C36681

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

HUMAN RESOURCES

**Bid #****Contact Name/Phone**

ALLISON ADAM 6383

**Requisition #****Contact E-Mail**

AADAM@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0620 ORDINANCE 03.04 AMENDMENT EMPLOYEE LEAVE

**Agenda Wording**

AN ORDINANCE relating to Employee Leave, amending SMC sections 03.04.010, 03.04.020, 03.04.040, 03.04.070, 03.04.200, 03.04.220, 03.04.230, to chapter 03.04 of the Spokane Municipal Code; repealing SMC section 03.04.030, to chapter 03.04 of the Spokane Municipal Code; and setting an effective date.

**Summary (Background)**

SMC 03.04 addresses employee leave and was last updated in April 2007. These updates are to make the SMC consistent with current Washington state law as well as the City's Collective Bargaining Agreements.

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

N/A This ordinance applies to all employees.

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	ADAM, ALLISON		
<b><u>Division Director</u></b>	ADAM, ALLISON		
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			

## ORDINANCE NO. C36681

AN ORDINANCE relating to Employee Leave, amending SMC sections 03.04.010, 03.04.020, 03.04.040, 03.04.070, 03.04.200, 03.04.220, 03.04.230, to chapter 03.04 of the Spokane Municipal Code; repealing SMC section 03.04.030, to chapter 03.04 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, chapter 3.04 of the Spokane Municipal Code (SMC) addresses Employee Leave; and

WHEREAS, the current chapter is inconsistent with Washington state law and needs to be revised to be consistent with Washington state law and the City's Collective Bargaining Agreements-

- Now, Therefore,

The City of Spokane does ordain:

Section 1: That SMC section 03.04.010 is amended to read as follows:

### **03.04.010 Sick Leave Accrual**

- A. Permanent, full-time employees accrue cumulative sick leave with pay at the rate ~~((of four hours per biweekly pay period))~~ established by collective bargaining agreement.
- B. Permanent, part-time employees accrue sick leave pro rata based on actual hours paid.
- C. Other ~~((E))~~employees subject to the provisions of collective bargaining agreements accrue sick leave as provided in the current applicable agreement.

Section 2: That SMC section 03.04.020 is amended to read as follows:

### **03.04.020 Employees Entitled**

- A. ~~((Seasonal employees and temporary employees are not entitled to sick leave.))~~The City administers sick leave accrued pursuant to the Washington State Paid Sick Leave Law in accordance with RCW 49.46.200 and RCW 49.46.210. The parameters of sick leave administration are set forth by collective bargaining agreement.

~~((B. Regular employees are eligible for sick leave after six months of service.))~~

~~((C. An employee must be in a paid status at least eighty percent of a pay period in order to accrue sick leave during that pay period.))~~

~~((D)) B. An employee granted leave of absence with pay continues to accrue sick leave during leave of absence((-)), excluding leaves of absence taken pursuant to Washington State Paid Family Medical Leave or workers compensation.~~

~~((E)) C. Employees laid off for reasons not discreditable to them and rehired within thirty-six months, and employees granted leave of absence without pay, do not accrue sick leave during the layoff or absence, but upon resumption of active employment shall have available to them the sick leave accrued prior to layoff or absence.~~

Section 3: That SMC section 03.04.030 entitled "Eligible Reasons" is repealed.

### **((03.04.030 Eligible Reasons**

~~A. An employee is eligible for sick leave with pay for the following reasons only:~~

- ~~1. Personal illness or physical incapacity to such an extent as renders the employee unable to perform the duties of the position.~~
- ~~2. Enforced quarantine in accordance with certain health regulations.~~
- ~~3. Emergency, serious injury or illness, or death of a member~~

~~B. In cases under subsection (A)(3) of this section, the employee may receive leave not exceeding twenty-four work hours, and if travel is required of a greater distance than two hundred fifty miles one way, an additional two days of leave may be granted. The employee may be required to document the need for travel.))~~

Section 4: That SMC section 03.04.040 is amended to read as follows:

### **03.04.040 Duty to Report**

An employee desiring sick leave shall inform the department head, or cause the department to be informed, forthwith that he/she is unable to report for duty and the reason. An employee failing to so report without excuse may be denied sick leave pay. ~~((A department head, at his discretion, may require a written statement from the employee's physician, or physician representing the City, regarding the employee's health and need for the use of sick leave.))~~

Section 5: That SMC section 03.04.070 is amended to read as follows:

### **03.04.070 Coordination with Disability Benefits**

Employees receiving disability benefits by virtue of any law or ordinance now or hereafter enacted are entitled to sick leave pay only to the extent sick leave hereunder exceeds such benefits. An employee eligible for industrial insurance compensation for time loss because of an on-the-job injury that elects to supplement industrial insurance compensation for time loss with sick leave or vacation leave is paid and charged sick leave or vacation leave in the amount of the difference between regular pay and such time loss payments. Should an employee who has received full sick leave payment for the first three days of absence also be paid under industrial insurance for those first three days, a payroll correction in the amount of the difference between regular pay and time loss payments, denoting the time loss payments as a credit to the City, will be reflected ~~((paid the employee under industrial insurance is credited to the City from the money due the employee))~~ in the next payroll period.

Section 6: That SMC section 03.04.200 is amended to read as follows:

### **03.04.200 Vacation Leave Accrual**

~~((A. Except as provided below, regular employees of the City accrue biweekly vacation leave with pay on the basis of length of active service with the City as follows:~~

<del>Hours Accrued – Effective April 1, 1990</del>	
<del>Years of Service</del>	<del>Per Pay Period</del>
Less than five	3.39
Beginning fifth	4.93
Beginning eleventh	5.24
Beginning twelfth	5.54
Beginning thirteenth	5.85
Beginning fourteenth	6.16
Beginning fifteenth	6.47
Beginning twentieth	8.01

<del>Hours Accrued – Effective December 23, 1990</del>	
<del>Years of Service</del>	<del>Per Pay Period</del>
Less than five	3.70
Beginning fifth	5.24
Beginning eleventh	5.55
Beginning twelfth	5.85
Beginning thirteenth	6.16
Beginning fourteenth	6.47
Beginning fifteenth	6.78
Beginning twentieth))	8.32



~~((B))~~ A. Permanent, part-time employees accrue vacation leave pro rata based on actual hours paid.

~~((C))~~ B. Employees subject to the provisions of collective bargaining agreements~~((-))~~, or employees who follow the pay and benefits established in collective bargaining agreements pursuant to SMC 3.07.310 and SMC 3.07.315, accrue vacation leave as provided in the current applicable agreement.

~~((D. Except as provided in SMC 3.04.220 and SMC 3.04.230, an employee may accumulate paid vacation leave not to exceed two hundred hours or two times the employee's annual leave, whichever is greater.))~~

Section 7: That SMC section 03.04.220 is amended to read as follows:

### **03.04.220 Use and Deferral**

- A. An employee may use vacation leave ~~((as accrued after satisfactory completion of one year of continuous active service;))~~ as provided for by collective bargaining agreement, with prior approval of the department head or designated supervisor. The supervisor schedules vacation leave so as to meet the operating requirements of the City and, as far as practicable, the preference of the employees.
- B. No employee may take vacation leave in excess of the accrual credited to the employee's vacation account at the time the vacation is taken.
- C. All employees are expected to utilize their annual vacation leave. All employees are required to take vacation leave so that an employee's total accumulation does not exceed the maximum permitted by collective bargaining agreement ~~((authorized by SMC 3.04.200(D))~~), but for good and sufficient reason upon the recommendation of the department head, the mayor or his designee may allow vacation leave accrual beyond the maximum prescribed, when such extension serves the best interest of the City.

Section 8: That SMC section 03.04.230 is amended to read as follows:

### **03.04.230 Payment Upon Termination or Forfeiture**

- A. ~~((An employee with more than one year of service, when terminating;))~~ At the time of termination, an employee is compensated at his last hourly rate for each hour of accrued vacation leave to the date of termination pursuant to the terms of the applicable collective bargaining agreement ~~((within the limits set forth in this article)).~~

~~((B. Upon recommendation of the mayor, and for good and sufficient reason, the city council may authorize by resolution payment for vacation accumulated in excess of the limits set forth in this article, rather than the forfeiture thereof.))~~

Section 9: Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_, 2025.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36686

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

HUMAN RESOURCES

**Bid #****Contact Name/Phone**

ALLISON ADAM 6287

**Requisition #****Contact E-Mail**

AADAM@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0620 SPECIAL BUDGET ORDINANCE- Q2 2025 HR RANGE CHANGES

**Agenda Wording**

Q2 2025 HR Salary Range Changes SBO

**Summary (Background)**

The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications effected 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.

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

N/A recurring HR admin task

**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 recurring HR admin task

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

N/A recurring HR admin task

**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.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 278,000-373,000	
Current Year Cost		\$ 186,000-249,000	
Subsequent Year(s) Cost		\$ TBD	
<b><u>Narrative</u></b>			
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		Recurring	
<b><u>Funding Source Type</u></b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.			
<b><u>Expense Occurrence</u></b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	ADAM, ALLISON	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	ADAM, ALLISON		
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	BEATTIE, LAUREN		
<b><u>For the Mayor</u></b>			
<b><u>Distribution List</u></b>			

## Council Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	04/28/2025																																																																						
<b>Submitting Department</b>	Human Resources																																																																						
<b>Contact Name</b>	Allison Adam, Director of HR																																																																						
<b>Contact Email &amp; Phone</b>	<a href="mailto:aadam@spokanecity.org">aadam@spokanecity.org</a>																																																																						
<b>Council Sponsor(s)</b>	CM Dillon & CM Cathcart																																																																						
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 10 min																																																																						
<b>Agenda Item Name</b>	Special Budget Ordinance – Q2 2025 HR Range Changes																																																																						
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																						
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda																																																																						
<b>Summary</b>  <b>What is the specific purpose or need for the budget adjustment?</b>  <b>What changes or developments have triggered this request?</b>	<div style="border: 1px solid black; padding: 10px;"> <p>The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications effected 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> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Union</th><th>SPN/ Job Code</th><th>Title</th><th>From Grade</th><th>To Grade</th><th>Former Range</th><th>New Range</th></tr> </thead> <tbody> <tr> <td colspan="7"><b>Civil Service Request</b></td></tr> <tr> <td>M&amp;P-B</td><td>231F1</td><td>Assistant Engineer I</td><td>A02-38</td><td>A02-38</td><td>\$66,064.32- \$93,542.40</td><td>\$66,064.32- \$93,542.40</td></tr> <tr> <td>M&amp;P-B</td><td>231F2</td><td>Assistant Engineer II</td><td>---</td><td>A02-41</td><td>---</td><td>\$71,179.92- \$100,808.64</td></tr> <tr> <td>M&amp;P-B</td><td>232F1</td><td>Associate Engineer I</td><td>A02-46</td><td>A02-46</td><td>\$80,283.60- \$113,754.24</td><td>\$80,283.60- \$113,754.24</td></tr> <tr> <td>M&amp;P-B</td><td>232F2</td><td>Associate Engineer II</td><td>---</td><td>A02-49</td><td>---</td><td>\$86,359.68- \$121,793.04</td></tr> <tr> <td>M&amp;P-B</td><td>233F1</td><td>Senior Engineer I</td><td>A02-52</td><td>A02-53</td><td>\$92,811.60- \$132,045.12</td><td>\$97,342.56- \$137,223.36</td></tr> <tr> <td>M&amp;P-B</td><td>233F2</td><td>Senior Engineer II</td><td>---</td><td>A02-56</td><td>---</td><td>\$103,188.96- \$146,995.20</td></tr> <tr> <td>M&amp;P-B</td><td>234</td><td>Principal Engineer</td><td>A02-57</td><td>A02-60</td><td>\$105,840.72- \$153,196.56</td><td>\$114,025.68- \$162,717.84</td></tr> <tr> <td>M&amp;P-B</td><td>028</td><td>Public Records Officer</td><td>---</td><td>A02-38</td><td>---</td><td>\$66,064.32 - \$93,542.40</td></tr> </tbody> </table> </div>	Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range	<b>Civil Service Request</b>							M&P-B	231F1	Assistant Engineer I	A02-38	A02-38	\$66,064.32- \$93,542.40	\$66,064.32- \$93,542.40	M&P-B	231F2	Assistant Engineer II	---	A02-41	---	\$71,179.92- \$100,808.64	M&P-B	232F1	Associate Engineer I	A02-46	A02-46	\$80,283.60- \$113,754.24	\$80,283.60- \$113,754.24	M&P-B	232F2	Associate Engineer II	---	A02-49	---	\$86,359.68- \$121,793.04	M&P-B	233F1	Senior Engineer I	A02-52	A02-53	\$92,811.60- \$132,045.12	\$97,342.56- \$137,223.36	M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,188.96- \$146,995.20	M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,840.72- \$153,196.56	\$114,025.68- \$162,717.84	M&P-B	028	Public Records Officer	---	A02-38	---	\$66,064.32 - \$93,542.40
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Department Director Request						
M&P-A	774	Deputy Director Code Enforcement/ Parking Services	---	A01- 51	---	\$91,788.48- \$128,746.08
Non- Rep	855	Director of Crime Strategies & Analysis	---	A07- 58	---	\$117,115.92- \$165,202.56
Non- Rep	706	Director of Accounting	A07- 65	A07- 56	\$127,952.64- \$178,461.36	\$114,422.40- \$159,857.28
M&P-A to Non- Rep	767	Director of Civil Rights, Equity, & Inclusion	A01- 59	A07- 56	\$112,501.44- \$158,166.00	\$114,422.40- \$159,857.28
Union Request						
M&P-B	334	Fire Protection Engineer	A02- 53	A02- 56	\$97,342.56- \$137,223.36	\$103,188.96- \$146,945.20

### Fiscal Impact

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

**Total Cost:** For SPNs with former ranges or other reclass information provided by Civil Service, Citywide: \$278,000 - \$373,000 and General Fund: \$65,000 - \$88,000. However, with SPNs without a former range or other information from Civil Service, indeterminable.

**Current year cost:** For SPNs with former ranges or other reclass information provided by Civil Service, Citywide: \$186,000 - \$249,000 and General Fund: \$43,000 - \$59,000. However, with SPNs without a former range or other information from Civil Service, indeterminable.

**Subsequent year(s) cost:** The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.

**Funding Source** ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

**Expense Occurrence** ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

### 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 this year, but personnel expenses will change in the effected funds.
- What operational changes will occur because of this adjustment?  
No operational changes.
- 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?**

Ensure compensation equity



ORDINANCE NO C36686

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, 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 Council of Spokane does ordain:

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

- 1) Change the grade and associated pay range for the Assistant Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	231F2	Assistant Engineer II	---	A02-41	---	\$71,180-\$100,809

- 2) Change the grade and associated pay range for the Senior Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,189-\$146,995

- 3) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

- 4) Change the grade and associated pay range for the Public Records Officer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	028	Public Records Officer	---	A02-38	---	\$66,064-\$93,542

- 5) Change the grade and associated pay range for the Director of Civil Rights, Equity, & Inclusion position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A to Non-Rep	767	Director of Civil Rights, Equity, & Inclusion	A01-59	A07-56	\$112,501-\$158,166	\$114,422-\$159,857

- 6) Change the grade and associated pay range for the Director of Crime Strategies & Analysis position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Non-Rep	855	Director of Crime Strategies & Analysis	---	A07-58	---	\$117,116-\$165,203

Section 2. That in the budget of the Street Maintenance 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 Assistant Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	231F2	Assistant Engineer II	---	A02-41	---	\$71,180-\$100,809

- 2) Change the grade and associated pay range for the Senior Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,189-\$146,995

Section 3. That in the budget of the Code Enforcement 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 Deputy Director Code Enforcement/ Parking Services position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	774	Deputy Director Code Enforcement/ Parking Services	---	A01-51	---	\$91,788-\$128,746

Section 4. That in the budget of the Parking System 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 Deputy Director Code Enforcement/ Parking Services position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	774	Deputy Director Code Enforcement/ Parking Services	---	A01-51	---	\$91,788-\$128,746

Section 5. That in the budget of the Emergency Medical Services 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 Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

- 2) Change the grade and associated pay range for the Fire Protection Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	334	Fire Protection Engineer	A02-53	A02-56	\$97,343-\$137,223	\$103,189-\$146,945

Section 6. That in the budget of the Water - Wastewater 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 Senior Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,189-\$146,995

- 2) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

Section 7. That in the budget of the Integrated Capital Management 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 Associate Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	232F2	Associate Engineer II	---	A02-49	---	\$86,360-\$121,793

- 2) Change the grade and associated pay range for the Senior Engineer II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F2	Senior Engineer II	---	A02-56	---	\$103,189-\$146,995

- 3) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

Section 8. That in the budget of the Building Services/Development Services Center 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 Senior Engineer I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	233F1	Senior Engineer I	A02-52	A02-53	\$92,812-\$132,045	\$97,343-\$137,223

- 2) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	234	Principal Engineer	A02-57	A02-60	\$105,841-\$153,197	\$114,026-\$162,718

Section 9. That in the budget of the Accounting Services 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 Director of Accounting position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Non-Rep	706	Director of Accounting	A07-65	A07-56	\$127,953-\$178,461	\$114,422-\$159,857

Section 10. 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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

OPR 2025-0354

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

COMMUNITY AND ECONOMIC

**Bid #****Contact Name/Phone**

STEVE 625-6835

**Requisition #****Contact E-Mail**

SMACDONALD@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON JBINGLE MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0750 - ILA REGARDING FUNDING TRANSFERS TO NEPDA

**Agenda Wording**

ILA between the City and Northeast PDA, setting forth a process whereby the City may allocate and transfer funding to NEPDA for reasons outlined in the document.

**Summary (Background)**

The purpose of this Agreement is to set forth a process whereby City may allocate and transfer funding to the NEPDA for incentivizing public improvements associated with development projects, enhance tracking of such funds for City Accounting purposes, and ensure use of such funding for incentivizing public improvements purposes.

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 625,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
SBO addressing this cost will be entered as a separate item in OnBase.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 625,000	#	3200-49854-58700-54201-20802
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reallocation	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	MACDONALD, STEVEN		
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Jesse Bank jesse.bank@northeastpda.com		smacdonald@spokanecity.org	
sgardner@spokanecity.org		abeck@spokanecity.org	
nzollinger@spokanecity.org		klouden@spokanecity.org	
cpitsnogle@spokanecity.org		sbishop@spokanecity.org	
kpicanco@spokanecity.org			

Return to: Office of the City Clerk  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

City Clerk's OPR No. 2025 - \_\_\_\_\_

## **INTERLOCAL AGREEMENT REGARDING FUNDING FOR INCENTIVIZING NORTHEAST PUBLIC DEVELOPMENT AUTHORITY PUBLIC IMPROVEMENTS**

**THIS AGREEMENT** is entered into between the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("CITY"), and the Northeast Public Development Authority ("NEPDA"), a public corporation created pursuant to RCW 35.21, RCW 39.34 Interlocal Agreement between the City of Spokane and Spokane County, OPR 2019-0928, and City Ordinance C35829, jointly hereinafter referred to as the "PARTIES."

WHEREAS, pursuant to RCW 35.21.745 and SMC 04.25.030, the NEPDA can, among other powers, acquire and manage real property, secure financing, utilize revenues to incentivize private development, undertake property construction and development and otherwise accomplish all purposes required for development and management of Projects; and

WHEREAS, public improvements such as creation or enhancement of infrastructure (i.e., roads, utility systems, etc.) and facilities for the benefit of the public (i.e., parks, etc.) serve the economic development purposes the NEPDA was created to achieve as set forth in ILA, OPR 2019-0928; and

WHEREAS, RCW 35.21.745 imposes responsibilities on local government to control and oversee the PDA's operation and funds in order to ensure the PDA is reasonably accomplishing its purpose and correct any deficiencies; and

WHEREAS, in addition to the NEPDA tax revenue source funding agreed to and outlined by City and County in ILA OPR 2019-0928, the City additionally periodically seeks to allocate and transfer funding from other City sources to NEPDA to incentivize public improvements associated with development projects; and

WHEREAS, the Parties seek to formalize a process to facilitate allocation and transfer of City funding and track funding for City accounting purposes, and to ensure funds are used for the incentivizing public improvement purposes articulated herein; and

WHEREAS, the PARTIES are entering into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act, RCW 39.34.



**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

### **SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to set forth a process whereby City may allocate and transfer funding to the NEPDA for incentivizing public improvements associated with development projects, enhance tracking of such funds for City Accounting purposes, and ensure use of such funding for incentivizing public improvements purposes.

### **SECTION NO. 2: DURATION**

This Agreement shall become effective upon final execution by both parties and shall continue until the termination of the Agreement by: 1.) mutual agreement of the Parties; or 2.) upon insolvency or dissolution of the PDA per RCW 35.21.750.

### **SECTION NO. 3: RESPONSIBILITIES OF THE PARTIES**

#### **A. City.**

To the extent authorized by the City Council through the adoption of the annual budget or through the adoption of a special budget ordinance/s (SBO), the City shall transfer funding to the NEPDA to fund incentivization of public improvements associated with Development Projects. Such allocated funding is to be assigned to specific development agreements between NEPDA and the Development Projects.

#### **B. NEPDA.**

1. The NEPDA's use of funds must be dedicated to incentivizing the construction of public improvements.
2. The incentive must be specifically identified in a written agreement between the NEPDA and the Developer of the Project.
3. The Project public improvements must be both permitted by, and located within, the City of Spokane.
4. Exhibit A attached hereto provides example language that should be included in the agreement between the NEPDA and the Developer for the Development Project to address public works requirements such as prevailing wages, indemnification, insurance and bonding.
5. When the NEPDA enters into an agreement with a Development Project, NEPDA must notify City by providing the Project details and a copy of the agreement for the Development Project.

### **SECTION NO. 4: RCW 39.34 REQUIRED CLAUSES**

A. **PURPOSE:** See Section 1 above.

B. **DURATION:** See Section 2 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section 3 above.
- E. **AGREEMENT TO BE FILED:** The City shall file this Agreement with its City Clerk.
- F. **FINANCING:** See Responsibilities of Parties Section above.
- G. **TERMINATION:** See Section No. 2 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF,** the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: \_\_\_\_\_ CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

DATED: \_\_\_\_\_

NORTHEAST PUBLIC DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

Public Improvements. The Project will include the following public improvements within the public right-of-way (the “Improvements” or “Public Improvements”):

[Describe public improvements \_\_\_\_\_ insert project details from the staff report  
\_\_\_\_\_]

1. Construction of the Public Improvements. NEPDA shall cause the Public Improvements to be completed, in their entirety. The costs of the Improvements include but are not limited to costs of design, construction, permitting (which includes inspection and review fees from the City), insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. Neither the City of Spokane nor the NEPDA shall be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount set forth in Section 6 herein below.

(a) The Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW.

(b) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer’s behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. As a condition of the NEPDA’s liability for or payment of any amounts to Developer pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the NEPDA’s payment to Developer of any amounts under this Agreement, comply with the following: Developer and all contractors and 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 and each voucher claim submitted by a contractor or subcontractor 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 NEPDA. Upon completion of the Public Improvements, the contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician.

(c) In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the NEPDA shall have a right to direct audit of such information, records, and documents.

(d) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Improvements and list the NEPDA as obligee. In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the NEPDA pursuant to this Agreement.

(e) Upon the City of Spokane's issuance of a Certificate of Occupancy and approved inspections of the Public Improvements, Developer shall provide the NEPDA an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the NEPDA as compatible with the requirements of the Washington State Auditor for audit purposes. The NEPDA shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the NEPDA accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the NEPDA within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the NEPDA refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the NEPDA shall specify the basis for the decision and the NEPDA and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment and reimbursement the dispute is not resolved, and if within ninety (90) calendar days of NEPDA's receipt of notification there remain unresolved any issues relating to actual costs, then the NEPDA shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator. Notwithstanding the foregoing, in no case shall the NEPDA's payment obligation to the Developer exceed the NTE Amount.

2. NEPDA's Payment to Developer. In consideration of the significant public benefits anticipated to result from Developer's construction of the Project, subject to the terms and conditions of this agreement, and following Developer's completion of the

Project, including the Public Improvements, the NEPDA shall pay Developer an amount not to exceed [REDACTED] Dollars \$[REDACTED] through the [REDACTED] NEPDA incentive program (the "NTE Amount"). The actual payment amount will be based upon the costs shown in Developer's invoices submitted to the NEPDA, subject to the NTE Amount. The NEPAA will make payments to Developer, within sixty (60) days after the receipt of Developer's application for payment, subject to the NEPDA's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement. Without limiting any of the foregoing, Developer's application for payment shall be subject to review by the NEPDA in consultation with City's Engineering Services Department for the purpose of confirming reasonable prices for materials, equipment rentals and labor.

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5. Indemnity & Hold Harmless. Developer shall indemnify, defend, and hold the NEPDA, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the construction of the Public Improvements, unless caused directly or indirectly by the NEPDA's negligence or intentional misconduct.

To the extent necessary to enforce Developer's indemnification obligations hereunder, Developer hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

6. Insurance. At all times prior to NEPDA's approval of the completed Public Improvements, Developer shall cause to be maintained in force at Developer's own expense, each insurance noted below per RCW 4.24.115(1)(b).

(a) Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this agreement. It shall provide that the NEPDA, its officers, employees, contractors, agents, and such other persons or entities as the NEPDA may designate are additional insureds, but only with respect to the construction of the Public Improvements.

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

(c) Developer shall require any contractor working on the Public Improvements pursuant to this agreement to carry and maintain, at no expense to NEPDA and/or City: (a) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (c) Worker's Compensation or similar insurance in form and amounts required by law.

(d) All the insurance required under this agreement shall be written as primary policies, not contributing with and not supplemental to the coverage that NEPDA may carry.

(e) Developer shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Developer shall furnish acceptable insurance certificates to the NEPDA at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Developer fails to perform any of its obligations under this Section, the NEPDA may perform the same and may deduct such expenditures from its reimbursements to Developer under this agreement. The NEPDA makes no representations that the types or amounts of coverage required to be carried by Developer pursuant to this Section are adequate to protect Developer. If Developer believes that any of such insurance coverage is inadequate, Developer will obtain, at Developer's sole cost and expense, such additional insurance coverage as Developer deems appropriate.

ORDINANCE NO \_\_\_\_\_

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PAY THE NEPDA FOR A DEVELOPMENT INCENTIVE.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Arterial Street Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

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

- 1) Increase appropriation by \$625,000.
- A) Of the increased appropriation, \$625,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for a payment to the Northeast Public Development Authority (NEPDA) as a development incentive as part of an interlocal agreement, 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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36684

**Cross Ref #**

OPR 2025-0358

**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

COMMUNITY AND ECONOMIC

**Bid #****Contact Name/Phone**

STEVE 625-6835

**Requisition #****Contact E-Mail**

SMACDONALD@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON JBINGLE MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0750-SBO TO BUDGET FOR PAYMENT TO NEPDA

**Agenda Wording**

SBO arising from the need to budget for a payment to the Northeast Public Development Authority (NEPDA) as a development incentive as part of an interlocal agreement.

**Summary (Background)**

The 2019 Strategic Plan had allocated our Public Development Authorities funding for Public Right of Way Improvements (streets, utility, stormwater) to help spur private investment within the respective districts. The fund (budget # 3200 49854 95300 56701 99999) held the Northeast Public Development (NEDPA) allocation \$1,250,000 toward a developer agreement RES 2020-0018. That development agreement has expired. The NEPDA has requested that \$625,000 remain with the City to provide a local grant match on the Wellesley project within the NEPDA. In addition, it is a staff's recommendation that the balance of \$625,000 be transferred to the NEPDA to use as a development incentive for ROW improvements and offsets (streets, utilities, stormwater, GFCs, impact fees, etc). The NEPDA will enter into agreements with development projects that follow Public Works rules regarding prevailing wages and project bidding.



**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 625,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 625,000	#	3200-49854-58700-54201-20802
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		abeck@spokanecity.org	
nzollinger@spokanecity.org		klouden@spokanecity.org	
cpitsnogle@spokanecity.org		kpicanco@spokanecity.org	

ORDINANCE NO C36684

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Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

Return to: Office of the City Clerk  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

City Clerk's OPR No. 2025 - 0358

## **INTERLOCAL AGREEMENT REGARDING FUNDING FOR INCENTIVIZING NORTHEAST PUBLIC DEVELOPMENT AUTHORITY PUBLIC IMPROVEMENTS**

**THIS AGREEMENT** is entered into between the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("CITY"), and the Northeast Public Development Authority ("NEPDA"), a public corporation created pursuant to RCW 35.21, RCW 39.34 Interlocal Agreement between the City of Spokane and Spokane County, OPR 2019-0928, and City Ordinance C35829, jointly hereinafter referred to as the "PARTIES."

WHEREAS, pursuant to RCW 35.21.745 and SMC 04.25.030, the NEPDA can, among other powers, acquire and manage real property, secure financing, utilize revenues to incentivize private development, undertake property construction and development and otherwise accomplish all purposes required for development and management of Projects; and

WHEREAS, public improvements such as creation or enhancement of infrastructure (i.e., roads, utility systems, etc.) and facilities for the benefit of the public (i.e., parks, etc.) serve the economic development purposes the NEPDA was created to achieve as set forth in ILA, OPR 2019-0928; and

WHEREAS, RCW 35.21.745 imposes responsibilities on local government to control and oversee the PDA's operation and funds in order to ensure the PDA is reasonably accomplishing its purpose and correct any deficiencies; and

WHEREAS, in addition to the NEPDA tax revenue source funding agreed to and outlined by City and County in ILA OPR 2019-0928, the City additionally periodically seeks to allocate and transfer funding from other City sources to NEPDA to incentivize public improvements associated with development projects; and

WHEREAS, the Parties seek to formalize a process to facilitate allocation and transfer of City funding and track funding for City accounting purposes, and to ensure funds are used for the incentivizing public improvement purposes articulated herein; and

WHEREAS, the PARTIES are entering into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act, RCW 39.34.

**NOW, THEREFORE,** for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

### **SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to set forth a process whereby City may allocate and transfer funding to the NEPDA for incentivizing public improvements associated with development projects, enhance tracking of such funds for City Accounting purposes, and ensure use of such funding for incentivizing public improvements purposes.

### **SECTION NO. 2: DURATION**

This Agreement shall become effective upon final execution by both parties and shall continue until the termination of the Agreement by: 1.) mutual agreement of the Parties; or 2.) upon insolvency or dissolution of the PDA per RCW 35.21.750.

### **SECTION NO. 3: RESPONSIBILITIES OF THE PARTIES**

#### **A. City.**

To the extent authorized by the City Council through the adoption of the annual budget or through the adoption of a special budget ordinance/s (SBO), the City shall transfer funding to the NEPDA to fund incentivization of public improvements associated with Development Projects. Such allocated funding is to be assigned to specific development agreements between NEPDA and the Development Projects.

#### **B. NEPDA.**

1. The NEPDA's use of funds must be dedicated to incentivizing the construction of public improvements.
2. The incentive must be specifically identified in a written agreement between the NEPDA and the Developer of the Project.
3. The Project public improvements must be both permitted by, and located within, the City of Spokane.
4. Exhibit A attached hereto provides example language that should be included in the agreement between the NEPDA and the Developer for the Development Project to address public works requirements such as prevailing wages, indemnification, insurance and bonding.
5. When the NEPDA enters into an agreement with a Development Project, NEPDA must notify City by providing the Project details and a copy of the agreement for the Development Project.

### **SECTION NO. 4: RCW 39.34 REQUIRED CLAUSES**

A. **PURPOSE:** See Section 1 above.

B. **DURATION:** See Section 2 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section 3 above.
- E. **AGREEMENT TO BE FILED:** The City shall file this Agreement with its City Clerk.
- F. **FINANCING:** See Responsibilities of Parties Section above.
- G. **TERMINATION:** See Section No. 2 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF,** the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: \_\_\_\_\_ CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

DATED: \_\_\_\_\_

NORTHEAST PUBLIC DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

Public Improvements. The Project will include the following public improvements within the public right-of-way (the “Improvements” or “Public Improvements”):

[Describe public improvements \_\_\_\_\_ insert project details from the staff report  
\_\_\_\_\_]

1. Construction of the Public Improvements. NEPDA shall cause the Public Improvements to be completed, in their entirety. The costs of the Improvements include but are not limited to costs of design, construction, permitting (which includes inspection and review fees from the City), insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. Neither the City of Spokane nor the NEPDA shall be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount set forth in Section 6 herein below.

(a) The Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW.

(b) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer’s behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. As a condition of the NEPDA’s liability for or payment of any amounts to Developer pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the NEPDA’s payment to Developer of any amounts under this Agreement, comply with the following: Developer and all contractors and 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 and each voucher claim submitted by a contractor or subcontractor 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 NEPDA. Upon completion of the Public Improvements, the contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician.

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/18/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

TODD 455-6470

**Requisition #****Contact E-Mail**

TWOODARD@SPOKANEAIRPORTS.N

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 - JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY PURCHASE

**Agenda Wording**

IN THE MATTER OF AUTHORIZING ) THE AIRPORT BOARD TO ) JOINT RESOLUTION PURCHASE PROPERTY  
IDENTIFIED AS ) SPOKANE COUNTY ASSESSOR ) PARCEL 14011.1411

**Summary (Background)**

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase property located on Spokane County Assessor Tax Parcel No. 14011.1411 comprising of approximately 1.62 acres of land located at 5410 S. Hayford Road in Spokane County, Washington. 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 and right of first refusal.

**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**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>			
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/18/2025

**Clerk's File #**

RES 2025-0032

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

TODD 455-6470

**Requisition #****Contact E-Mail**

TWOODARD@SPOKANEAIRPORTS.N

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 - JOINT RESOLUTION AUTHORIZING AIRPORT PROPERTY PURCHASE

**Agenda Wording**

IN THE MATTER OF AUTHORIZING ) THE AIRPORT BOARD TO ) JOINT RESOLUTION PURCHASE PROPERTY  
IDENTIFIED AS ) SPOKANE COUNTY ASSESSOR ) PARCEL 14011.1411 )

**Summary (Background)**

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N/A

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>			
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			



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
PURCHASE PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR	)	
PARCEL 14011.1411	)	

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 purchase of Spokane County Assessor Tax Parcel 14011.1411, residential property located generally at 5410 S. Hayford Road, in Spokane County ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of February 19, 2025, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, as amended by that certain First Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of April 21, 2025, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

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

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

**EXHIBIT A**

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF FEBRUARY 19, 2025,  
BY AND BETWEEN SPOKANE AIRPORT AND CAROLYN R. PARKER

**EXHIBIT B**

FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS,  
DATED AS OF APRIL 21, 2025,  
BY AND BETWEEN SPOKANE AIRPORT AND CAROLYN R. PARKER

**FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("First Amendment") is made to be effective as of April 21, 2025 ("First Amendment Date"), by and between CAROLYN R. PARKER, a single individual ("Seller") and 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, and/or its assigns ("Buyer").

Seller and Buyer entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated effective February 19, 2025 ("Agreement"), concerning certain real property described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement. Section 4.1 of the Agreement is hereby deleted and replaced with the following:

“4.1 Investigation Period. As used in this Agreement, the term “Investigation Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, on July 31, 2025, or upon earlier termination of this Agreement.”

2. Miscellaneous. All of the recitals in this First Amendment are hereby incorporated as agreements of the Parties. Capitalized terms that are used but not otherwise defined herein will have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this First Amendment and the Agreement, this First Amendment will control. Except as provided in Section 1 of this First Amendment, the terms and provisions of the Agreement remain unmodified and in full force and effect. This First Amendment 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.

*[Signature page follows.]*

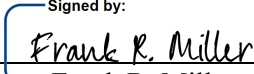
SIGNATURE PAGE TO  
FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS

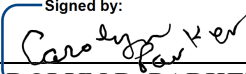
IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this First Amendment to be effective as of the First Amendment Date.

BUYER:

SELLER:

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

Signed by:   
By: \_\_\_\_\_  
Name: ~~Frank R. Miller~~  
Its: Interim Chief Executive Officer

Signed by:   
By: \_\_\_\_\_  
Name: CAROLYN R. PARKER  
Its: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 5FDF5DA9-6719-4EE9-82C0-652819F66EB6  
 Subject: Complete with Docusign: First Amendment to PSA - 5410 S Hayford [Parker].docx  
 Source Envelope:  
 Document Pages: 2  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Erin Hojnacki  
 717 W. Sprague Ave  
 Ste 1600  
 Spokane, WA 99201  
 ehohnacki@lukins.com  
 IP Address: 66.195.40.82

## Record Tracking

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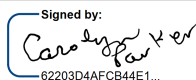
Holder: Erin Hojnacki  
 ehohnacki@lukins.com

Location: DocuSign

## Signer Events

Carolyn R. Parker  
 yamaha0593@gmail.com  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signed by:  
  
 62203D4AFCB44E1...

Signature Adoption: Drawn on Device  
 Using IP Address: 174.215.114.57  
 Signed using mobile

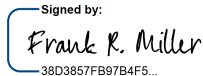
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 Signed: 4/18/2025 11:03:01 AM

## Electronic Record and Signature Disclosure:

Accepted: 4/17/2025 5:16:00 PM  
 ID: e776a127-aaf9-40af-905f-aa2327fb8107  
 Company Name: Lukins & Annis PS

Frank R. Miller  
 fmiller@spokaneairports.net  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 38D3857FB97B4F5...

Signature Adoption: Pre-selected Style  
 Using IP Address: 166.137.163.36  
 Signed using mobile

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 Resent: 4/21/2025 9:12:09 AM  
 Viewed: 4/21/2025 4:55:35 PM  
 Signed: 4/21/2025 4:55:43 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/21/2025 4:55:35 PM  
 ID: eee348b4-bb6c-4584-9bec-9e456af3916c  
 Company Name: Lukins & Annis PS

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Amy Anderson  
 aanderson@spokaneairports.net  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

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 Viewed: 4/17/2025 2:14:53 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
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Tyler J. Black tblack@lukins.com Attorney Lukins Annis PS Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/17/2025 1:16:10 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/21/2025 4:55:35 PM
Signing Complete	Security Checked	4/21/2025 4:55:43 PM
Completed	Security Checked	4/21/2025 4:55:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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From time to time, Lukins & Annis PS (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Lukins & Annis PS:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jromberg@lukins.com](mailto:jromberg@lukins.com)

#### **To advise Lukins & Annis PS of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jromberg@lukins.com](mailto:jromberg@lukins.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Lukins & Annis PS**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jromberg@lukins.com](mailto:jromberg@lukins.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Lukins & Annis PS**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [jromberg@lukins.com](mailto:jromberg@lukins.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Lukins & Annis PS as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Lukins & Annis PS during the course of your relationship with Lukins & Annis PS.

**FIRST AMENDMENT TO  
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AND ESCROW INSTRUCTIONS**

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*[Signature page follows.]*

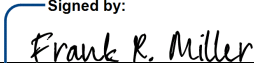
SIGNATURE PAGE TO  
FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS

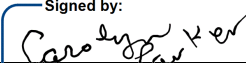
IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this First Amendment to be effective as of the First Amendment Date.

BUYER:

SELLER:

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

Signed by:   
By: \_\_\_\_\_  
Name: ~~Frank R. Miller~~  
Its: Interim Chief Executive Officer

Signed by:   
By: \_\_\_\_\_  
Name: CAROLYN R. PARKER  
Its: \_\_\_\_\_





# **Purchase and Sale Agreement for Land Acquisition**

**5410 S. Hayford Road**

**Parcel Number 14011.1411 – 1.62 Acre**





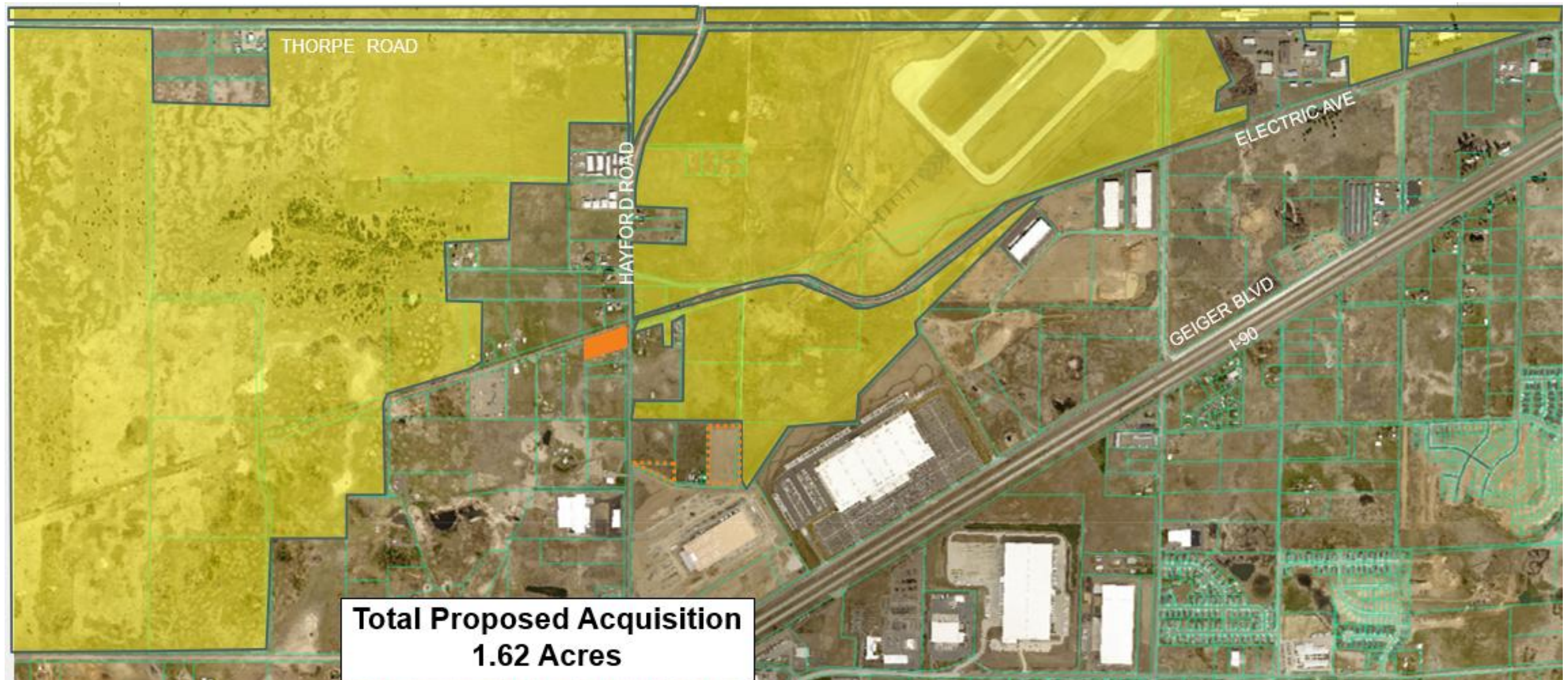
# Land Acquisition





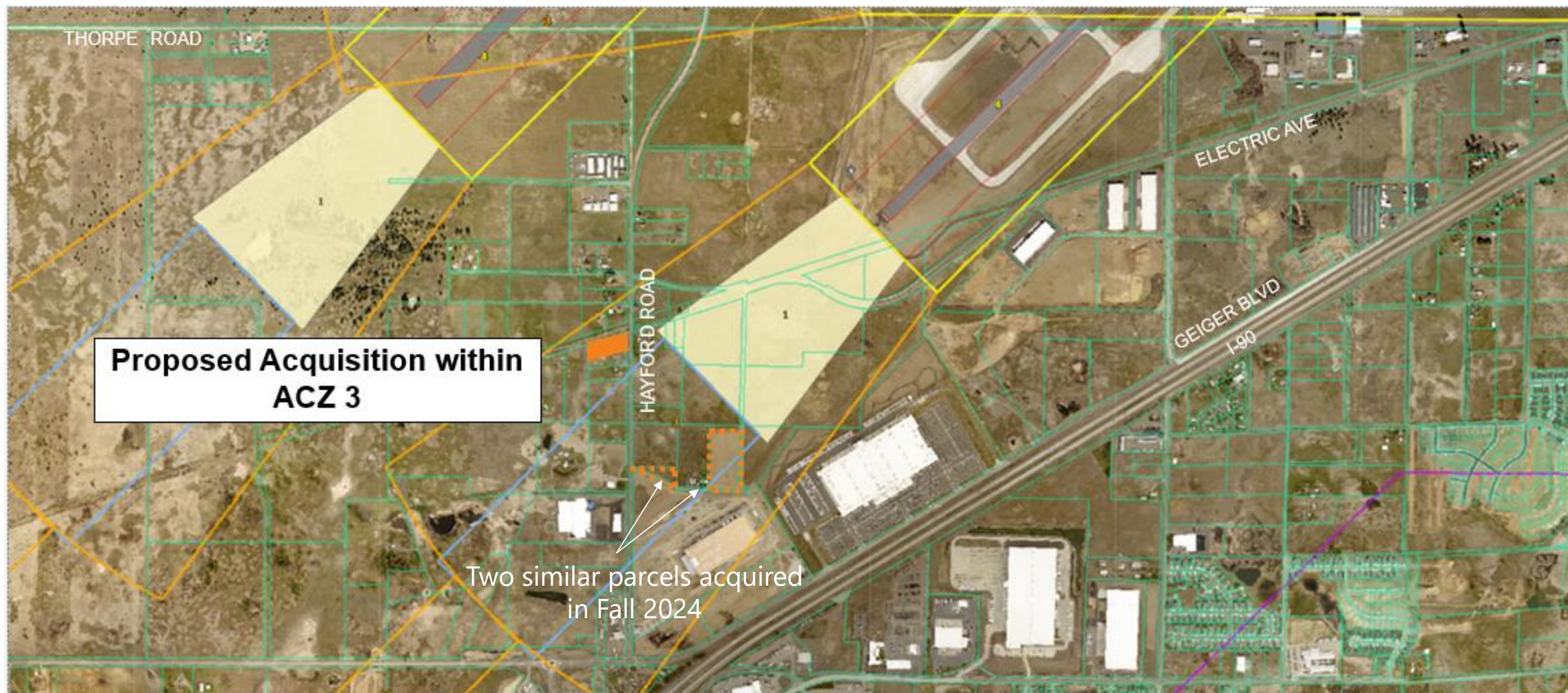


# Existing Airport Property



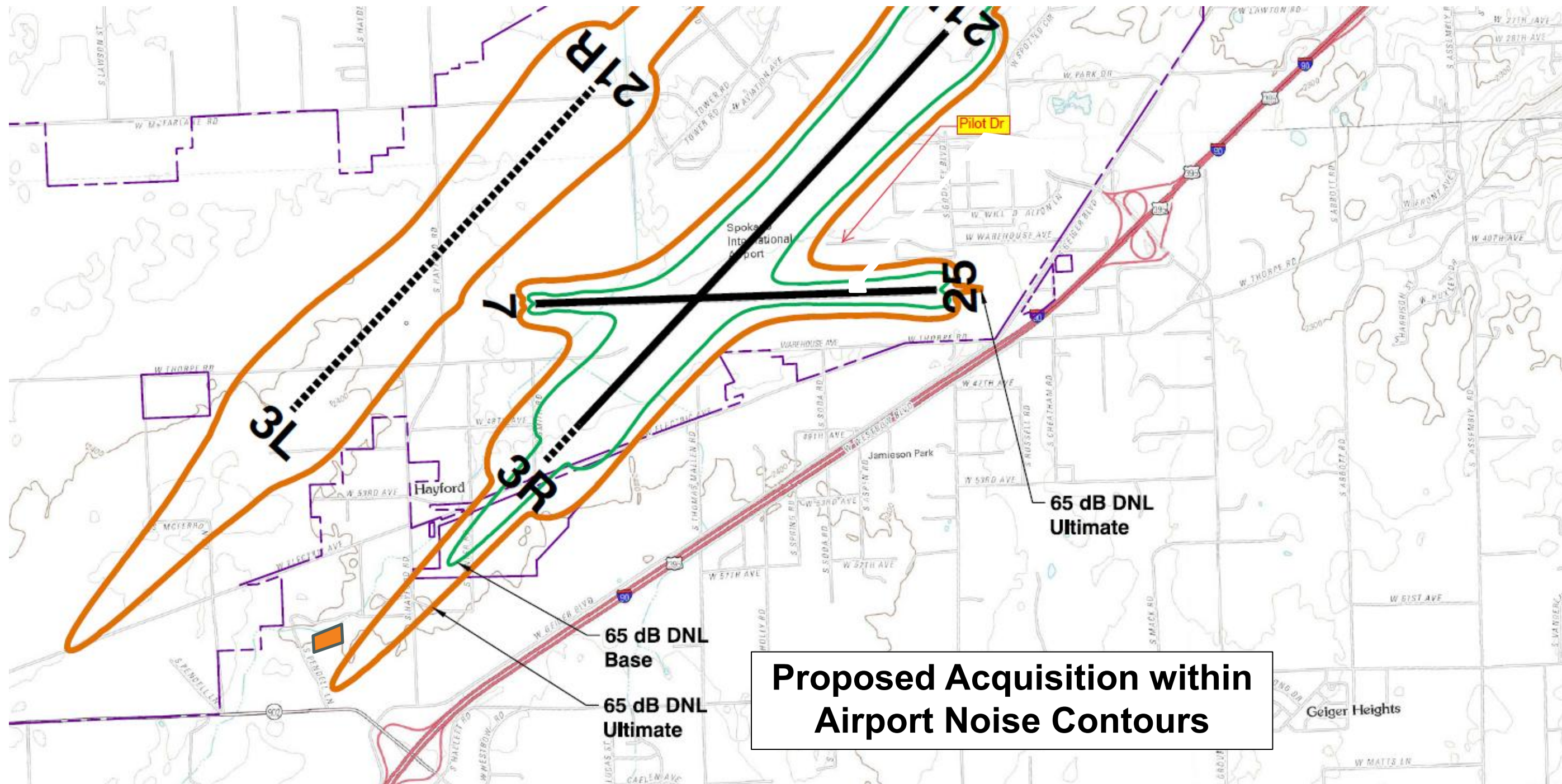


# Airport Compatibility Zones (ACZ)





# Airport Noise Contours





## A decorative horizontal line with a wavy, organic shape, colored in a vibrant green. It spans the width of the page and is positioned below the 'CONCLUSION' section.





## Land Acquisition Summary

Current Owner - Carolyn R. Parker

Location - 5410 S. Hayford Road

Existing Property - Residential

Parcel No. 14011.1411

Zoning - Light Industrial, ACZ-3

Land Area - 1.62 Acres or 70,567.2 SF

Valuation - \$282,500

# Appraisal



Ms. Amy Anderson  
Spokane International Airport Board  
Page 2

The sole intended use is to assist with purchase decisions. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

## Assumptions and Conditions of the Appraisal

The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report. The findings and conclusions are further contingent upon the following appraisal conditions, extraordinary assumptions, and/or hypothetical conditions, the use of which might have affected the assignment results:

### Extraordinary Assumptions

- None.

### Hypothetical Conditions

- None.

The conclusions presented in the following table are based on the analysis contained in the following report.

### Value Conclusion

Value Perspective and Premise	Current As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	April 18, 2024
<b>Value Conclusion</b>	<b>\$282,500</b>

Respectfully submitted,  
Valbridge Property Advisors | Inland Pacific Northwest

Julie Cope  
Appraiser Trainee  
State Registered Real Estate Appraiser Trainee  
Washington State License #22003203

Bruce C. Jolicoeur, MAI  
Senior Managing Director  
Certified General Real Estate Appraiser  
Washington State License #1100633



**Spokane International Airport**  
GEG – GENERATING ECONOMIC GROWTH

## Requested Action

Approve Joint Resolution authorizing the Purchase and Sale Agreement with Carolyn R. Parker for the acquisition of 1.62 Acres of real property located in Parcel Number 14011.1411 in the amount of \$282,500





**SPOKANE**  
INTERNATIONAL AIRPORT

Thank you



Spokane International Airport  
GEG – GENERATING ECONOMIC GROWTH

ORDINANCE NO C36678

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT A GRANT FROM DEPARTMENT OF ECOLOGY FOR INSTALLATION OF TEN LEVEL 2 CHARGING STATIONS.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Fleet Services Fund (equipment replacement) 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 Council of Spokane does ordain:

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

- 1) Increase revenue by \$100,000.
  - A) Of the increased revenue, \$100,000 is provided solely from Department of Ecology.
- 2) Increase appropriation by \$166,667.
  - A) Of the increased appropriation, \$166,667 is provided solely for other capital improvements.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from grant received from Department of Ecology for installation of ten Level 2 charging stations, 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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36685

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FINANCE, TREASURY &amp; ADMIN

**Bid #****Contact Name/Phone**

MATT BOSTON 625-6585

**Requisition #****Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5903 - FIRE CAPITAL SBO

**Agenda Wording**

Amending ordinance No. C36626, entitled in part, "An ordinance adopting a biennial budget for the city of Spokane", and amending it to transfer funding from facilities capital to fire capital for equipment purchases.

**Summary (Background)**

The purpose of this SBO is to transfer funds from the Facilities Capital fund to the Fire Capital fund to allow the Fire department to make equipment purchases.

**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**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 450,000	
Current Year Cost		\$ 450,000	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Transfer of funds from the Facilities Capital Fund to the Fire Capital Fund.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ -450,000	#	5904-79160-18300-54101-59011
Expense	\$ 450,000	#	5904-79160-97187-80101-99999
Revenue	\$ 450,000	#	5903-79125-99999-39787-99999
Expense	\$ 450,000	#	5903-79125-22200-53502-99999
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Reserves			
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			

ORDINANCE NO C36685

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO TRANSFER FUNDING FROM FACILITIES CAPITAL TO FIRE CAPITAL FOR EQUIPMENT PURCHASES.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Facilities Capital Fund and the Fire Capital Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

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

- 1) Decrease appropriation by \$450,000.
  - A) Of the decreased appropriation, \$450,000 is removed solely from professional services.
- 2) Increase appropriation by \$450,000.
  - A) Of the increased appropriation, \$450,000 is provided solely for an operating transfer-out to the Fire Capital Fund.

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

- 1) Increase revenue by \$450,000.
  - A) Of the increased revenue, \$450,000 is provided solely for an operating transfer-in from the Facilities Capital Fund.
- 2) Increase appropriation by \$450,000.
  - A) Of the increased appropriation, \$450,000 is provided solely for minor equipment.

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 transfer funding to Fire Capital for equipment purchases, 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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/23/2025

**Clerk's File #**

ORD C36683

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 625-6585

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

SMC CLEAN-UP

**Agenda Wording**

An ordinance correcting position titles in SMC Chapter 07.06; amending Sections 07.06.097 and 07.06.271 of the Spokane Municipal Code.

**Summary (Background)**

The purpose of this ordinance is around SMC clean-up relating to two different sections of SMC. One section regarding credit cards and the other section relating to the Spokane Employees' Retirement Systems (SERS) contracts.

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

Not applicable

**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?**

Not applicable

**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**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			



## ORDINANCE NO. C36683

An ordinance correcting position titles in SMC Chapter 07.06; amending Sections 07.06.097 and 07.06.271 of the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Section 07.06.097 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.06.097 Use of Credit Cards**

- A. The ~~((Director of Finance, Treasury and Administration))~~ Chief Financial Officer maintains a credit card account with a suitable financial institution.
- B. The ~~((Contracts and Purchasing Director))~~ Director of Accounting distributes cards to such employees as appropriate for their use in making small purchases.
- C. Should a charge be disallowed, the charging employee must pay the amount of any disallowed charge to the City immediately. Should the employee fail to timely pay, the City has a lien against any sums payable to the employee, including wages.
- D. Use of procurement cards is subject to such rules and regulations as detailed in the City's policies and procedures. A card may not be used for cash advances.

**Section 2.** That Section 07.06.271 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.06.271 Spokane Employees' Retirement System (SERS) Contracts**

- A. The ~~((director of the Spokane Employees' Retirement System (SERS)))~~ Director of Retirement is designated to execute in a representative capacity for the Mayor contracts approved by the ~~((for))~~ Spokane Employees Retirement System (SERS) and the ~~((retirement fund))~~ Employees' Retirement Fund.
- B. The ~~((director of SERS))~~ Director of Retirement is authorized to sign contracts authorized by the SERS board, provided that such contracts meet all the requirements of [SMC 4.14.070](#).
- C. The City Clerk shall attest such contracts.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**RESOLUTION 2025 – 000X**

A resolution approving the appointment of Heather Hamlin as the Director of the Office of Neighborhood Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Heather Hamlin as the Director of the Office of Neighborhood Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Heather Hamlin as the Director of the Office of Neighborhood Services for the City of Spokane.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## Committee Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	April 28, 2025
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel
<b>Contact Email &amp; Phone</b>	Adam McDaniel, 625-6779
<b>Council Sponsor(s)</b>	Dillon, Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	EMERGENCY INTERIM ORDINANCE RELATED TO OFF-PREMISE ALCOHOL SALES
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>An ordinance adopting an interim official control relating to off-premises alcohol outlets near public assets; a zoning code change to limit alcohol sales from certain areas.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	

#### Fiscal Impact

**Approved in current year budget?**    ☐ Yes    ☐ No    ☒ 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**    ☐ One-time    ☐ Recurring    ☒ 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**    ☐ One-time    ☐ Recurring    ☒ 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?

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?

- 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.

**F&A**

## **ORDINANCE NO. C-36680**

An ordinance adopting an interim official control relating to off-premises alcohol outlets near public assets; adopting a new chapter 17C.348 of the Spokane Municipal Code; setting a public hearing; and declaring an emergency.

**WHEREAS**, the City of Spokane is concerned about the number off-premises alcohol outlets seeking to locate near schools, community centers, parks, transit centers, treatment facilities, and early learning centers; and

**WHEREAS**, off-premises alcohol outlets have a significant effect on crime and the quality of life in neighborhoods; and

**WHEREAS**, research shows off-premises alcohol outlets are associated with violent crime including shootings, assaults, and robberies; and

**WHEREAS**, research also shows that the proliferation of off-premises alcohol outlets is associated with higher rates of drug overdose; and

**WHEREAS**, the United States Department of Health and Human Services has identified density of off-premises alcohol outlets in neighborhoods as a risk factor for youth and young adult substance abuse; and

**WHEREAS**, the Spokane City Council unanimously adopted Ordinance C36634 on February 3, 2025, establishing an alcohol impact area within the boundaries of the downtown police precinct; and

**WHEREAS**, the City of Spokane is in the voluntary compliance period and is required by WAC 314-12-215 make good-faith efforts, such as changing land use, to reduce illegal activity associated with liquor sales and to promote public health and safety; and

**WHEREAS**, the City of Spokane is in the process of updating its Comprehensive Plan by year 2026; and

**WHEREAS**, the Spokane City Council has identified an immediate need to protect and preserve public assets such as schools, parks, and community centers from the potential public health and public safety impacts of off-premises alcohol outlets; and

**WHEREAS**, the Spokane City Council intends to utilize the authority granted under

RCW 36.70A.390 to adopt interim zoning standards to protect and preserve public assets from the potential public health and public safety impacts of off-premises alcohol outlets; and

**WHEREAS**, pursuant to RCW 36.70A.390, the City Council may adopt an interim official control that may be effective for one year if a work plan is developed for related studies; and

**WHEREAS**, RCW 36.70A.390 authorizes the enactment of an interim official control without a hearing; and

**WHEREAS**, pursuant to RCW 36.70A.390, when the City Council adopts an interim official control without holding a public hearing on the proposed interim official control, it must hold a hearing on the adopted interim official control within at least sixty days of its adoption; and

**WHEREAS**, the Spokane City Council finds that the interim official control imposed by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

**WHEREAS**, the Spokane City Council finds that the application for and the acquisition of businesses offering alcohol for sale for off-premise consumption is increasing, and creating a dangerous situation that is sudden, unexpected, and requires immediate action to prevent or mitigate the threat to public health and safety; and

**WHEREAS**, the normal course of legislative procedures of the Spokane City Council cannot timely address the threat without the threat of applications and nonconforming uses vesting under the existing code, thereby causing or exacerbating harm to the community or government functions;

**NOW,        THEREFORE,**        the        City        of        Spokane        does        ordain:

**Section 1. Findings of Fact.** The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council may, in its discretion, adopt additional findings after public hearing referenced in Section 5 below.

**Section 2. Purpose.** The purpose of this interim official control is to prohibit the siting of off-premises alcohol outlets within 500 feet of the property line of any public school, private school, property hosting ECEAP or Head Start early learning programs, community center, library, or park.

**Section 3. Duration of Interim Official Control.** The interim official control imposed by this Ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this Ordinance. During this period, the City will evaluate how to make these standards permanent pursuant to the City's public notice and participation process set forth in SMC 17G.025.

**Section 4. Work Plan.** Pursuant to RCW 36.70A.390, a work plan related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, as well as consideration of off-premises alcohol outlets during the update to the City's Comprehensive Plan.

**Section 5. Public Hearing.** Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim official control on June 16, 2025. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim official control.

**Section 6.** That there is adopted a new Chapter 17C.348 of the Spokane Municipal Code to read as follows:

Chapter 17C.348     Zoning Standards for Off-Premises Alcohol Outlets

17C.348.010         Purpose

17C.348.020         Definitions

17C.348.030         Zoning Standards for Off-Premises Alcohol Outlets

## **Chapter 17C.348 Zoning Standards for Off-Premises Alcohol Outlets**

### **Section 17C.348.010 Purpose**

This chapter provides zoning standards for off-premises alcohol outlets.

### **Section 17C.348.020 Definitions**

- A. "Community Center" means a publicly-owned property or non-profit facility where community members gather to socialize, participate in recreational or educational activities, learn, and/or seek counseling or support services. Community centers house a variety of programs and can be open to everyone in a community or only to a particular group, such as youth or seniors.
- B. "Grocery establishment" means a retail store in this state that is over 15,000 square feet in size and that sells primarily household foodstuffs for off-site consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products,



canned foods, dry foods, beverages, baked foods, or prepared foods, and where the sale of household supplies or other products is secondary to the primary purpose of food sales.

- C. "Hotel" means buildings, structures, and grounds, having facilities for preparing, cooking, and serving food, that are kept, used, maintained, advertised, or held out to the public to be a place where food is served and sleeping accommodations are offered for pay to transient guests, in which twenty or more rooms are used for the sleeping accommodation of such transient guests. All hotel buildings, structures, and grounds must be located on adjacent property either owned or leased by the same person or persons.
- D. "Library" means the Spokane Public Library, as established under Chapter 6.06 of the Spokane Municipal Code, and all locations operated by the Spokane Public Library. It does not include Spokane Public Library kiosk locations.
- E. "Liquor" in this chapter shall mean the same as "liquor" defined in RCW 66.04.010.
- F. "Off-premises alcohol outlet" means a business that sells liquor intended to be consumed away from the point of sale. It does not include a grocery establishment, hotel, pharmacy, supermarket, or tavern.
- G. "Parks" means and includes all City parks, public squares, park drives, parkways, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, natural areas and any conservation land under the control of the park board.
- H. "Pharmacy" means every place properly licensed by the Pharmacy Quality Assurance Commission where the practice of pharmacy is conducted as defined by RCW 18.64.011(32).
- I. "Public or Private School" means any tax-supported elementary or secondary school or private school meeting the requirements of RCW 28A, and includes any facility hosting an Early Childhood Education Assistance Program or Head Start.
- J. "Supermarket", as designated by the North American Industry Classification System, means a business where the primary business activity is retailing a general line of food, such as canned and frozen foods; fresh fruits and vegetables; and fresh and prepared meats, fish, and poultry. It does not include Convenience Retailers or Gasoline Stations with Convenience Stores as defined by the North American Industry Classification System.

- K. "Tavern" means any establishment, with special space and accommodation for sale by the glass and for consumption on the premises, of beer or other fermented beverages.
- L. "Transit center" means a facility where multiple buses or trains can stop simultaneously.

### **Section 17C.34.030 Regulations for Off-Premises Alcohol Outlets**

- A. An off-premises alcohol outlet shall not be located within five hundred feet of the property line of any public school, private school, community center, library, treatment facility, or park. The owner or operator of an off-premises alcohol outlet shall be responsible for demonstrating that the proposed location is not within five hundred feet of the property line of a public school, private school, community center, library, transit center, treatment facility, or park.
- B. The measurement of the separation distance shall be measured as the shortest straight-line distance from the property line of any public school, private school, community center, library, transit center, treatment facility, or park to the property line of the off-premises alcohol outlet.
- C. Nothing in this chapter shall prohibit a person or entity from assuming ownership or operation of an existing off-premises alcohol outlet within the restricted area; provided, the person or entity assumes and maintains the necessary off-premises liquor license required by the Washington State Liquor and Cannabis Board and; provided further, said premises shall not be moved any closer to any public school, private school, community center, library, transit center, treatment facility, or park. Nonconforming off-premises alcohol outlets shall be subject to the provisions of SMC Chapter 17C.210 Nonconforming Situations.
- D. These zoning standards do not apply to grocery establishments, hotels, pharmacies, supermarkets, or taverns as defined in SMC 17C.348.020.

**Section 7. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 8. 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 9. Emergency Clause.** 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 one more than a majority 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

### Finance & Administration Committee

<b>Committee Date</b>	April 28, 2025
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	CM Paul Dillon
<b>Contact Email &amp; Phone</b>	pdillon@spokanecity.org
<b>Council Sponsor(s)</b>	Dillon, Wilkerson, Navarrete
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: 10
<b>Agenda Item Name</b>	Virtual Currency Kiosk Prohibition for a Safer Spokane
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	This ordinance prohibits virtual currency kiosks from being or doing business in the City of Spokane. Spokane has seen a significant number of increase in scams arising from the use of cryptocurrency kiosks, and there has been a steady increase in victims losing thousands of dollars. This ordinance provides for a method of protecting consumers.

**Fiscal Impact**

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

Total Cost: [Click or tap here to enter text.](#)

Current year cost: 0

Subsequent year(s) cost: 0

**Narrative:** There is no identified costs as a result of this ordinance.

**Funding Source**     ☐ One-time     ☐ Recurring     ☒ 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**     ☐ One-time     ☐ Recurring     ☒ 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?  
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.

This ordinance will be introduced to the Finance and Administration Committee.

## ORDINANCE NO \_\_\_\_\_

An ordinance titled “Virtual Currency Kiosk Prohibition for a Safer Spokane,” relating to the elimination of Virtual Currency Kiosks within the City of Spokane; and adopting a new Chapter 10.90 to Title 10 of the Spokane Municipal Code.

**WHEREAS**, the FBI reports that complaints of cryptocurrency fraud in the United States are the highest of any country in the world; and

**WHEREAS**, the Spokane Police Department has been leading outreach and regulatory efforts, reporting several scams daily which resulted in three suicides that have been associated with victims losing lifesavings; and

**WHEREAS**, virtual currency kiosks are similar in appearance to ATM's, and are typically found in convenience stores, but do not dispense cash, and instead, allow consumers to sell and purchase cryptocurrency through virtual transactions; and

**WHEREAS**, virtual currency kiosks are a significant instrument in financial fraud and scams, and the Federal Bureau of Investigation (FBI) reported in 2023 there were nearly \$5.6 billion in losses due to virtual currency kiosk aided scams in the United States, and \$141,756,936 losses in Washington alone; and

**WHEREAS**, in 2023 reports of imposter scams in Washington State to the Federal Trade Commission were the highest rate per million in population than any other state reporting imposter scams; and

**WHEREAS**, cryptocurrency currently offers criminals a path to exploitation because it is decentralized and distributed, which offers a secure method for value transfers; and cryptocurrencies eliminate the need for financial intermediaries to validate and facilitate transactions, which means criminals can exploit victims through theft, fraud and money laundering and drug trafficking with limited tracking; and

**WHEREAS**, virtual currency kiosk transactions move quickly, and can occur anywhere and, because of the speed of the transaction, the majority of such transactions are irrevocable; and

**WHEREAS**, cryptocurrency transactions are recorded through ledgers called blockchains, and in some cases law enforcement are able to trace cryptocurrency transactions and “follow the money”; however, many of the “scams” or nefarious transactions transfer funds to destinations overseas, and U.S. law enforcement may encounter significant challenges in other jurisdictions; and

**WHEREAS**, the City of Spokane has limited ability under state and federal laws to regulate cryptocurrency transactions, but can regulate the placement and use of physical kiosks within the City of Spokane that are used to facilitate cryptocurrency transactions; and

**WHEREAS**, the Spokane City Council has determined that an ordinance prohibiting virtual currency kiosks within the City is necessary and appropriate to preserve public morality, health, peace and good order within city limits;

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** There is enacted a new chapter 10.90 to Title 10 of the Spokane Municipal Code to read as follows:

Division VIII. Virtual Currency

Chapter 10.90	Virtual Currency Kiosks
SMC 10.90.010	Scope and Purpose
SMC 10.90.020	Authority
SMC 10.90.030	Definitions
SMC 10.90.040	Virtual Currency Kiosks Prohibited
SMC 10.90.050	Exceptions
SMC 10.90.060	Penalty

**10.90.010 Scope and Purpose**

Virtual Currency Kiosks are frequently used by criminals to manipulate, intimidate, and threaten victims into using those kiosks to send cash. Without stronger federal, state or local regulations, there is no way to stop criminals from using virtual currency kiosks to victimize members of the community. This chapter prohibits the placement and use of virtual currency kiosks within the city as necessary and appropriate to prevent dangers to public health and safety, and to preserve public morality, health, peace and good order within city limits.

**10.90.020 Authority**

Pursuant to Washington State statute, RCW 35.22.280 (35), the City of Spokane has the authority to make regulations necessary for the preservation of public morality, health, peace, and good order within its limits.

**10.90.030 Definitions**

The following words, terms, and phrases, when used in this section, shall have the meaning ascribed to them in this subsection, except where the definitions in the RCW indicate a different meaning.

- A. "Virtual Currency" means a digital representation of value used as a medium of exchange, a unit of account, or a store of value, but does not have legal tender status as recognized by the United States Government.
- B. "Virtual Currency Kiosk" means an electronic terminal acting as a mechanical agent of the Virtual Currency Kiosk Operator, enabling the exchange of Virtual Currency for money, bank credit, or other virtual currency.
- C. "Virtual Currency Kiosk Operator" means a person or entity that:
  - 1. knowingly permits the use of a virtual currency kiosk on property owned, leased or controlled by the person or entity;
  - 2. operates a Virtual Currency Kiosk within the city limits; or
  - 3. owns a Virtual Currency Kiosk that is either located or operated within city limits.

#### **10.90.040 Virtual Currency Kiosks Prohibited**

It shall be unlawful for anyone to host, allow, operate, permit, locate or place a Virtual Currency Kiosk within the City of Spokane. All Virtual Currency Kiosks existing in the City as of the Effective Date of this Ordinance must be removed within 60 days after the Effective Date.

#### **10.90.050 Exceptions**

Nothing in this Chapter shall be construed to regulate or restrict a transfer of Virtual Currency. This Section does not apply to any Virtual Currency Transfers that are conducted without the use of a Virtual Currency Kiosk and does not intend to interfere with other types and methods of Virtual Currency Transfers.

#### **10.90.060 Penalty**

Violations of this section may result in a class 1 civil infraction issued to the Virtual Currency Kiosk Operator. In addition, the City of Spokane may cancel or revoke the business license or registration of any Virtual Currency Kiosk Operator in violation of this chapter.

**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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/18/2025

**Clerk's File #**

ORD C36679

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY COUNCIL

**Bid #****Contact Name/Phone**

MICHAEL 625-6257

**Requisition #****Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

MCATHCART JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320-ORDINANCE REINSTATING PROPOSITION 1

**Agenda Wording**

Ordinance reinstating the provisions of Proposition 1

**Summary (Background)**

Proposition 1, expanding the prohibitions on camping on public property to within 1000 feet of schools, parks, and child care centers, was adopted by the voters in 2023, receiving nearly 75% of the votes cast. Proposition 1 was recently overturned by the Washington Supreme Court in Jewels Helping Hands v. Hansen, which held the citizen initiative measure was an improper adoption of an "administrative" matter and not a proper subject for an initiative. The City Council is not limited by the court's holding, and this ordinance would reinstate the provisions of Proposition 1.

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

Unclear. Spokane police indicated in the past that it did have, or use, resources to enforce Proposition 1, and the actual number of citations based on the provisions of Proposition 1 is still being assessed.

**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?**

See above. It is not known what data is publicly available.

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

See above. It is not known what data is publicly available.

**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 ordinance reinstates a provision of SMC 12.02.1010 that was approved by 75% of the voters.

**Council Subcommittee Review**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
The City Council adopted a biennial budget that includes appropriations for general enforcement of City laws by relevant departments.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		N/A	
<b><u>Funding Source Type</u></b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b><u>Expense Occurrence</u></b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>			
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			
<b><u>Distribution List</u></b>			

## ORDINANCE NO. C36679

An ordinance relating to the prohibition of encampments and amending Article VI, Section 12.02.1010 of the Spokane Municipal Code.

**WHEREAS**, protecting the health, safety and lives of its residents is the primary purpose of city government; and

**WHEREAS**, properties with a higher propensity for children's activities are intended for the safe and sanitary condition for individuals and families to gather, move freely and safely about, and engage in diverse activities all of which are inconsistent with a campground and camping activity the adverse impacts of which include, but are not limited to unsanitary and/or unsafe conditions (i.e., human and food waste, drug paraphernalia, general litter, fire hazards, etc.); and

**WHEREAS**, the 2018 decision by the U.S. Court of Appeals for the Ninth Circuit, *Martin v. City of Boise*, previously limited the City's ability to fully enforce local anti-camping laws unless adequate low-barrier shelter space was available, thereby placing undue pressure on the city's public spaces and resources and further endangering the general welfare of both housed and unhoused citizens; and

**WHEREAS**, on June 26, 2024, the Supreme Court of the United States issued its ruling in *City of Grants Pass v. Johnson*, holding that local government ordinances with civil and criminal penalties for camping on public land do not constitute cruel and unusual punishment of homeless people; and

**WHEREAS**, since the holding in *Martin v. Boise*, Spokane voters were asked to consider Proposition 1 in 2023 , a citizen-led initiative for the expansion and enforcement of local laws prohibiting unauthorized camping and sit-and-lie violations: and

**WHEREAS**, Spokane voters overwhelmingly approved Proposition 1 , and the measure was passed by voters with a certified percentage of 74.66% "yes" votes; and

**WHEREAS**, 52,253 individual Spokane voters supported the terms of Proposition 1, which prohibited encampments on any public property or within 1,000 feet from the perimeter of a park, childcare facility, or a public or private school; and

**WHEREAS**, even before its appearance on the ballot, Proposition 1 was subjected to a legal challenge by Jewels Helping Hands and former Council President Ben Stuckart, who asserted that Proposition 1 was an unlawful exercise of local initiative power, and

**WHEREAS**, the Spokane Hearing, the Spokane County Superior Court, and the Washington Court of Appeals all held that Proposition 1 was a lawful exercise of the citizen initiative process under Section 81 of the Spokane City Charter; and

**WHEREAS**, Jewels Helping Hands and Mr. Stuckart appealed the Court of Appeals decision, and on April 17, 2025, in *Jewels Helping Hands v. Hansen*, the Washington Supreme Court struck down Proposition 1 as an impermissible “administrative” measure, rendering unenforceable that portion of Section 12.01.1010 of the Spokane Municipal Code that was enacted via Proposition 1; and

**WHEREAS**, the City Council desires to reinstate that portion of Section 12.02.1010 rendered unenforceable by *Jewels Helping Hands v. Hansen*;

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Section 12.02.1010 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.1010 Unauthorized Camping on Public Property – Violation

A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
  - a. a substantial danger to any person,
  - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
  - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and

camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:

- a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in Exhibit A; and
- b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
- c. In public within one thousand (1,000) feet of the perimeter of (i) the grounds of a park, as defined in Section 12.06A.030 SMC; (ii) a day care center or child care facility, as defined in RCW 35.63.170; or (iii) a public or private school, as defined in RCW 28A.150.010 and RCW 28A.195.010.

#### B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

#### C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
  - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that

a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.

b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:

- i. whether a shelter has available space for sleeping,
- ii. the number of available spaces, and
- iii. the guests each shelter will accept (i.e. men, women, families with children, etc.)

2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability.

**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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/18/2025

**Clerk's File #**

OPR 2015-0314

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FIRE

**Bid #****Contact Name/Phone**

JULIE O'BERG (509)435-7001

**Requisition #****Contact E-Mail**

JOBERG@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE

PDILLON

BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

1970 - FIRE – AMBULANCE TRANSPORT CONTRACT AMENDMENT

**Agenda Wording**

Request to approve a two-year extension of the City's existing ambulance transport contract with American Medical Response (AMR) to ensure continued delivery of emergency medical services. Contract extension will be June 1, 2025 - May 31, 2027.

**Summary (Background)**

The Spokane Fire Department requests approval to extend the current contract with American Medical Response for an additional two years. This contract governs the provision of emergency ambulance transport services throughout the City of Spokane. The extension will provide stability in EMS delivery while the City continues evaluating long-term service models and system needs. Extending the contract ensures uninterrupted care, compliance with response time and performance standards, and sustained coordination with regional healthcare partners.

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

Continued ambulance service ensures equitable EMS access across Spokane, including historically underserved and lower-income areas.

**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 Fire Department collects and analyzes de-identified, aggregate data related to call volume and service outcomes to evaluate performance and equity across Spokane neighborhoods. Where available and legally permissible, demographic indicators such as race, ethnicity, gender identity, income level, and disability status are used to identify potential disparities in EMS access or outcomes. All data handling complies with HIPAA and applicable state privacy laws, ensuring that patient confidentiality is protected throughout the review and reporting process.

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

Contract performance is monitored through metrics such as response times, service availability, and patient satisfaction, reported regularly through EMS oversight.

**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 proposal supports the City's public safety priorities and ensures consistent emergency medical services aligned with Spokane's health equity and response readiness goals.

**Council Subcommittee Review**

This proposal was presented at the 3.31.2025 PSCH Committee. Summary as follows: Renewing the contract provides Spokane with a stable approach to ambulance service continuity. It allows the city to maintain service reliability while continuing to refine and evaluate improvements before committing to a full RFP process. By refining response time strategies, and incorporating modern EMS solutions like Nurse Navigation, Spokane Fire will ensure a resilient and efficient emergency medical transportation system.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Two-year contract extension with AMR for 911 ambulance transport services to maintain uninterrupted EMS response and service continuity.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 770,000 (est)	#	1970-35310-99999-34221-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Revenue: June 2025-May 2026 \$384,510.30      June 2026-May 2027 \$384,510.30 + CPI%			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	REDING, RYAN	<b><u>PS EXEC REVIEW</u></b>	YATES, MAGGIE
<b><u>Division Director</u></b>	O'BERG, JULIE		
<b><u>Accounting Manager</u></b>	SCHMITT, KEVIN		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Paul Priest (Signer) paul.priest@gmr.net		Julie O'Berg joberg@spokanecity.org	
Anne Raven araven@spokanecity.org		Fire Accounting fireaccounting@spokanecity.org	
Kevin Schmitt kschmitt@spokanecity.org			



**CITY OF SPOKANE**  
**FIRE DEPARTMENT**

**CONTRACT AMENDMENT/EXTENSION**

Title: **AMBULANCE SERVICES**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**, whose address is 915 West Sharp Avenue, Spokane, Washington 99201, as ("AMR"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the AMR agreed to provide Advanced Life Support (ALS – Paramedic) and Basic Life Support (BLS) Ambulance Services at the Request of Spokane Regional Communications Center (SREC) on Behalf of the Fire Department Twenty-Four (24) Hours Daily, Seven (7) Days Per Week for the City; and

WHEREAS, the parties agree to collaborate to identify mutually agreeable strategies that result in efficient and cost effective innovations that meet the changing EMS environment; and

WHEREAS, SFD Behavioral Response Unit (BRU) may request transport for direct admit to alternate destinations for behavioral health and/or substance use disorders; and

WHEREAS, a change to AMR's rates has been requested, and additional time is needed, and 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 Contract, dated May 1, 2015 and May 18, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment/Extension shall become effective on June 1, 2025 and shall run through May 31, 2027.

**3. AMENDMENT.**

The original Contract is revised to include the rates for 2025 and 2026 as set forth in the April 10, 2025 letter attached hereto.

**4. COMPENSATION.**

The City shall pay no additional compensation for everything furnished and done under this Contract Amendment/Extension; thus, this is considered a “no-cost” Contract Amendment/Extension.

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.

**AMERICAN MEDICAL RESPONSE  
AMBULANCE SERVICE, INC.**

**CITY OF SPOKANE FIRE DEPARTMENT**

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

**Attachment**  
AMR April 10, 2025 Rates

25-084

04/10/2025

Chief Julie O'Berg

Spokane Fire Department

1608 N Rebecca St

Spokane, WA 99217

Chief O'Berg,

Please accept this as American Medical Response's official request for annual increase in rates for the services provided as detailed in our current contract (City Clerk's No 2015-0314).

In accordance with Article III, Section 3, Subsection B of the contract, a recent assessment of the payer mix in the City of Spokane necessitates our request for a rate increase effective June 1, 2025. The 2025 proposed rates and 2026 estimated rates will be adjusted as follows:

- Effective June 1, 2025, ALS/BLS base rate will increase to \$4795.28
  - Estimated June 1, 2026, ALS/BLS base rate - \$5,274.81
    - (Estimate largely based on labor negotiations to be completed June 2026)
- Effective June 1, 2025, ALS/BLS mileage will increase to \$47.72
  - Estimated June 1, 2026, ALS/BLS mileage rate - \$52.49
    - (Estimate largely based on labor negotiations to be completed June 2026)

Please let me know if I can provide any other details on this matter. Thank you for your continued partnership as we work together to serve the citizens of Spokane.

Respectfully,

*Paul C. Priest*

Paul Priest, Associate Vice President of Operations

American Medical Response – Pacific Region

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/23/2025

**Clerk's File #**

OPR 2023-0079

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FINANCE, TREASURY &amp; ADMIN

**Bid #****Contact Name/Phone**

CONNER 625-6091

**Requisition #****Contact E-Mail**

WTHORNE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0410 OUTSIDE COUNSEL BOND COUNSEL SERVICES

**Agenda Wording**

Amendment to add funds to pay for increased volume of services.

**Summary (Background)**

Kutak Rock provides comprehensive bond counsel services, specializing in public finance for government entities. They serve as bond counsel for the City of Spokane, providing their assistance and expertise in planning and coordinating the City's internal and external debt.



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

N/A This contract provides services for City internal and external debt.

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

N/A This contract provides services for City internal and external debt.

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

N/A This contract provides services for City internal and external debt.

**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 This contract provides services for City internal and external debt.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 30,000	
Current Year Cost		\$ 30,000	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
This cost ensures the City is in compliance with the debt it issues. It provides the legal oversight and expertise needed to ensure our debt is executed correctly.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 30,000	#	0020-88100-18900-54105-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Funding only through end of contract term - 12/31/2025			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
None			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	STRATTON, JESSICA		
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
Tanya Lawless tanya.lawless@kutakrock.com		wthorne@spokanecity.org	
mboston@spokanecity.org		laga@spokanecity.org	



**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 KUTAK ROCK LLP, whose address is 510 West Riverside Avenue, Suite 800, Spokane Wa 99201, as ("Firm"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to ACT AS OUTSIDE COUNSEL PROVIDING BOND COUNSEL SERVICES AND ADVICE TO THE CITY CONSISTENT WITH APPLICABLE LAWS; and

WHEREAS, the City has determined the volume of work required has increased for the current term and therefore needs to add funds to the existing contract;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated January 25, 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 May 1, 2025.

3. **AMENDMENT.** Section of the contract documents is amended to read as follows:

No language amendments.

4. **COMPENSATION.** The City shall pay Firm a maximum amount not to exceed THIRTY THOUSAND AND NO/100 DOLLARS, (\$30,000.00), and applicable tax, for everything furnished and done under this Contract Amendment.

KUTAK ROCK LLP	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Amendment:

2025 Fee Schedule



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2024

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).

<b>PRODUCER</b> FNIC P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> Patt Pierce	<b>FAX (A/C, No):</b>
	<b>PHONE (A/C, No, Ext):</b> 402-861-7029	
<b>INSURED</b> Kutak Rock LLP 1650 Farnam St Omaha NE 68102-2186	<b>E-MAIL ADDRESS:</b> patt.pierce@fnicgroup.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Property Casualty of America	<b>NAIC #</b> 25674
	<b>INSURER B:</b> Charter Oak Fire Insurance Co.	25615
	<b>INSURER C:</b> The Phoenix Insurance Co	25623
	<b>INSURER D:</b> Travelers Indemnity Company of America	25666
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 886819702**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6309257N149	9/20/2024	9/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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			BA5N857686	9/20/2024	9/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP8J567763	9/20/2024	9/20/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	UB5J681290	9/20/2024	9/20/2025	<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

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

City of Spokane, its officers, employees and agents shall be named as additional insured with respects to the General Liability arising out of the activities performed by the insured as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
808 West Spokane Falls Boulevard  
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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## &lt; Business Lookup

## License Information:

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

**Entity name:** KUTAK ROCK LLP

**Business name:** KUTAK ROCK LLP

**Entity type:** Limited Liability Partnership

**UBI #:** 603-428-093

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 510 W RIVERSIDE AVE  
STE 800  
SPOKANE WA 99201-0506

**Mailing address:** 1650 FARNAM ST  
OMAHA NE 68102-2104

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

**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Aug-31-2025	Aug-21-2014

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
JACKLER, HILARY	
PETR, JOHN	

The Business Lookup information is updated nightly. Search date and time: 4/23/2025 12:47:50 PM



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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/21/2025

**Clerk's File #**

OPR 2025-0355

**Cross Ref #**

OPR 2020-0467

**Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

INFORMATION TECHNOLOGY

**Bid #****Contact Name/Phone**

CYLAS X6494

**Requisition #**

CR27478

**Contact E-Mail**

CENGELAND@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5300 - STRUCTURED - NETAPP AFF-A20HA STORAGE UPGRADE

**Agenda Wording**

Contract with Structured for NetApp AFF-A20HA Storage upgrade to replace current NetApp Appliance for City data storage. Cost \$64,095.22 with tax.

**Summary (Background)**

NetApp is the Enterprise NAS appliance (Network Attached Storage) for all city departments. All data, documents, etc. are stored in this NAS for every individual departments file share (or H: drive) Our current NetApp Appliance for City data storage is End Of Life the beginning of next year and needs to be replaced.



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

NA, hardware replacement

**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, hardware replacement

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

NA, hardware replacement

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

NA, hardware replacement

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 64,095.22	
Current Year Cost		\$ 64,095.22	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 64,095.22	#	5310-73100-94180-56409
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
NA			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
NA			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	MARTINEZ, LAZ	<b><u>PURCHASING</u></b>	WAHL, CONNIE
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
Craig Schurter - cschurter@structured.com		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses			



**CITY OF SPOKANE**

**CONTRACT**

**Title: NetApp AFF-A20HA Storage upgrade**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **STRUCTURED COMMUNICATION SYSTEMS, INC.**, whose address is 9200 SE Sunnybrook Boulevard, Suite 300, Clackamas, OR 97015-5765, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected from GSA Contract No. GS-35-0349S.

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide NetApp AFF-A20HA Storage upgrade, in accordance with the Company Quote Number 202406-102579, attached as Attachment B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin May 1, 2025 and shall run through April 30, 2026, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **FIFTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-NINE AND 06/100 DOLLARS (\$58,749.06)**, plus applicable tax, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to City of Spokane Innovation and Technology Services Division, 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 Contractor'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. 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.

11. INSURANCE. During the period of the Agreement, the Company 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, 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 Company's services to be provided under this Agreement.

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the

insurance coverage(s) without 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.

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. CITY OF SPOKANE BUSINESS LICENSE. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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.

**STRUCTURED COMMUNICATION  
SYSTEMS, 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:

Attachment A – Certificate Regarding Debarment

Attachment B – Company Quote Number 202406-102579

25-089a

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

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

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

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

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

**ATTACHMENT B**



## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** STRUCTURED COMMUNICATION SYSTEMS, INC.**Business name:** STRUCTURED COMMUNICATION SYSTEMS INC**Entity type:** [Profit Corporation](#)**UBI #:** 601-478-854**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 9200 SE SUNNYBROOK BLVD  
STE 300  
CLACKAMAS OR 97015-5765**Mailing address:** 9200 SE SUNNYBROOK BLVD  
STE 300  
CLACKAMAS OR 97015-5765**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Bainbridge Island General Business - Non-Resident</a>				Active	Dec-31-2025	Feb-12-2020
<a href="#">Castle Rock General Business - Non-Resident</a>	888.0			Active	Dec-31-2025	May-08-2019
<a href="#">Spokane General Business - Non-Resident</a>	T12088451BUS			Active	Dec-31-2025	Oct-15-2012

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
FOWLER, RONALD	

## Registered Trade Names

Registered trade names	Status	First issued
STRUCTURED COMMUNICATION SYSTEMS, INC.	Active	Jan-25-2008

[View Additional Locations](#)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2025

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).

<b>PRODUCER</b> (OR) Heffernan Insurance Brokers 5100 S Macadam Ave., Suite 440 Portland OR 97239		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 503-226-1320 <b>FAX (A/C, No):</b> 503-226-1478 <b>E-MAIL ADDRESS:</b>	
License#: 0564249 STRUCOM-01		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Structured Communication Systems, Inc. 9200 SE Sunnybrook Blvd., Ste 300 Clackamas OR 97015		<b>NAIC #</b>	
		<b>INSURER A:</b> Massachusetts Bay Insurance Company 22306	
		<b>INSURER B:</b> Allmerica Financial Benefit Insurance Company 41840	
		<b>INSURER C:</b> Hanover Insurance Company 22292	
		<b>INSURER D:</b> The Hanover Insurance Company 22292	
		<b>INSURER E:</b> Philadelphia Indemnity Insurance Company 18058	
		<b>INSURER F:</b> Hiscox Insurance Company Inc. 10200	

**COVERAGES****CERTIFICATE NUMBER:** 856554952**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP GAP <input checked="" type="checkbox"/> \$1MM/\$1MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZD2J26951302	1/1/2025	1/1/2026	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 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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 checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	AW2J26960802	1/1/2025	1/1/2026	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UH2J26951702	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	W22 J216591 03 WM2 J269540 02	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<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 E F	Tech E&O and Cyber Excess Tech E&O \$5M XS \$5M Employee Theft			LH2 J269582 02 PHSD1845631-003 UC2469029724	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Aggregate Limit \$5,000,000 Aggregate Limit \$5,000,000 Limit \$1000000

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

Excluded Individual, Worker's Compensation Policy #W22J21659103: Ronald Fowler  
RE: As per contract or agreement on file with insured. The City of Spokane, its agents, officers and employees are included as an additional insured (primary and non-contributory) on the General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on the General Liability and Auto Liability policies per the attached endorsement, if required.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

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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#### 14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

#### 15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

#### SECTION IV - CONDITIONS

#### 16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership; or
  - (3) An executive officer or insurance manager if you are a corporation.

#### 17. BLANKET WAIVER OF SUBROGATION

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery  
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO  
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE  
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

**20. MENTAL ANGUISH**

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
    - b. used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments – Extended Reporting Period**
- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
  - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

## 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

### g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

## 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

**1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

## 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

## 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Company Name: City of Spokane  
 Contact: Jack Whitelaw  
 Email: [jwhitelaw@spokanecity.org](mailto:jwhitelaw@spokanecity.org)  
 Phone: (509) 625-6433

Account Executive: Craig Schurter  
 23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601  
 Toll Free 800.881.0962 - Order Fax 888.729.0997



Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b><u>NetApp AFF-A20HA Storage &amp; DS224C Conversion Kits for City of Spokane</u></b>						
*Priced Per GSA Schedule GS-35F-0511T						
<u>Please note that due to potential changes in tariffs and trade regulations, the pricing outlined in this proposal is subject to change. Any adjustments resulting from new or modified tariffs will be communicated promptly and reflected in the final pricing.</u>						
1		NetApp AFF-A20-HA - Dual Controller, 64GB Memory, 8 x 3.8TB NVMe-SED Drives		\$69,420.00		\$19,659.41
2		NetApp SW ONTAP One Package; ONTAP One: CIFS, FCP, iSCSI, NFS, ONTAP S3 (ONTAP v9.8 or higher), Flexclone, SnapRestore, NVMeoF, SnapMirror A/S/BC, SnapCenter, Autonomous Ransomware Protection, MTKM, SnapLock, SnapVault (NVE & Tru)		\$74,100.00		\$20,984.70
3		NetApp SupportEdge Advisor 4Hr. Part Replaece - Co-Termed 24 Mos.		\$14,774.40		\$11,157.51
4		NetApp DS224C Conversion Kit, w/2x Quad-Port IO Modules		\$19,487.94		\$5,697.44
5		Structured Professional Services		\$1,250.00		\$1,250.00
<b><u>GRAND TOTAL:</u></b>				<b><u>\$179,032.34</u></b>		<b><u>\$58,749.06</u></b>

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b>Solution Line Item Detail:</b>						
<b><u>NetApp AFF-A20-HA - Dual Controller, 64GB Memory, 8 x 3.8TB NVMe-SED Drives</u></b>						
6	AFF-A20	AFF A20	1	\$0.00	\$0.00	\$0.00
7	AFF-A20-001	AFF A20 HA System	2	\$0.00	\$0.00	\$0.00
8	AFF-A20A-100-C	AFF A20 HA System,-C	1	\$14,200.00	\$4,021.41	\$4,021.41
9	X60132A-C	IO Module,4PT,10/25GbE,-C	4	\$5,100.00	\$1,444.29	\$5,777.16
10	X66250-2-N-C	Cable,LC-LC,OM4,2m,-C	14	\$0.00	\$0.00	\$0.00
11	X65404-N-C	SFP28,25GbE,SR,-C	8	\$0.00	\$0.00	\$0.00
12	X5532A-N-C	Rail,4-Post,Thin,Rnd/Sq-Hole,Sm,Adj,24-32,-C	1	\$0.00	\$0.00	\$0.00
13	X800-42U-R6-C	Jumper Crd,In-Cab,C13-C14,-C	2	\$0.00	\$0.00	\$0.00
14	X97602A-C	Power Supply,1600W,Titanium,-C	2	\$0.00	\$0.00	\$0.00
15	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2	\$0.00	\$0.00	\$0.00
16	X4025A-2-A-C	Drive Pack 2X3.8TB,NVMe4,SED,-C	4	\$8,705.00	\$2,465.21	\$9,860.84
17	X6589-N-C	SFP+Optical 10Gb Shortwave,-C	8	\$0.00	\$0.00	\$0.00
<b><u>SUBTOTAL</u></b>						<b><u>\$19,659.41</u></b>
<b><u>NetApp SW ONTAP One Package; ONTAP One: CIFS, FCP, iSCSI, NFS, ONTAP S3 (ONTAP v9.8 or higher), Flexclone, SnapRestore, NVMeoF, SnapMirror A/S/BC, SnapCenter, Autonomous Ransomware Protection, MTKM, SnapLock, SnapVault (NVE &amp; Tru)</u></b>						
18	SW-ONTAPO-FLASH-A20-C	SW,ONTAP One Package,Per TB,Flash,A20,-C	30	\$2,470.00	\$699.49	\$20,984.70
19	SW-SMIRROR-CLD-ONTAP-ONE	Software,SnapMirror Cloud,ONTAP One	1	\$0.00	\$0.00	\$0.00
20	SW-S3-SM-ONTAP-ONE	Software,ONTAP One	1	\$0.00	\$0.00	\$0.00
<b><u>SUBTOTAL</u></b>						<b><u>\$20,984.70</u></b>
<b><u>NetApp SupportEdge Advisor 4Hr. Part Replaece - Co-Termed 24 Mos.</u></b>						
21	CS-4HR-REPLACEMENT-A	4hr Parts Replacement	1	\$2,462.40	\$1,859.59	\$1,859.59
22	CS-G1A-SE-ADVISOR	SupportEdge Advisor	1	\$12,312.00	\$9,297.92	\$9,297.92
<b><u>SUBTOTAL</u></b>						<b><u>\$11,157.51</u></b>

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b><u>NetApp DS224C Conversion Kit, w/2x Quad-Port IO Modules (12Gb MiniSAS-HD)</u></b>						
23	X60150A	IO Module,4-Port SAS 12Gb MiniSAS-HD	2	\$4,800.00	\$1,399.10	\$2,798.20
24	X899B	DS224C,Conversion Kit	1	\$8,593.82	\$2,504.88	\$2,504.88
25	X-26004-00	Cable,miniSAS HD-miniSAS HD,SAS3,1m	4	\$323.53	\$98.59	\$394.36
<b><u>SUBTOTAL</u></b>						<b><u>\$5,697.44</u></b>
<b><u>Structured Professional Services</u></b>						
26	PROF-SERVICES.DCS	DCS Services - ESTIMATE ONLY - Signed SOW Required	5	\$250.00	\$250.00	\$1,250.00
<b><u>Subtotal</u></b>						<b><u>\$1,250.00</u></b>
Prepared by: Michael D. Lopez (R1 DM, R2 LQ)						
Please contact the person listed above at Structured for any questions regarding this quotation.						

Line Item	Part Number	Description	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<p><u>Notes:</u></p> <ol style="list-style-type: none"> <li>Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at <a href="http://www.structured.com/terms/">http://www.structured.com/terms/</a>, apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.</li> <li>Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.</li> <li>Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.</li> <li>Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.</li> <li><b>Remit To Address:</b> 9200 SE Sunnybrook Blvd., Suite 300, Clackamas OR, 97015</li> </ol> <p>This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</p>						

**WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or [orders@structured.com](mailto:orders@structured.com)**

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Shipping Address:

Billing Address:

Street:

City, ST Zip:

Contact:

Phone:

Email:

Preferred Shipping Method: Ground \_\_\_\_\_ 2nd Day \_\_\_\_\_ Overnight \_\_\_\_\_

Date Needed:

Customer Reference / Purchase Order Number: \_\_\_\_\_

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**City of Spokane**  
**CONTRACT AMENDMENT**  
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together referenced 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 of THE ESTATE OF CLOVY JARAMILLO, ET. AL. V. CITY OF SPOKANE, ET. AL. and

WHEREAS, additional funds are required, 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 June 16, 2023 and June 18, 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 April 1, 2025.

**4. 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 **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**.

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.

**KEATING, BUCKIN & MCCORMACK,  
INC., 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

25-087

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/22/2025

**Clerk's File #**

OPR 2023-0637

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY ATTORNEY

**Bid #****Contact Name/Phone**

LYNDEN 6283

**Requisition #**

PAID VIA CLAIMS

**Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Outside Counsel Contract Amendment with Keating, Bucklin & McCormack, Seattle, WA for legal services in the matter of the Estate of Jaramillo v. City of Spokane

**Summary (Background)**

The City has an existing contract with the law firm of KEATING, BUCKLIN & MCCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Clovy Jaramillo, et al. v. City of Spokane, et al. This is a lawsuit against the City for the alleged wrongful death of Clovy Jaramillo on October 6, 2020. This amendment will increase the contract by \$50,000 for a total contract amount of \$200,000.00.



**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 50,000	#	From Claims
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>			
Funding Source Type    Select			
Is this funding source sustainable for future years, months, etc?			
<b>Expense Occurrence</b>			
Other budget impacts (revenue generating, match requirements, etc.)			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
		sestes@kbmlawyers.com	
BAugenthaler@kbmlawyers.com		lsmithson@spokanecity.org	
Zach.Ray@us.davies-group.com		dstragier@spokanecity.org	
SDHansen@spokanecity.org		ddaniels@spokanecity.org	
mdean@spokanecity.org			



License Information:

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

Entity name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Business name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-221-771

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1201 3RD AVE  
STE 1580  
SEATTLE WA 98101-3009

Mailing address: 1201 3RD AVE  
STE 1580  
SEATTLE WA 98101-3009

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Issaquah General Business - Non-Resident</a>				Active	Dec-31-2025	Dec-28-2022
<a href="#">Spokane General Business - Non-Resident</a>	T12110036BUS			Active	Dec-31-2025	Mar-11-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AUGENTHALER, BRIAN C.	
BUTLER, AMANDA G.	
CULUMBER, JEREMY W.	
JOLLEY, RICHARD	
RAGONESI, SHANNON M	

The Business Lookup information is updated nightly. Search date and time: 4/22/2025 1:45:51 PM

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/22/2025

**Clerk's File #**

OPR 2023-0240

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

CITY ATTORNEY

**Bid #****Contact Name/Phone**

LYNDEN 6283

**Requisition #**

PAID VIA CLAIMS

**Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Contract Amendment with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane, et al.

**Summary (Background)**

The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of Estate of Robert Bradley, et al. v. City of Spokane, et al. This is a lawsuit against the City for the alleged wrongful death of Robert Bradley on September 4, 2022. This amendment will increase the contract by \$100,000 for a total contract amount of \$600,000.00.

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 100,000	#	From Claims
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PICCOLO, MIKE	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	BUSTOS, KIM		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		sestes@kbmlawyers.com	
BAugenthaler@kbmlawyers.com		lsmithson@spokanecity.org	
Zach.Ray@us.davies-group.com		dstragier@spokanecity.org	
SDHansen@spokanecity.org		ddaniels@spokanecity.org	
mdean@spokanecity.org			



**City of Spokane**  
**CONTRACT AMENDMENT**  
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "Party", and together referenced 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 of THE ESTATE OF ROBERT BRADLEY, ET. AL. V. CITY OF SPOKANE, and

WHEREAS, additional funds are required, 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 15, 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 April 1, 2025.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**.

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.

**KEATING, BUCKIN & MCCORMACK,  
INC., P.S.**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

25-088

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney





License Information:

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

**Entity name:** KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

**Business name:** KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

**Entity type:** [Professional Service Corporation](#)

**UBI #:** 600-221-771

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1201 3RD AVE  
STE 1580  
SEATTLE WA 98101-3009

**Mailing address:** 1201 3RD AVE  
STE 1580  
SEATTLE WA 98101-3009

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

**Secretary of State information:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Issaquah General Business - Non-Resident</a>				Active	Dec-31-2025	Dec-28-2022
<a href="#">Spokane General Business - Non-Resident</a>	T12110036BUS			Active	Dec-31-2025	Mar-11-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AUGENTHALER, BRIAN C.	
BUTLER, AMANDA G.	
CULUMBER, JEREMY W.	
JOLLEY, RICHARD	
RAGONESI, SHANNON M	

The Business Lookup information is updated nightly. Search date and time: 4/22/2025 1:45:51 PM

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/21/2025

**Clerk's File #**

OPR 2025-0356

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

RE 20741

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5100- PURCHASE OF 2 FLEET MOTOR POOL VEHICLES

**Agenda Wording**

Fleet Services would like to purchase 1 Ford F150 Lightning EV, and 1 Ford Mach E EV to use as City Motor Pool rental vehicles.

**Summary (Background)**

Fleet has experienced an uptick in short- and long-term motor pool vehicle rentals creating a shortage of suitable vehicles with which to meet customer department's emergency and temporary vehicle needs. Fleet would like to purchase 1 Ford Lightning EV and 1 Ford Mach-E to replace vehicles that have been recently removed from the fleet using the Washington DES contract from Bud Clary of Longview, WA. Total cost for two vehicles including sales tax is \$93,796.35. Vehicles will be purchased using Fleet Replacement Reserves.

**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?**

None identified.

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

Data will not be collected.

**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?**

Aligns with City Centralized Fleet Management Policy and Vehicle Usage Policy.

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 93,796.35	
Current Year Cost		\$ 93,796.35	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
Vehicles will be purchased using a cooperative contract following all City competitive purchasing rules. Pool vehicles help to reduce overall fleet size and expense by providing shared vehicles for non-permanent needs.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 93,796.35	# 5110-71700-94180-56404-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Generates revenue through short- and long-term rentals to customer departments.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		fleetservicesaccounting@spokanecity.org	

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-4-480 - SPOKANE, CITY OF - 23210  
**Date:** Monday, April 21, 2025 4:16:02 PM

---

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-4-480**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
Quote Notes: Fleet Pool Lightning
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (YZ) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-08007-0001	2025 Ford F150 Lightning 4WD, Battery Electric Vehicle (BEV)	1	\$45,530.00	\$45,530.00
2025-08007-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2025-08007-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2025-08007-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-08007-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been	1	\$0.00	\$0.00

serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2025-08007-0009	INFORMATION ONLY: 2025MY: The PRO Trim Level offers Standard Range and Extended Range Batteries (both Single and Dual Onboard Charging). The XLT Trim Level does NOT offer Extended Range Batteries. The Flash Trim Level ONLY offers Extended Range Batteries. The Special Services Vehicle (SSV) package is ONLY available w/ PRO Level Trim and Extended Range Battery w/ DUAL Onboard Charging.	1	\$0.00	\$0.00
2025-08007-0010	2025 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD; PRO Trim Level; Crew Cab; 145in Wheelbase; 5.5ft bed; Dual eMotor; 98kWh Usable Capacity Standard Range High-Voltage Battery; EPA 23MY: 76 city / 61 hwy MPGe; 240 miles total range; 8350# GVWR; 275/65R 18in All-Terrain Tires; Tire Inflator/Sealant Kit; Class IV Hitch (W1B/110A/99K/44L/145WB/66A/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specifications for complete description.	1	\$0.00	\$0.00
2025-08007-0020	NEW: THIS IS NO LONGER STANDARD EQUIPMENT - Mobile Power Charging Cord (120V/240V). Includes fast charging adapter (NACS) (66A)	1	\$588.00	\$588.00
2025-08007-0030	NEW: 18in Spare Tire and Wheel (available w/ all trim levels) (60S)	1	\$172.00	\$172.00
2025-08007-0199	INFORMATION ONLY: Warranty, Delayed Start (End-User submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a> )	1	\$0.00	\$0.00
2025-08007-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2025-08007-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2025-08007-0220	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$75.00	\$75.00
2025-08007-0221	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$54.00	\$54.00
2025-08007-0222	Mud Flaps, Front (DLR)	1	\$110.00	\$110.00
2025-08007-0223	Mud Flaps, Rear (DLR)	1	\$110.00	\$110.00
2025-08007-0224	Floor Mats, HD Rubber Molded, Front (Extended/Crew Cabs) (Weather Tech) (DLR)	1	\$153.00	\$153.00
2025-08007-0225	Floor Mats, HD Rubber Molded, 2nd Row (Extended/Crew Cabs) (Weather Tech) (DLR)	1	\$128.00	\$128.00
2025-08007-0226	SPRAY-IN Bedliner for vehicles with Power Outlets in bed (pro-power onboard, BEV) (DLR)	1	\$652.00	\$652.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$47,972.00
<b>8.4 % Sales Tax:</b>	\$4,029.65
<b>Quote Total:</b>	\$52,001.65



**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-4-481 - SPOKANE, CITY OF - 23210  
**Date:** Monday, April 21, 2025 4:18:49 PM

---

[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-4-481**      [Create Purchase Request](#)      [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
Quote Notes: Fleet Motor Pool Mach E
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Extra Cost Star White M (AZ) \$976 - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-03006-0001	2025 Ford Mach-E SUV (BEV)	1	\$31,682.00	\$31,682.00
2025-03006-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2025-03006-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2025-03006-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-03006-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been	1	\$0.00	\$0.00



serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2025-03006-0009	INFORMATION ONLY: If ordering for law enforcement use, please contact dealer to request #P033R2 Police Modifiers Bulletin	1	\$0.00	\$0.00
2025-03006-0010	Ford Mach-E SUV, Battery Electric (BEV), 5-Passenger SUV, SELECT Trim Level, Rear-Wheel Drive (RWD), Standard Range, Primary Electric Motor (Rear) / 73kWh Usable Standard Range High-Voltage Battery, Single-Speed Transmission, 225/55R19 XL 103H All-Season tires (K1R/100A/994/44A/TTSJ) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	1	\$0.00	\$0.00
2025-03006-0011	SELECT TRIM: All-Wheel Drive (eAWD) (adds Secondary Electric Motor, Front) (K1S/100A/995/44A/TTSJ)	1	\$2,925.00	\$2,925.00
2025-03006-0015	SELECT TRIM OPTION: Comfort Package Lite (Includes heated front row seat and steering wheel; Memory: drivers seat and sideview power-folding mirrors) (67F)	1	\$1,470.00	\$1,470.00
2025-03006-0050	INFORMATION ONLY: Factory options below available with all trim levels:	1	\$0.00	\$0.00
2025-03006-0051	NO LONGER STANDARD EQUIPMENT: Mobile Power Charge Cord [Includes switchable cord end to allow customer charge functionality with 120V (NEMA5-15) or 240V (NEMA 14-50); Fast charging adapter (NACS)] (18D)	1	\$588.00	\$588.00
2025-03006-0053	Interior Protection Package (Includes cargo area cover, cargo floor liner, front and rear floor liners) (Deletes front and rear carpeted floor mats) (17P)	1	\$486.00	\$486.00
2025-03006-0060	Extra-Cost Paint, Star White Metallic Tri-Coat (PAZ)	1	\$976.00	\$976.00
2025-03006-0199	Delayed Warranty Start (Customer submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a> )	1	\$0.00	\$0.00
2025-03006-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$300.00	\$300.00
2025-03006-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2025-03006-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$75.00	\$75.00
2025-03006-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$54.00	\$54.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$38,556.00
<b>8.4 % Sales Tax:</b>	\$3,238.70
<b>Quote Total:</b>	\$41,794.70

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/21/2025

**Clerk's File #**

OPR 2025-0357

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #****Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5100- PURCHASE OF 2 PICKUPS FOR WATER DEPARTMENT

**Agenda Wording**

Fleet would like to purchase 1 Ford F250 diesel pickup and 1 Ford F350 diesel pickup for the Water Department.

**Summary (Background)**

The Water Department would like to replace 2 service trucks that have exceeded their economic lifecycle. Vehicles will be purchased from Bud Clary of Longview, WA using the Washington DES Contract. Total cost for both vehicles including sales tax is \$144,829.26.

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

None identified.

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

Data will not be collected.

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

Fleet collects lifecycle cost data for future analysis

**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?**

Aligns with City Centralized Fleet Management Policy and CIP.

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 144,829.26	
Current Year Cost		\$ 144,829.26	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
Vehicles will be purchased using a cooperative contract following all City competitive purchasing rules and will replace units that are fuel inefficient and costly to maintain.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 144,829.26	# 4100-42490-94340-56404-11003	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		One-Time	
<b><u>Funding Source Type</u></b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b><u>Expense Occurrence</u></b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD		
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org			

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-4-482 - SPOKANE, CITY OF - 23210  
**Date:** Monday, April 21, 2025 4:24:21 PM

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-4-482**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
Quote Notes: Water F250
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (Z1) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-08009-0001	2025 Ford F250 4WD	1	\$46,965.00	\$46,965.00
2025-08009-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2025-08009-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2025-08009-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-08009-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been	1	\$0.00	\$0.00

serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2025-08009-0010	2025 Ford F250 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,000# GVWR, 3814# Payload, 3.73 RAR #X37, LT245/75Rx17E BSW All-Season Tires, 17in argent painted steel wheels/painted hub covers (F2B/600A/99A/44F/142WB/TD8/64A) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2025-08009-0011	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10000# GVWR, 3457# Payload (X2B/164WB)	1	\$2,387.00	\$2,387.00
2025-08009-0021	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20, manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, Manual Regeneration, 190-Amp Alternator #67D, Dual 750CCA Batteries, 3.31 RAR, 10000# GVWR (Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallon) (99T/44G)	1	\$10,286.00	\$10,286.00
2025-08009-0030	F250 High Capacity Axle Upgrade Package (Increases GVWR up to 11,400 lbs and GCW on diesel engine)(Not available w/ gas engines or Pickup Box Delete #66D) (Included with 6.7L High Output Diesel #99M) (Includes 11.6in axle upgrade and F250 >10K GVWR Package #68U) (535)	1	\$1,108.00	\$1,108.00
2025-08009-0034	NEW: Trailer Brake Controller, including Smart Trailer Tow Connector. (included with XLT) (52B)	1	\$294.00	\$294.00
2025-08009-0046	Engine Block Heater (41H)	1	\$187.00	\$187.00
2025-08009-0062	Platform Running Boards (Extended/Crew Cabs) (18B)	1	\$437.00	\$437.00
2025-08009-0064	Remote Start System (76S)	1	\$245.00	\$245.00
2025-08009-0081	120V/400W Outlet (1) (includes one in-dash mounted outlet) (to be ordered w/ 40/20/40 seating) (not available with #43K Pro Power) (included w/ XLT Trim) (43C)	1	\$172.00	\$172.00
2025-08009-0086	Seats: Cloth 40/floor tray/40, driver side manual lumbar (Regular/Extended Cab) (TT4)	1	\$505.00	\$505.00
2025-08009-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2025-08009-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2025-08009-0211	Two (2) Extra RKE Fob w/ Flip Key, programmed (Will give you 4 Fob/Keys total) (DLR)	1	\$382.00	\$382.00
2025-08009-0232	Mud Flaps, Front (DLR)	1	\$110.00	\$110.00
2025-08009-0233	Mud Flaps, Rear (DLR)	1	\$110.00	\$110.00
2025-08009-0242	SPRAY-IN Bedliner (DLR)	1	\$632.00	\$632.00

2025-08009-0472	Adrian Crossbody toolbox - single lid, extra deep (70L x 20W x 17.5D) (Fits 8ft pickup box only) (Adrian AD101) (TB472)	1	\$1,414.00	\$1,414.00
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#### Quote Totals

			<b>Total Vehicles:</b>	1
			<b>Sub Total:</b>	\$65,634.00
			<b>8.4 % Sales Tax:</b>	\$5,513.26
			<b>Quote Total:</b>	\$71,147.26

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Giddings, Richard](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-4-484 - SPOKANE, CITY OF - 23210  
**Date:** Monday, April 21, 2025 4:28:31 PM

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-4-484**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: <a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
Quote Notes: Water F350
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Oxford White (Z1) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-08011-0001	2025 Ford F350 Pickup 4WD	1	\$47,981.00	\$47,981.00
2025-08011-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2025-08011-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2025-08011-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-08011-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been	1	\$0.00	\$0.00



serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2025-08011-0007	IMPORTANT: Ford does not offer a Pickup Box Delete option on 24MY F350 models (only F250); Please contact Allied Body Works to request information/additional parts needed/pricing for post-factory bed removal prior to body equipment installation). Option #1000-1999 Upfits to be installed prior to delivery by ALLIED BODY WORKS, Seattle, WA, Contact: 800-733-7450 -- Upfit pricing effective for orders received through 12/31/2024	1	\$0.00	\$0.00
2025-08011-0010	2025 Ford F350 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,900# GVWR, 4529# Payload, 3.73 RAR #X37, LT275/65Rx18E BSW All-Season Tires #TCH, 18in argent painted steel wheels/painted hub covers #64F (F3B/610A/99A/44F/142WB) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2025-08011-0011	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10,800# GVWR, 4130# Payload, LT245/75Rx17E BSW All-Season Tires #TD8 (X3B/164WB)	1	\$2,363.00	\$2,363.00
2025-08011-0021	6.7L 4-Valve OHV Power Stroke V8 Turbo Diesel B20, manual push-button engine-exhaust braking, TorqShift 10-Speed Automatic w/ Selectable Drive Modes, Manual Regeneration, 190-Amp Alternator #67D, Dual 750CCA Batteries, 3.31 RAR, (GVWR: Reg 142WB 11,499#, Ext 164WB 11,300#, Crew 160WB 11,200#, Crew 176WB 11,499#) (Diesel Fuel Tank: 142WB = 29 gallons, 160WB/164WB = 34 gallons, 176WB = 48 gallons) (99T/44G)	1	\$10,286.00	\$10,286.00
2025-08011-0025	Transmission Power Take-Off Provision (includes transmission-mounted live drive and stationary mode PTO) (Requires 10-Speed Transmission #44G, so only available to be ordered w/ 7.3L Gas Engine #99N or 6.7L Diesel #99T/99M) (62R)	1	\$275.00	\$275.00
2025-08011-0029	SRW Electronic Locking Rear Axle (Only available with Single Rear Wheels)(3.31 or 3.55 w/diesel, 3.73 or 4.30 w/gas) (X3H/X3J/X3E/X4M)	1	\$422.00	\$422.00
2025-08011-0032	NEW: Onboard Scales and Smart Hitch (4WD only) (91D)	1	\$637.00	\$637.00
2025-08011-0035	Snow Plow Prep Package (4x4 Only) (includes computer selected springs for snowplow application; 190-Amp Alternator #67D w/ Gas; 410-Amp Dual Alternators #67B w/ Diesel; Rapid-Heat Supplemental Cab Heater #41A w/Diesel) (Not compatible with Heavy Service Front Suspension Packages #67H) (Ford recommends also ordering dual batteries for maximum compatibility) (473)	1	\$245.00	\$245.00
2025-08011-0043	Pro Power Onboard - 2kW (Includes Dual Alternators 12V 250-Amp plus 24V 15-Amp) (Must also order Dual Batteries #86M) (Will remove rear underseat storage on XLT Extended Cab model) (43K)	1	\$966.00	\$966.00
2025-08011-0045	Dual Batteries - Dual AGM 68 AH (included w/ diesel engines) (6.8L and 7.3L Gas Engines - must also order 410-Amp Dual Alternator #67B or Pro Power Onboard 2kW #43K) (86M)	1	\$206.00	\$206.00
2025-08011-0046	Upgrade Base Alternator (190-amp w/ gas engines; 250-amp w/ diesel engines) (67D) (No Charge)	1	\$0.00	\$0.00

2025-08011-0052	EXTENDED/CREW CAB SRW ONLY - LT275/70Rx18E BSW All-Terrain Plus w/ 18in argent painted steel wheels w/ painted hub covers/center ornaments (Increased GVWR Gas/Diesel: Ext 148WB 11400#/12000#, Ext 164WB 11800#/12300#, Crew 160WB 11499#/12000#, Crew 176WB 11900#/12400#) (4x4 Only) (Not available with Dual Rear Wheel models) (TDX/64F)	1	\$706.00	\$706.00
2025-08011-0056	Platform Running Boards (Extended/Crew Cabs) (18B)	1	\$437.00	\$437.00
2025-08011-0074	360-Degree Camera Package [Includes 360-Degree Camera System (w/ picture-in-picture capability), Center High-Mounted Stop Lamp (CHMSL) Camera, Wired Aux Trailer Camera Compatibility, BLIS w/ Cross-Traffic Alert and Trailer Coverage, LED Center High-Mounted Stop Lamp - CHMSL, Rear Parking Sensors, Reverse Sensing System w/ Reverse Brake Assist) (Must also order XL Driver Assist Package #96D or XLT Trim Level Upgrade) (874)	1	\$1,127.00	\$1,127.00
2025-08011-0079	Seats: Cloth 40/20/40 split bench w/ center armrest, cupholder and storage, driver side manual lumbar (Crew Cab) (TT1)	1	\$309.00	\$309.00
2025-08011-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2025-08011-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2025-08011-0211	Two (2) Extra RKE Fob w/ Flip Key, programmed (Will give you 4 Fob/Keys total) (DLR)	1	\$382.00	\$382.00
2025-08011-0235	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$153.00	\$153.00
2025-08011-0242	SPRAY-IN Bedliner (DLR)	1	\$632.00	\$632.00
2025-08011-0320	AMBER ADDON - Single Beacon (3in tall). (1) Ecco amber beacon light with clear lens, installed on cabguard. Wired to 8-button controller of Base Amber Package. (Requires cabguard with beacon light mounting plate or Whelen quick-fit rooftop mounting plate. Requires Base Amber Package #301) (ECCO EB7160A) (AL320)	1	\$473.00	\$473.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$68,000.00
<b>8.4 % Sales Tax:</b>	\$5,712.00
<b>Quote Total:</b>	\$73,712.00



## **Agenda Sheet for City Council:**

**Committee:** Finance & Administration **Date:** 04/28/2025

**Committee Agenda type:** Consent

**Date Rec'd**

4/22/2025

**Clerk's File #**

OPR 2024-0731

**Cross Ref #**

**Project #**

**Council Meeting Date:** 05/19/2025

**Submitting Dept**

FLEET SERVICES

**Bid #**

RFQ# 6204-24

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

VB 301579

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** NO

**Agenda Item Name**

5100- INCREASE VALUE BLANKET FOR TITAN TRUCK EQUIPMENT

### **Agenda Wording**

Fleet would like to add \$400,000 to our Titan Truck Equipment Value Blanket (OPR 2024-0731) for the remaining 4-year term and a total of \$800,000.00.

### **Summary (Background)**

Titan Truck Equipment supplies service bodies, lift gates, arrow boards and other miscellaneous vehicle upfitting parts and service. They have consistently provided lower prices and better service to City Departments and have earned a larger share of our business.

**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?**

Fleet collects purchase information for later comparison.

**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?**

Aligns with City Centralized Fleet Management Policy

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 800,000	
Current Year Cost		\$ TBD	
Subsequent Year(s) Cost		\$ TBD	
<b><u>Narrative</u></b>			
Titan Truck Equipment has provided lower prices and better service and so have earned a larger share of City Upfitting business.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 800,000	# TBD	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		Recurring	
<b><u>Funding Source Type</u></b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b><u>Expense Occurrence</u></b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		fleetservicesaccounting@spokanecity.org	



## Agenda Sheet for City Council:

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

**Committee Agenda type:** Consent

**Date Rec'd**

8/14/2024

**Clerk's File #**

OPR 2024-0731

**Cross Ref #**

**Project #**

**Council Meeting Date:** 09/09/2024

**Submitting Dept**

FLEET SERVICES

**Bid #**

RFQ #6204-24

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

VB

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

**Agenda Item Name**

5100 - VALUE BLANKET WITH TITAN TRUCK

### Agenda Wording

Fleet Services would like to enter into a Value Blanket with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components.

### Summary (Background)

Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components. The contract is not to exceed \$100,000 per year for a term of 5 years.

Lease? NO

Grant related? NO

Public Works? NO

### Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 500,000.00

Current Year Cost

\$ 100,000.00

Subsequent Year(s) Cost

\$ 100,000.00

### Narrative

RFQ 6204-24 was issued in July receiving 3 responsive quotes. Titan Truck Equipment provided the lowest responsive bid.

### Amount

### Budget Account

Expense \$ 100,000.00

# Varies by department

Select \$

#

Select \$

# Approved by Spokane City Council on: 9/9/2024

Select \$

#

\$

#

\$

#

city clerk



## Continuation of Wording, Summary, Approvals, and Distribution

### **Agenda Wording**

### **Summary (Background)**

#### **Approvals**

<b><u>Dept Head</u></b>	GIDDINGS, RICHARD
<b><u>Division Director</u></b>	BOSTON, MATTHEW
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	SZAMBELAN, TIMOTHY
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

#### **Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

#### **Distribution List**

edh@titantruck.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	tlester@spokanecity.org
fleetservicesaccounting@spokanecity.org	

## COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

## Council Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	August 26, 2024
<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 509-625-7706
<b>Council Sponsor(s)</b>	Cathcart, Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Value Blanket Contract with Titan Truck Equipment
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components. The contract is not to exceed \$100,000 per year for a term of 5 years.

**Fiscal Impact**

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

Total Cost: \$500,000

Current year cost: \$100,000

Subsequent year(s) cost: \$100,000

**Narrative:** RFQ 6204-24 was issued in July receiving 3 responsive quotes. Titan Truck Equipment provided the lowest responsive bid.

**Funding Source**    ☐ One-time    ☒ Recurring    ☐ N/A

Specify funding source: Program revenue

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.)

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

- What impacts would the proposal have on historically excluded communities? None Identified.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and service information will be collected by Fleet Services to ensure continued value.



**COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)**

- 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? Aligns with City Purchasing Policy and Centralized Fleet Management Policy.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No subcommittee for this topic.

Bid Response Summary

**Bid Number** RFQ 6204-24  
**Bid Title** Truck Parts and accessories - Annual Value Blanket  
**Due Date** Wednesday, August 7, 2024 2:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** TITAN TRUCK EQUIPMENT  
**Submitted By** Ed Heck - Thursday, August 1, 2024 12:02:25 PM [(UTC-08:00) Pacific Time (US & Canada)]  
EDH@TITANTRUCK.COM

Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	1
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Ed Heck 509-755-5037 Ext-1108 edh@titantruck.com
Order Placement			
	1	Supplier acknowledges award of this business is anticipated August 2024, but the City reserves the right to reject all quotes and re-compete for any reason.	Yes
	2	Supplier acknowledges all products must be quoted in order to be eligible for award.	Yes
Value Blanket Terms			
	1	Supplier agrees this product shall be awarded on a five (5) year value blanket order with no options for renewals. Supplier acknowledges the quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	Yes
	2	Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Yes
Product			
	1	Supplier acknowledges product sold in the course of this agreement must be new, unused, and of the latest possible design and production.	Yes
	2	Supplier acknowledges product makes and models are herein specified (see 'Pricing' tab) to establish an acceptable standard. Alternative products may be quoted, but the City reserves the right to determine whether or not alternative product is acceptable. The make/model for each product quoted must be disclosed on each line item in the 'Pricing' tab.	Yes

3	If quoting alternate product, supplier may upload documentation supporting the quality of the product quoted here (all product pages must be uploaded at once, in a single document - please organize pages in the order of the product quoted on the 'Pricing' tab):	
4.	Weather Guard Truck or Van Storage Drawer: Steel, 9 1/2 inch Ht, 20 inch Wd, 48 inch deep. 1 drawer, white. Model number 306-3. Drawer load capacity 425lbs, attaches to truck bed or van floor.	I acknowledge
5.	Weather Guard Underbed box - White, model number 524-3-02. Fits flatbed, platform or dump truck bodies. 2.3 cu ft of storage. 3-point latching system. Rain gutter and full weather seal.	I acknowledge
6.	Weather Guard Aluminum 41" Lo-Side Box Model number 184-0-03. Push button lock that can code multiple boxes. Mount over the bed rails, and 90-degree cover opening. 12-volt access, compatible with powerSync accessibility.	I acknowledge
7.	Weather Guard Cross Box Storage. Model number 114-0-01. Full extra wide crossbox with a 15.3 cu ft storage capacity. 12 volt access	I acknowledge
8.	Luverne Grip Step 7" X 14" Aluminum WEW running boards for select Ford F-250, F350, F-450, model number 415114-401733. Included a pair of running boards and mounting hardware.	I acknowledge
9.	Auto Crane Sensor/Pressure switch with 2400 PSI part number 360685000.	I acknowledge
10.	Ecco Mini 15" Light Bar 5585A. 12-24 VDC operation, high intensity LED's and reflective technology. 18 flash patterns. 4 Bold mount, Amber lens	I acknowledge
11.	Ecco 3400 SAE Class I LED safety Director. 9 built in flash patterns. 48.1" in length	I acknowledge
12.	CURT Xtra duty class 5 trailer hitch with 2" Receiver for Select Ford F-350 Super Duty. model number 15402. Rated to 17,000lbs gross trailer weight and 2550 lbs tongue weight. Compatible with weight distribution hitch.	I acknowledge
13.	Auto Crane Spool Assembly F480184 for 5005H, 640H Number 480186000	I acknowledge
14	Cargo Glide 100% Extension/2200 lbs - Full Size - Long Bed - model number CG2200XL-9548	I acknowledge
PRICING		
1	The Vendor's prices shall be firm throughout the first year of the contract period.	Yes
2	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	Yes
Additional Product		
1	Supplier acknowledges the City may purchase through this value blanket additional 'Truck Parts and Accessories' from the winning supplier which are not explicitly quoted herein and agrees to sell those items at:	No

2	Percentage Off Supplier's List Cost: Percentage Off Supplier's List Cost, to arrive at a Unit Price Cost. Enter Percentage Discount Off Supplier's List Cost.	20 %
2.1	Discount percentages offered will remain unchanged throughout the life of the contract.	Yes
3	Percentage Markup Above Supplier's Cost: Should supplier not provide percentage off Supplier's list cost. Enter Percentage Markup Above Supplier's Cost here that applied to arrive at a Unit Price Cost.	no
3.1	Percentage Markup will remain unchanged throughout the life of the contract	Yes
4	Bidder is aware if it does not provide Percentage Off Supplier's List Cost, or does not provide Percentage Markup Above Supplier's Cost, for any additional 'Truck Parts and Accessories' which are not explicitly quoted herein, but may be realized are needed at a later point in time, that any resulting value blanket would be limited to the purchase of item types stated on Pricing Form.	Yes
Delivery		
1	Supplier acknowledges all freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Yes
2	Supplier agrees all product shall be ordered/delivered FOB: Destination is the to the requesting Department. City reserves the right to pick up product at supplier's local distribution center, as needed.	Yes
3	Supplier certifies this product is available for pick up on an as-needed basis at the following local distribution center address (physically located within 15 miles of 914 E. North Foothills Dr. Spokane, WA 99207):	yes
4	Supplier acknowledges partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Yes
5	Supplier specifies product herein quoted shall be delivered within the following number of business days ARO:	30
6	Supplier acknowledges product picked up at the supplier's local distribution center shall only be sold to employees bearing City identification. The full name of the employee purchasing the product shall be noted on the supplier's invoice and a packing list (or similar) shall be provided to the employee at the point of transaction. Failure to verify identification, obtain the employee's full name, and provide a packing list releases the City from any obligation to pay. Pickup orders shall be invoiced to the City within 5 business days of the transaction.	Yes
Payment Terms		

1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt and acceptance of goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Yes
2	Supplier acknowledges all invoices shall reference the City's value blanket number, which shall be provided upon award, and the full name of the City employee who purchased the invoiced items.	Yes
Sales Tax		
1	Supplier acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Yes
Business Registration Requirement		
1	Supplier acknowledges Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier 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.	Yes
2	Supplier's Business Registration No.	T13004305BUS
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product									
	1. Weather Guard 306-3	Pack Rat Drawer unit 48"x20"x9"	Base	Each	1.00	\$1,129.20	\$1,129.20		
	2. Weather Guard 524-3-02	Underbed Truck Box 4.5 cu ft	Base	Each	1.00	\$465.84	\$465.84		
	2. Weather Guard 184-0-03	Aluminum 41" Lo-Side Box	Base	Each	1.00	\$638.56	\$638.56		
	4. Weather Guard 114-0-01	Cross Box Storage, Wide - Gull Wing	Base	Each	1.00	\$1,060.96	\$1,060.96		
	5. Luverne 415114-401733	Grip Step 7"x114" Aluminum W2@ Running Boards for Select Ford F-250, F-350, F-450	Base	Each	1.00	\$636.99	\$636.99		
	6. Auto Crane 360685000	Sensor, Pressure Switch, 2400 PSI	Base	Each	1.00	\$175.50	\$175.50		

7. Ecco Mini Light Bar 5585A	Strobe, Mini Light Bar Vehicle Light Bar Size, LED, SAE J845 class 1	Base	Each	1.00	\$328.03	\$328.03
8. Ecco 3410 A Single Bar	Vehicle Directional Light: Directional Light, LED, Linear, 8 Heads, Amber, Bracket, Pigtail	Base	Each	1.00	\$559.55	\$559.55
9. CURT 15402 hitch	Xtra Duty Class 5 trailer Hitch with 2" Receiver	Base	Each	1.00	\$466.05	\$466.05
10. Auto Crane 480186000 Spool Assembly	F480184 for 5005H,6406H	Base	Each	1.00	\$376.20	\$376.20
11. GargoGlide CG2200XL-9548	Slide out Cargo tray	Base	Each	1.00	\$2,250.00	\$2,250.00
12. Delivery	Delivery Fee	Base	Each	1.00	\$0.00	\$0.00
<b>Total Base Bid</b>	<b>\$8,086.88</b>					

**Certificate Of Completion**

Envelope Id: C8C9A54C29924B92ADA779645CF2CA0E

Status: Completed

Subject: OPR 2024-0731 PURCHASE TITAN TRUCK EQUIPMENT

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Daniel Rose

AutoNav: Enabled

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

**Record Tracking**

Status: Original

Holder: Daniel Rose

Location: DocuSign

9/10/2024 2:00:33 PM

drose@spokanecity.org

**Signer Events****Signature****Timestamp**

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication  
(None)

Sent: 9/10/2024 2:03:48 PM

Viewed: 9/10/2024 2:09:25 PM

Signed: 9/10/2024 2:09:29 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 198.1.39.252

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/10/2024 2:03:48 PM

Certified Delivered

Security Checked

9/10/2024 2:09:25 PM

Signing Complete

Security Checked

9/10/2024 2:09:29 PM

Completed

Security Checked

9/10/2024 2:09:29 PM

**Payment Events****Status****Timestamps**





STATE OF  
WASHINGTON

# BUSINESS LICENSE

Profit Corporation

TITAN TRUCK EQUIPMENT COMPANY, INC.  
605 N FANCHER RD  
SPOKANE VALLEY WA 99212-1015

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
VEHICLE TRANSPORTER #09239 - ACTIVE

Issue Date: Apr 04, 2025  
Unified Business ID #: 601245980  
Business ID #: 001  
Location: 0002  
Expires: Apr 30, 2026

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

## CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS #01389 - ACTIVE  
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T13004305BUS - ACTIVE

## DUTIES OF MINORS:

Ages 16-17: PULLING PARTS/PUTTING PRODUCT AWAY, SWEEPING, CHANGING TRASH CANS

## LICENSING RESTRICTIONS:

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

Minors may not operate or work in close proximity to heavy moving equipment. This includes, but is not limited to, earth-moving machines, cranes, compactors, forklifts and tractors. WAC 296-125-030(17)

Minors must be at least 16 years of age to perform window washing or other work requiring worker to be positioned at higher than ground or floor level. WAC 296-125-033(5)(b)

## REGISTERED TRADE NAMES:

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: 601245980 001 0002

TITAN TRUCK EQUIPMENT  
COMPANY, INC.  
605 N FANCHER RD  
SPOKANE VALLEY WA 99212-1015

FOLD HERE

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION - ACTIVE  
VEHICLE TRANSPORTER #09239 -  
ACTIVE  
SPOKANE VALLEY GENERAL  
BUSINESS #01389 - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT #T13004305BUS -  
ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Apr 30, 2026

Director, Department of Revenue



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Profit Corporation

TITAN TRUCK EQUIPMENT COMPANY, INC.  
605 N FANCHER RD  
SPOKANE VALLEY WA 99212-1015

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TITAN TRUCK EQUIPMENT COMPANY, INC.

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Director, Department of Revenue

UBI: 601245980 001 0002

TITAN TRUCK EQUIPMENT  
COMPANY, INC.  
605 N FANCHER RD  
SPOKANE VALLEY WA 99212-1015

FOLD HERE

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION - ACTIVE  
VEHICLE TRANSPORTER #09239 -  
ACTIVE  
SPOKANE VALLEY GENERAL  
BUSINESS #01389 - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT #T13004305BUS -  
ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Apr 30, 2026

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](http://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)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/2/2025

**Clerk's File #**

OPR 2025-0333

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

N/A

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

5110 - DEPARTMENT OF ECOLOGY GRANT ACCEPTANCE

**Agenda Wording**

Fleet Services would like to accept the "Air Quality VW EV Charging Level 2: Charge Where You Are" grant from the Department of Ecology grant for up to \$100,000 to install 10 ACL2 Chargers at the Water Department.

**Summary (Background)**

The Department of Ecology grant is for up to \$100,000 to install up to 10 AC Level 2 Charging stations at the Water Department for future EV expansion. The City is responsible to match 40% of the total project cost up to \$166,667. The City's portion will be paid using Fleet's Clean Fuel Infrastructure reserve funds.

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

None identified

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

Data will not be collected

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

Vehicle charging data will be collected by Fleet for future analysis.

**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?**

Aligns with SMC 07.06.175A

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 166,667	
Current Year Cost		\$ 166,667	
Subsequent Year(s) Cost		\$ \$0	
<b><u>Narrative</u></b>			
Ecology grant funds will serve to stretch Clean Fuel Infrastructure funds so more charging can be installed for future EV expansion.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 100,000	# 5110-98817-99999-33431-97316	
Expense	\$ 166,667	# 5110-98817-94180-56301-97316	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
40% match requirement. City's maximum expenditure is \$66,667.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	STRATTON, JESSICA	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		rgiddings@spokanecity.org	
bpaschal@spokanecity.org		tbrazington@spokanecity.org	
fleetservicesaccounting@spokanecity.org			



## Agreement No. AQVWLVL2-2025-Spokane-00242

### AIR QUALITY VW EV CHARGING LEVEL 2: CHARGE WHERE YOU ARE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	Level 2 electric vehicle charging equipment purchase and installation
Total Cost:	\$219,000.00
Total Eligible Cost:	\$166,666.67
Ecology Share:	\$100,000.00
Recipient Share:	\$66,666.67
The Effective Date of this Agreement is:	12/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Level 2 electric vehicle charging equipment

#### Project Short Description:

This project will purchase and install ten (10) Level 2 plugs and charging infrastructure to support workplace electric vehicle charging at the City of Spokane Water Department.

#### Project Long Description:

The City of Spokane (city) Water Department will purchase and install ten (10) Level 2 plugs and charging infrastructure to support workplace electric vehicle charging. The city is in need of electrical infrastructure to support additional charge at this site. This would help move the city to more EV being deployed from this location and reducing the overall pollutants in the community.

#### Overall Goal:

- Reduce emissions from transportation in communities susceptible to higher levels of environmental health risk factors
- Increase access across the state to level 2 charging at businesses, multi-unit dwellings, government owned properties,

Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

and other places where residents of Washington spend at least 1-4 hours

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Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

**RECIPIENT INFORMATION**

Organization Name: City of Spokane

Federal Tax ID: 91-6001280

UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd  
Spokane, WA 99201

Organization Email: mpapich@spokanecity.org

Organization Fax: (509) 343-5760

**Contacts**

<b>Project Manager</b>	Brandon Paschal Fleet Analyst  915 N Nelson St City of Spokane, Washington 99202 Email: bpaschal@spokanecity.org Phone: (509) 232-8835
<b>Billing Contact</b>	Brandon Paschal Fleet Analyst  915 N Nelson St City of Spokane, Washington 99202 Email: bpaschal@spokanecity.org Phone: (509) 232-8835
<b>Authorized Signatory</b>	Brandon Paschal Fleet Analyst  915 N Nelson St City of Spokane, Washington 99202 Email: bpaschal@spokanecity.org Phone: (509) 232-8835

ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
AQVW  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: AQVW  
300 Desmond Drive SE  
Lacey, WA 98503

Contacts

<b>Project Manager</b>	Mehjabeen Rahman  PO Box 47600 Olympia, Washington 98504-7600 Email: mrah461@ecy.wa.gov Phone: (360) 764-6303
<b>Financial Manager</b>	Rose Bennett Contracts & Grants Specialist  PO Box 47600 Olympia, Washington 98504-7600 Email: RBEN461@ecy.wa.gov Phone: (360) 819-3456

Agreement No: AQVWLVL2-2025-Spokane-00242  
Project Title: Level 2 electric vehicle charging equipment purchase and installation  
Recipient Name: City of Spokane

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$166,666.67

Task Title: Purchase and Install Charging Infrastructure

### Task Description:

Under this task, the RECIPIENT will purchase and install 10 new level 2 plugs and charging infrastructure to support electric vehicle charging at 914 N Foothills Dr Spokane, WA. This grant will pay for 60% of eligible costs to install the non-public electric vehicle charging stations, up to a maximum of \$10,000 per plug.

Eligible costs must be directly related to the purchase and installation of the level 2 infrastructure. Administrative costs are not eligible for reimbursement under this grant agreement. See page 14 of the grant guidelines for more information.

The RECIPIENT will submit documentation to ECOLOGY of site ownership. If RECIPIENT does not own the site where the charging infrastructure will be installed, RECIPIENT will submit a site-host agreement certifying that RECIPIENT has permission to install and operate charging stations for a minimum of five (5) years on the site.

EV parking spaces must meet the accessibility requirements of the jurisdiction in which the project is located (see more information about the requirements at [www.access-board.gov/files/usab-evse-guide.pdf](http://www.access-board.gov/files/usab-evse-guide.pdf)).

ECOLOGY's grants and cultural resource staff will work with the RECIPIENT to comply with State Cultural Resource Review Requirements under Executive Order 21-02. RECIPIENT will complete and submit a Cultural Resources Review form (provided by ECOLOGY). Please allow at least 60 days for completion of the Cultural Resources Review process.

RECIPIENT will complete and submit any deliverables resulting from the Cultural Resources Review process. The deliverable may be an Inadvertent Discovery Plan, a monitoring plan, or an Archaeological Permit.

RECIPIENT may not begin any activities that cause ground disturbance or have the potential to disturb cultural resources until ECOLOGY has completed the review process and determined the RECIPIENT may proceed.

The RECIPIENT must have a standard procurement process and follow current Washington State procurement laws for the solicitation of bids and the selection of vendors and contractors for the performance of any grant-assisted work. Procurement processes apply to both charging equipment and services for construction and installation. RECIPIENT must provide documentation confirming procurement requirements are followed. Documentation for both equipment and services must include:

- method of vendor notification of bid opportunity
- how many bidders were notified
- evaluation summary of bids received
- award letter or notice of contract award
- awarded contractor name, contract number, date contract was executed

Prior to reimbursement, RECIPIENT must submit via EAGL certification that the charging infrastructure has been installed, activated, and is available for use; photos of the charging infrastructure; invoices confirming full payment has been made for the charging infrastructure; photos of signage or pavement markings demonstrating all parking spaces are reserved for EV charging only; and an Equipment Purchase Report for any item costing more than \$5,000 (submitted via EAGL). Reimbursement is conditional on receipt of any additional information requested by ECOLOGY to clarify or verify the scope of work, project costs, or compliance with state procurement laws.

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Within 30 days of the end of each calendar quarter, the RECIPIENT will submit to ECOLOGY a quarterly Purchase Request/Progress Reports (PRPR) in EAGL.

Task Goal Statement:

The goal of this task is to purchase and install charging infrastructure to support light duty electric vehicle charging.

Task Expected Outcome:

Purchase and install level 2 charging infrastructure.

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Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

**Purchase and Install Charging Infrastructure****Deliverables**

Number	Description	Due Date
1.1	If publicly available, RECIPIENT will register the site on the AFDC charger wayfinding app as “Planned” once grant is executed. RECIPIENT will update information with the AFDC once charging stations are activated and ready for public use	
1.2	RECIPIENT will submit to ECOLOGY the site-host agreement between the RECIPIENT and the site owner to operate the charging infrastructure for a minimum of five (5) years from the date the equipment is operational and open to the public, if the RECIPIENT does not own the site where the charging infrastructure will be installed. This may be submitted with the quarterly PRPR.	
1.3	Prior to any ground disturbances, the RECIPIENT will submit by email a completed Cultural Resources Review Form. Please allow at least 60 days for completion of the Cultural Resources Review process.	
1.4	Prior to any ground disturbances, the RECIPIENT will submit to ECOLOGY any deliverables required by the Cultural Resources Review findings. This may be included in the quarterly PRPR.	
1.5	RECIPIENT will submit documentation of the procurement process used to procure the new charging infrastructure. This may be included in the quarterly PRPR.	
1.6	RECIPIENT will submit documentation of the procurement process used to procure the services for construction and installation. This may be included in the quarterly PRPR.	
1.7	Prior to reimbursement, RECIPIENT will submit photos of charging stations including all operational plugs; onsite signage indicating Electric Vehicle or Plug-in parking only; and anything else deemed necessary, when the charging infrastructure is installed, activated, and available for use. This may be included in the quarterly PRPR.	
1.8	Prior to reimbursement, RECIPIENT will complete and submit an Equipment Purchase Report (EPR) in EAGL for any item costing more than \$5,000.	
1.9	RECIPIENT will complete and submit a Recipient Close-Out Report in EAGL. This must be submitted before ECOLOGY approves the final payment request.	

BUDGET

Funding Distribution EG250140

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: VW EV Level 2 Charging: Charge Where You

Funding Type: Grant

Funding Effective Date: 11/01/2024

Funding Expiration Date: 06/30/2025

Funding Source:

Title: General Fund Private-Local Volkswagen Settlement

Fund: FD

Type: State

Funding Source %: 100%

Description: VW Federal Settlement Funds - Private/Local

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 40%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

VW EV Level 2 Charging: Charge Where You Are	Task Total
Purchase and Install Charging Infrastructure	\$ 166,666.67

Total: \$ 166,666.67

Agreement No: AQVWLVL2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

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**Funding Distribution Summary****Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
VW EV Level 2 Charging: Charge Where You Are	40.00 %	\$ 66,666.67	\$ 100,000.00	\$ 166,666.67
<b>Total</b>		<b>\$ 66,666.67</b>	<b>\$ 100,000.00</b>	<b>\$ 166,666.67</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS****GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY****EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.



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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
  - \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
  - b) Appeal request must be in writing and state the disputed issue(s).
  - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
  - d) ECOLOGY reviews the RECIPIENT's appeal.
  - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
- The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: AQVWLVL2-2025-Spokane-00242  
Project Title: Level 2 electric vehicle charging equipment purchase and installation  
Recipient Name: City of Spokane

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.



Agreement No: AQVWLV2-2025-Spokane-00242

Project Title: Level 2 electric vehicle charging equipment purchase and installation

Recipient Name: City of Spokane

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: AQVWLVL2-2025-Spokane-00242  
Project Title: Level 2 electric vehicle charging equipment purchase and installation  
Recipient Name: City of Spokane

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/11/2025

**Clerk's File #**

OPR 2025-0340

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #**

RFQ#6305.25

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

MASTER

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5100- CONTRACT WITH MEGA WASH FOR CAR WASH SERVICES

**Agenda Wording**

Fleet would like to contract with Mega Wash LLC of Spokane for car wash services.

**Summary (Background)**

An RFQ was issued in February 2025 for car wash services to be used primarily for SPD units. Mega Wash was chosen by a multi-departmental selection committee based on price, quality, and location. Contract is for a term of 5 years from April 1, 2025, to March 31, 2030. Total expenditure is not to exceed \$325,000

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

None identified.

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

Data will not be collected.

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

The bid process supplied data on competitiveness and value.

**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?**

Aligns with City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 325,000	
Current Year Cost		\$ 65,000	
Subsequent Year(s) Cost		\$ 260,000	
<b><u>Narrative</u></b>			
A selection committee unanimously chose Mega Wash based on cost and overall value.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 325,000	# 5100-71700-48348-54201-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		tbrazington@spokanecity.org	
fleetservicesaccounting@spokanecity.org			



**City of Spokane**  
**PERSONAL SERVICE AGREEMENT**  
Title: **CAR WASH SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MEGA WASH, LLC.**, whose address is 1111 Maple Street, Spokane, Washington, 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Car Wash Services, in accordance with RFQ 6305-25, and Company's Response, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on April 1, 2025, and shall run through March 31, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

**3. COMPENSATION / PAYMENT.**

Total compensation for Company's services under this Agreement shall not exceed **THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00)**, and applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and 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.

**4. TAXES, FEES AND LICENSES.**

- A. Company 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 Company'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 Agreement shall be included in the project budgets.

## **5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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.

## **6. 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 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. The Company 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.

## **7. 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.

## **8. INSURANCE.**

During the period of the Agreement, the Company 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, 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.

(Include verbiage if no Worker's Comp: **The Instructor states they are a sole proprietor or partnership with no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. Contractor will provide proof of Workers' Compensation coverage if their status changes.**)

**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 Company's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

#### **10. 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.

#### **11. AUDIT.**

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors 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 Agreement, the federal law shall prevail.

#### **12. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company 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 Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.



### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) 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.

### **14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane 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).

### **16. 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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, 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 Company shall comply with the requirements of this Section.
- C. This Agreement 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 Agreement 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 Company after the time the same shall have become due nor payment to the Company 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 Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 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.

**MEGA WASH, 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 – Certificate Regarding debarment

Exhibit B – Company's Response to RFQ 6305-25

25-071

**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Limited Liability Company

MEGA WASH LLC  
MEGA WASH NORTH  
1111 N MAPLE ST  
SPOKANE WA 99201-1804

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION #604-266-879 - ACTIVE

## CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

## DUTIES OF MINORS:

Ages 16-17: Cashier, Car Wash Attendant. \*MINOR MAY NOT WORK AT HEIGHTS GREATER THAN 10 FT OFF THE GROUND OR FLOOR LEVEL.\*

## LICENSING RESTRICTIONS:

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

Occupations involving exposure to substances which are carcinogenic, corrosive, highly toxic, toxic sensitizers, or that cause reproductive health effects or irreversible end organ damage is prohibited for minors under 18. WAC 296-125-030(25)

## REGISTERED TRADE NAMES:

MEGA WASH NORTH

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: 602666707 001 0002

STATE OF WASHINGTON

Expires: Nov 30, 2025

MEGA WASH LLC  
MEGA WASH NORTH  
1111 N MAPLE ST  
SPOKANE WA 99201-1804

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION #604-266-879 -  
ACTIVE  
SPOKANE GENERAL BUSINESS -  
ACTIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2025

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	CONTACT NAME: Serena Ratcliff
Doty & Giles, Inc.	PHONE (A/C, No, Ext): (509) 924-7755 FAX (A/C, No): (509) 922-0610
1213 North Pines Rd.	E-MAIL ADDRESS: serenar@doty.com
Spokane Valley WA 99206	INSURER(S) AFFORDING COVERAGE
	INSURER A: Mutual of Enumclaw NAIC # 14761
INSURED	INSURER B:
MEGA WASH LLC	INSURER C:
13505 E BROADWAY	INSURER D:
SPOKANE WA 99216	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL2532007531

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP0021318	10/03/2024	10/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 ENHEN \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0021318	10/03/2024	10/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is included as an Additional Insured to the Commercial General Liability if required by written contract. Waiver of Subrogation applies, per written contract

## 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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## Bid Response Summary

**Bid Number** RFQ 6305-25  
**Bid Title** Car Wash Services  
**Due Date** Monday, March 3, 2025 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Mega wash express  
**Submitted By** chrissvoboda789@gmail.com chrissvoboda789@gmail.com - Wednesday, February 26, 2025 5:11:45 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 chrissvoboda789@gmail.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
Payment Terms			
	1.	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
	2.	Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I Acknowledge
Invoicing			
	1.	Invoices will include data representing the vehicles going through the car wash. The data will also include the number of times these vehicles go through the car wash and will be identified by license plate number and window sticker number.	Acknowledge
Reporting			
	1.	Is vendor able to provide reporting; summary and detail of all transactions in .xlsx format? Preferably summary total, summary by license plate and detail of all individual transactions and in an editable excel format.	No

Sales Tax			
	1.	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.	I Acknowledge
Business Registration			
	1.	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier 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.	I Acknowledge
	2.	Suppliers Business Registration No.	602666707
Minimum Specifications			
	1.	Option 1: Auto prep (spray down of vehicle)	Supplied
	1a.	If Exception, please provide Exception information.	
	2.	Option 1: Pre Soak	Supplied
	2a.	If Exception, please provide Exception information.	
	3.	Option 1: Multiple brushes applied to entire vehicle.	Supplied
	3a.	If Exception, please provide Exception information.	
	4.	Option 1: Drying agent	Supplied
	4a.	If Exception, please provide Exception information.	
	5.	Option 2: Auto Prep (spray down of vehicle)	Supplied
	5a.	If Exception, please provide Exception information.	
	6.	Option 2: Pre Soak	Supplied
	6a.	If Exception, please provide Exception information.	
	7.	Option 2: Multiple brushes applied to entire vehicle	Supplied
	7a.	If Exception, please provide Exception information.	
	8.	Option 2: Undercarriage Spray	Supplied
	8a.	If Exception, please provide Exception information.	
	9.	Option 2: Protectant Shield	Supplied



9a.	If Exception, please provide Exception information.	
10.	Option 2: Drying agent	Supplied
10a.	If Exception, please provide Exception information.	
11.	Option 3: Auto Prep (spray down of vehicle)	Supplied
11a.	If Exception, please provide Exception information.	
12.	Option 3: Pre Soak	Supplied
12a.	If Exception, please provide Exception information.	
13.	Option 3: Multiple brushed applied to entire vehicle	Supplied
13a.	If Exception, please provide Exception information.	
14.	Option 3: Undercarriage spray	Supplied
14a.	If Exception, please provide Exception information.	
15.	Option 3: Wheel Cleaner	Supplied
15a.	If Exception, please provide Exception information.	
16.	Option 3: Tire Cleaner	Supplied
16a.	If Exception, please provide Exception information.	
17.	Option 3: Protectant Shield	Supplied
17a.	If Exception, please provide Exception information.	
18.	Option 3: Carnauba Wax	Supplied
18a.	If Exception, please provide Exception information.	
19.	Option 3: Drying Agent	Supplied
19a.	If Exception, please provide Exception information.	
Locations		
1.	List all of your locations in Spokane	17316 e sprague ave veradale wa 99037,1111 n maple st spokane wa 99201,9113 e sinto spokane valley wa 99212.
Terms & Conditions		
1.	All freight charges shall be the responsibility of the winning supplier.	I Acknowledge
2.	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I Acknowledge

6.	Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of quotes.	I Acknowledge
7.	Vendor (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
8.	Vendor (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
10.	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the service.	I Acknowledge
11.	If the service differs from the provisions contained herein, these differences must be explained in detail. Please use 11a to submit detailed information if needed.	ok
11a.	If necessary, provide further detailed information for questions 11.	
12.	Suppliers found to have “overstated” the true ability of their service shall reimburse the City for all costs incurred with acquiring the services that meet the minimum specifications. These costs shall also include legal, rentals, travel, etc.	I Acknowledge

13.	Quoteing Errors: When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.	I Acknowledge
14.	Rejection of Quotes: The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I Acknowledge
15.	Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.	I Acknowledge
1.	List all of the locations you have in Spokane.	1111 n maple st spokane wa 99201
Evaluation of Quotes		
1.	Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I Acknowledge



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/28/2025**Committee Agenda type:** Consent**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2025-0341

**Cross Ref #****Project #****Council Meeting Date:** 05/19/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #****Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

5100- PURCHASE OF BALLISTIC DOOR PANELS FOR SPD VEHICLES

**Agenda Wording**

Fleet Services would like to purchase 86 Angel Armor ballistic door panels for various SPD Vehicles from Dana Safety Supply using previously accepted JAG grant funding.

**Summary (Background)**

SPD was awarded an Edward Byrne Memorial Justice Assistance Grant (JAG) for up to \$96,850 to purchase ballistic door panels for various Police Vehicles. Panels will be purchased from Dana Safety Supply of Greensboro, NC using GSA Contract # GS-07F-0512T. Total cost including sales tax and freight is \$79,131.60. Panels will be installed by Fleet Services.

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

None identified.

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

Data will not be collected.

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

Pricing and quality research was done prior to selecting this product and vendor.

**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?**

Aligns with City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 79,204.20	
Current Year Cost		\$ 79,204.20	
Subsequent Year(s) Cost		\$ \$0	
<b><u>Narrative</u></b>			
Panels will be purchased using a cooperative contract following all City competitive purchasing requirements.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 79,204.20	#	1620-91817-21250-53211-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	BOSTON, MATTHEW		
<b><u>Accounting Manager</u></b>	SCHMITT, KEVIN		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		dhayes@spokanepolice.org	
kschmitt@spokanecity.org			

**AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT  
AND SPOKANE COUNTY IN CONJUNCTION WITH FY22 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT**

<b>1. Grantee</b> City of Spokane Spokane Police Department 1100 W. Mallon Spokane, WA 99260		<b>2. Contract Amount</b>  <p align="center">\$96,850</p>	<b>3. Tax ID#</b> <p align="center">91-6001370</p> <hr/> <b>4. UEI#</b> <p align="center">PDNCLY8MYJN3</p>
<b>5. Grantee Representative</b> Jennifer Hammond Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org		<b>6. County's Representative</b> Heather Arnold Grants Administrator Spokane County 1116 W. Broadway Avenue Spokane, WA 99260-2052 (509) 477-7272 hamold@spokanecounty.org	
<b>7. Grantor ID #</b>	<b>8. Original Grant ID#</b> 15PBJA-22-GG-02188-JAGX	<b>9. Start Date</b> 10/1/2021	<b>10. End Date</b> 9/30/2025
<b>11. Funding Source:</b> <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Federal           <input type="checkbox"/> State           <input type="checkbox"/> Other         </div>			
<b>12. Federal Funds (as applicable)</b>	<b>CFDA #</b> 16.738	<b>Federal Agency:</b> U.S. Department of Justice	
<b>13. Contractor Selection Process: (check all that apply or qualify)</b> <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		<b>14. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/ Individual <input type="checkbox"/> Vendor <input checked="" type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Non - Profit <input type="checkbox"/> For-Profit	
<b>15. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.</b>			
<b>16. The COUNTY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment A Scope of Work, (3) Attachment B Budget, (4) Attachment C Statement of Assurances, (5) Attachment D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment E FFATA, (7) Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment G National Environmental Policy Act, (9) Attachment H Acknowledgement of Allowable and Unallowable Costs, (10) Attachment I Equal Employment Opportunity Plan Certification Form, and (11) Attachment J CCR Registration of Sub-Recipient DUNS Numbers.</b> <p align="center">2/5/2024</p>			
<b>FOR THE GRANTEE:</b> <u>Maggie Yates</u> <u>Garrett Jones</u> Signature Maggie Yates      Date 2/8/2024 Garrett Jones Name Assistant City Administrator Interim City Administrator Title		<b>FOR THE COUNTY:</b> <u>Mary L. Kuney</u> 4.9.2024 Signature      Date <u>Mary L. Kuney</u> Name <u>Chair, BOCC</u> Title	

Approved as to form:

(FACE SHEET) Attest:





## **1. SERVICES**

- 1.1. The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by reference.

## **2. COMPENSATION**

- 2.1. The COUNTY shall reimburse the CITY an amount not to exceed Ninety-Six Thousand Eight Hundred Fifty Dollars (\$96,850) as set forth in Attachment B, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment A. The CITY's reimbursement for services set forth in Attachment A shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment B and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. December's reimbursement request must be received no later than January 10th to be allowable under the grant. A reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is October 30, 2025.

- 2.2. Requests for reimbursement shall be submitted electronically to:

**Matt Descoteaux, Grants & Contracts Specialist**  
**Spokane County**  
**1116 W. Broadway Avenue**  
**Spokane, WA 99260-2052**  
**[mdescoteaux@spokanecounty.org](mailto:mdescoteaux@spokanecounty.org)**

- 2.3. Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY.

## **3. TERM**

- 3.1. The term of this Agreement shall commence as of the date on the Face Sheet and shall terminate on the date on the Face Sheet.

## **4. RELATIONSHIP OF THE PARTIES**

- 4.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved, and the

conduct and control of the activities as set forth in Section No. 1 and described in Attachment A will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

## **5. VENUE STIPULATION**

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

## **6. COMPLIANCE WITH LAWS**

- 6.1. The Parties specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:
- 6.1.1. Audits – 2 CFR Part 200;
  - 6.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
  - 6.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- 6.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200;
- 6.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5
- 6.1.6. U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- 6.1.7. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.
- 6.1.8. Washington State Laws and Regulations
  - 6.1.8.1. Affirmative action, RCW 41.06.020 (11);
  - 6.1.8.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
  - 6.1.8.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
  - 6.1.8.4. Discrimination-human rights commission, Chapter 49.60 RCW;
  - 6.1.8.5. Ethics in public service, Chapter 42.52 RCW;
  - 6.1.8.6. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
  - 6.1.8.7. Open public meetings act, Chapter 42.30 RCW;
  - 6.1.8.8. Public records act, Chapter 42.56 RCW; and
  - 6.1.8.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

## **7. AUDIT**

- 7.1. General Requirements
  - 7.1.1. The CITY shall procure audit services based on the following guidelines.
  - 7.1.2. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
  - 7.1.3. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
  - 7.1.4. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
  - 7.1.5. Responses to any unresolved management findings and disallowed or questioned costs shall be included in the audit report. The CITY must respond to the COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- 7.2. Federal Funds Requirement – 2 CFR Part 200

- 7.2.1. The CITY, if expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:
  - 7.2.1.1. Grantor agency name;
  - 7.2.1.2. Federal agency;
  - 7.2.1.3. Federal program income;
  - 7.2.1.4. Other identifying contract numbers;
  - 7.2.1.5. Catalog of Federal Domestic Assistance (CFDA) number (if applicable);
  - 7.2.1.6. Grantor contract number;
  - 7.2.1.7. Total award amount including amendments (total grant award); and
  - 7.2.1.8. Current year expenditures.
- 7.2.2. If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.
- 7.2.3. The CITY shall include the above audit requirements in any subcontracts.
- 7.2.4. In any case, the CITY's financial records must be available for review by the COUNTY and the Department of Justice.
- 7.3. Documentation Requirements
  - 7.3.1. The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 5 Compensation.
  - 7.3.2. In addition to sending a copy of the audit, when applicable, the CITY must include:
    - 7.3.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY; and
    - 7.3.2.2. Copy of the Management Letter.

## **8. REPORTING REQUIREMENTS**

- 8.1. The CITY will use the BJA Performance Metric (PMT) at <https://ojpsso.ojp.gov/> (or any other performance metric device the Department of Justice institutes during the lifetime of the grant) to submit quarterly performance metrics relevant to their grant program. Logon and password information will be provided by OJP/DOJ. The CITY must submit its performance metrics into the BJA system before the 29th day of the month following the end of the prior quarter ending March 31st, June 30th, September 30th and December 31st.

- 8.2. The CITY must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- 8.3. The CITY shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to COUNTY the FFATA Form which is incorporated by reference and made a part of this Agreement.

**9. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

- 9.1. The CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**10. NON-DISCRIMINATION**

- 10.1. The Parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which GRANTEE will receive payment under the provisions of this Agreement.

**11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- 11.1. During the performance of this Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**12. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE**

- 12.1. In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the CITY, the CITY will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the COUNTY.
- 12.2. The CITY shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

- 12.3. The CITY is required to ensure compliance with this requirement.

**13. NEW CIVIL RIGHTS PROVISION**

- 13.1. The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

**14. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

- 14.1. The CITY must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**15. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)**

- 15.1. The CITY will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the GRANTEE is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the COUNTY indicating that it is not required to develop an EEOP.
- 15.2. If the CITY is required to develop an EEOP but not required to submit the EEOP to the OCR, the CITY will submit a certification to the OCR and the COUNTY certifying that it has an EEOP on file which meets the applicable requirements. If the CITY is awarded a grant of Five Hundred Thousand Dollars (\$500,000) or more and has fifty (50) or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt

from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <https://www.ojp.gov/program/civil-rights/eeop/faqs>.

## **16. NON-SUPPLANTING CERTIFICATION**

- 16.1. No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Grant funds will be used to increase the total amount of funds used to prevent or reduce crime and violence. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.
- 16.2. If the CITY currently has other active awards of federal funds, or if the CITY receives any other award of federal funds during the period of performance for this award, the CITY promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the CITY must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

## **17. APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE**

- 17.1. The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

## **18. INDEMNIFICATION**

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

Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 18.3. The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 18.4. These indemnifications and waiver shall survive the termination of this Agreement.
- 18.5. No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

## 19. INSURANCE

- 19.1. The CITY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
  - 19.1.1. GENERAL LIABILITY INSURANCE: The CITY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.
  - 19.1.2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: "Spokane County, its' officers, agents and employees are named as an additional insured with respect to the 2022 JAG Agreement between the City and Spokane County."
  - 19.1.3. WORKERS COMPENSATION: If the CITY has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the CITY's assurance that coverage is in effect.
  - 19.1.4. PROFESSIONAL LIABILITY INSURANCE: The CITY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 19.2. Any exclusion of the Agreement's insurance coverage requirements must be pre-approved by the Spokane County Risk Management Department. Services under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the COUNTY. The CITY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of



such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the CITY and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the CITY's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 19.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY.
- 19.4. The CITY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY IN CONJUNCTION WITH FY22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT". Upon request, the CITY shall forward to the Risk Management Department the original policy, or endorsement obtained.
- 19.5. Failure of the CITY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 19.6. Providing coverage in the above amounts shall not be construed to relieve the CITY from liability in excess of such amounts.
- 19.7. The CITY shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the CITY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the COUNTY may collect from the CITY the full amount payable to the Industrial Insurance Accident Fund. The COUNTY may deduct the amount owed by the CITY to the accident fund from the amount payable to the CITY by the COUNTY under this Agreement and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CITY.
- 19.8. **Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this section.**

## **20. MAINTENANCE OF RECORDS**

- 20.1. The CITY shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

- 20.2. The CITY shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the COUNTY, personnel duly authorized by the COUNTY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- 20.3. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved and an additional three (3) years beyond resolution.

## **21. TERMINATION FOR CAUSE / SUSPENSION**

- 21.1. In the event COUNTY determines that the CITY failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.
- 21.2. In the alternative, COUNTY upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this Agreement. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to the CITY.
- 21.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by the CITY's actions or negligence. If the Agreement is terminated for cause, the CITY shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original agreement and the replacement agreement, as well as all costs associated with entering into the replacement agreement (i.e., competitive bidding, mailing, advertising, and staff time).

## **22. TERMINATION FOR CONVENIENCE**

- 22.1. Except as otherwise provided in this Agreement, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the COUNTY shall be liable only for payment required under the terms of this Agreement for services rendered prior to the effective date of termination.

## **23. TERMINATION PROCEDURES**

- 23.1. After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:
  - 23.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;

- 23.1.2. Place no further orders for materials, services, or facilities related to the Agreement;
- 23.1.3. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of County; and
- 23.1.3. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.
- 23.2. Upon termination of the Agreement, COUNTY shall pay the CITY for any service provided by the CITY under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur.
- 23.3. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.
- 23.4. Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

## **24. DISPUTE RESOLUTION**

- 24.1. Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.
- 24.2. The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.
- 24.3. The costs of the arbitration panel shall be equally split between the Parties.

## **25. COUNTY REPRESENTATIVE**

- 25.1. The COUNTY hereby appoints, and the CITY hereby accepts the COUNTY's representative, or her designee as identified on the Face Sheet as the COUNTY'S liaison for the purpose of administering this Agreement. The CITY hereby appoints, and

COUNTY hereby accepts the CITY's representative or his/her designee as identified on the Face Sheet as the CITY's liaison for the purpose of administering this Agreement.

**26. WAIVER**

- 26.1. No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

**27. MODIFICATION**

- 27.1. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

**28. NO THIRD-PARTY BENEFICIARIES**

- 28.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

**29. NOTICES**

- 29.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or CITY at the address set forth on the Face Sheet for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

**30. SURVIVAL**

- 30.1. Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

**31. SEVERABILITY**

- 31.1. It is understood and agreed between the Parties that if any parts, terms, or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions

or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed modify to conform to such statutory provision.

## **32. EXECUTION AND APPROVAL**

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

## **33. ACCESS TO DATA**

33. In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Agreement to the COUNTY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

## **34. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

- 34.1. The CITY shall submit to the COUNTY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the CITY's or government's expense, shall contain the following statements:

- 34.1.1. "This project was supported by Grant No. **15PBJA-22-GG-02188-JAGX** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice."

## **35. ALL WRITINGS CONTAINED HEREIN**

- 35.1. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The CITY has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce the CITY to execute the same.

**36. ANTI-KICKBACK**

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

**37. ASSIGNMENT**

- 37.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the CITY without prior written consent of COUNTY.

**38. ATTORNEYS' FEES**

- 38.1. Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce the terms of the Agreement, each party agrees to bear its own attorneys' fees and costs.

**39. AUTHORITY TO OBLIGATE AWARD FUNDS CONTINGENT ON NONINTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT (8 U.S.C. 1373 AND 1644); UNALLOWABLE COSTS; NOTIFICATION**

- 39.1. If the CITY is a "State," a local government, or a "public" institution of higher education:
- 39.1.1. The CITY may not obligate Agreement funds if, at the time of the obligation, the "program or activity" of the CITY (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with Agreement funds is subject to any "information-communication restriction".
  - 39.1.2. In addition, with respect to any project costs it incurs "at risk," the CITY may not obligate award funds to reimburse itself if, at the time it incurs such costs, the program or activity of the CITY (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
  - 39.1.3. Any drawdown of award funds by the CITY shall be considered, for all purposes, to be a material representation by the CITY to OJP that, as of the date the CITY requests the drawdown, the CITY and each subcontractor (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
  - 39.1.4. The CITY must promptly notify the COUNTY (in writing) if the CITY, from its requisite monitoring of compliance with award conditions or otherwise, has

credible evidence that indicates that the funded program or activity of the CITY, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subcontract (at any tier) to a subcontractor that is a State, a local government, or a public institution of higher education must require prompt notification to the COUNTY, should the subcontractor have such credible evidence regarding an information-communication restriction.

- 39.2. Any Agreement, at any tier, to a subcontractor that is a State, a local government, or a public institution of higher education must provide that the subcontractor may not obligate award funds if, at the time of the obligation, the program or activity of the subcontractor (or of any further such subcontractor at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
- 39.3. Absent an express written determination by the COUNTY or DOJ to the contrary, based upon a finding by the COUNTY or DOJ of compelling circumstances (e.g., a small amount of Agreement funds obligated by the CITY at the time of a subcontractor's minor and transitory non-compliance, which was unknown to the CITY despite diligent monitoring), any obligations of Agreement funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, the COUNTY or DOJ will give great weight to evidence submitted by the CITY that demonstrates diligent monitoring of subcontractors compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" Agreement condition.
- 39.4. Rules of Construction
  - 39.4.1. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition; and
  - 39.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

**40. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- 40.1. The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - 40.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - 40.1.2. Have not within a three (3) year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- 40.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- 40.1.4. Have not within a three (3) year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 40.2. Where the CITY is unable to certify to any of the statements in this Agreement, the CITY shall attach an explanation to this Agreement.
- 40.3. The CITY agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- 40.4. The CITY further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### LOWER TIER COVERED TRANSACTIONS

- 40.4.1. The lower tier grantee certifies, by signing this Agreement 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.
- 40.4.2. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.
- 40.5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

#### 41. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 41.1. "Confidential Information" as used in this section includes:
  - 41.1.1. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;
  - 41.1.2. All material produced by the CITY that is designated as "confidential" by COUNTY; and



- 41.1.3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 41.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY and any subgrantee at any tier, must comply with all confidentiality requirements of 34 U.S.C. section 10231 and 28 C.F.R. Part 22, that are applicable to collection, use, and revelation of data or information. The GRANTEE agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.
- 41.3. Unauthorized Use or Disclosure. The CITY shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **42. CONFLICT OF INTEREST**

- 42.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COUNTY may, in its sole discretion, by written notice to the CITY terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CITY in the procurement of, or performance under this AGREEMENT.
- 42.2. Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CITY and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the COUNTY that a conflict of interest exists, the CITY may be disqualified from further consideration for the award of a contract.

- 42.3. In the event this Agreement is terminated as provided above, the COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of a breach of the Agreement by the CITY. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

#### **43. COPYRIGHT PROVISIONS**

- 43.1. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.
- 43.2. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.
- 43.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.
- 43.4. The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.
- 43.5. The CITY understands and agrees that any training or training materials developed or delivered with funding provided through this Agreement must adhere to the OJP Training Principles for Grantees and Subgrantees. The principles are available at <https://www.ojp.gov/training-and-technical-assistance>.

#### **44. COUNTERPARTS**

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

**45. EXPENDITURES PROHIBITED WITHOUT WAIVER**

- 45.1. No funds under this Agreement may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

**46. HEADINGS**

- 46.1. The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

**47. LICENSING, ACCREDITATION, AND REGISTRATION**

- 47.1. The CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

**48. LIMITATION OF AUTHORITY**

- 48.1. Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

**49. LOSS OF FUNDING**

- 49.1. In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

**50. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: 8 U.S.C. 1373 AND 1644; ONGOING COMPLIANCE**

- 50.1. With respect to the "program or activity" funded in whole or part under this Agreement, including any such program or activity of any subcontractor at any tier, throughout the period of performance, no State or local government entity, agency, or official may prohibit or in any way restrict: (1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or agency from sending, requesting or receiving,

maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

- 50.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with the requirements of this condition.
- 50.3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the CITY, or any subcontractor at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
- 50.4. Rules of Construction
  - 50.4.1. For purposes of this condition:
    - 50.4.1.1. State and local government include any agency or other entity thereof, but not any institution of higher education or any Indian tribe;
    - 50.4.1.2. A public institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.");
    - 50.4.1.3. Program or activity means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a);  
Immigration status means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa; and
    - 50.4.1.4. Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the DHS.
  - 50.4.2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
  - 50.4.3. IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**51. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: INTERROGATION OF CERTAIN ALIENS**

- 51.1. SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the CITY accepts this award, and

throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

- 51.1.1. Noninterference with statutory law enforcement access to correctional facilities. Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" within the funded program or activity, no State or local government entity, agency, or official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogating any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
- 51.1.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
- 51.1.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
- 51.1.4. Rules of construction
  - 51.1.4.1. For purposes of this condition:
  - 51.1.4.2. The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3));
  - 51.1.4.3. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7));
  - 51.1.4.4. The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that: (1) is designed to prevent or to significantly delay or complicate; or (2) has the effect of preventing or of significantly delaying or complicating.
- 51.1.5. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

**52. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH  
FEDERAL LAW ENFORCEMENT: NO PUBLIC DISCLOSURE OF CERTAIN LAW  
ENFORCEMENT SENSITIVE INFORMATION**

52.1. SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this Agreement, as of the date the CITY accepts this Agreement, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontracts (at any tier).

52.1.1. Noninterference: No public disclosure of federal law enforcement information, in order to conceal, harbor, or shield. Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

52.1.2. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.

52.1.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, Agreement funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

52.1.4. Rules of construction:

52.1.4.1. For purposes of this condition:

52.1.4.1.1. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3));

52.1.4.1.2. The term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation: (1) through any database; (2) in connection with any law enforcement partnership or task-force; (3) in connection with any request for law enforcement assistance or cooperation; or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

52.1.4.1.3. The term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

52.1.4.1.4. The term "public disclosure" means any communication or release other than one: (a) within the CITY; or (b) to any subcontractor (at any tier) that is a government entity.

52.1.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

**53. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NOTICE OF SCHEDULED RELEASE**

53.1. SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this Agreement, as of the date the CITY accepts the Agreement, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontract at any tier.

53.1.1. Noninterference with "removal" process: Notice of scheduled release date and time. Consonant with federal law enforcement statutes including: 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a ninety (90) day removal period during which the federal government shall detain and then "shall" remove an alien from the U.S. begins no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, agency, or official (including a government-contracted correctional facility) may interfere with the removal process by failing to provide, as early as practicable (see para. 4.C. below), advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

53.1.2. Monitoring: The CITY's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

53.1.3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

53.1.4. Rules of construction:

53.1.4.1. For purposes of this condition:

53.1.4.1.1. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

53.1.4.1.2. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

53.1.4.2. Nothing in this condition shall be understood to authorize or require any CITY, any subcontractor at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

53.1.4.3. Applicability:

53.1.4.3.1. Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

53.1.4.3.2. Current DHS practice is to use the same form for a second, distinct purpose, to request that an individual be detained for up to forty-eight (48) hours after the scheduled release. This condition does not encompass such DHS requests for detention.

53.1.4.4. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award conditions are incorporated by reference as though set forth here in full.

**54. ORDER OF PRECEDENCE:**

54.1. In the event of an inconsistency between the provisions in Agreement, the inconsistency shall be resolved by giving precedence in the following order:

54.1.1. Applicable federal and State of Washington statutes and regulations;

54.1.2. Face Sheet;

54.1.3. Attachment A-Scope of Work; and

54.1.4. Attachment B-Budget.



## **55. POLITICAL ACTIVITIES**

- 55.1. Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.
- 55.2. No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.

## **56. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

- 56.1. The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

## **57. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

- 57.1. A CITY which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Agreement.
- 57.2. The CITY's procurement system should include at least the following:
  - 57.2.1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
  - 57.2.2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
  - 57.2.3. Minimum procedural requirements, as follows:
    - 57.2.3.1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items;
    - 57.2.3.2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items;
    - 57.2.3.3. Positive efforts shall be made to use small and minority-owned businesses;
    - 57.2.3.4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the CITY, but must be appropriate for the particular procurement and for promoting the best interest of the program involved;
    - 57.2.3.5. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
    - 57.2.3.6. Some form of price or cost analysis should be performed in connection with every procurement action;

57.2.3.7. Procurement records and files for purchases shall include all of the following:

- 57.2.3.7.1. GRANTEE's selection or rejection;
- 57.2.3.7.2. The basis for the cost or price; and
- 57.2.3.7.3. Justification for lack of competitive bids if offers are not obtained.
- 57.2.3.7.4. A system for Grant administrator to ensure CITY conformance with terms, conditions and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.
- 57.2.3.7.5. The CITY and subgrantees must receive prior approval from the COUNTY for using funds from this Agreement to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Agreement is expected to exceed \$5,000.

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

## **58. PUBLICITY**

58.1. The CITY agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

## **59. RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE**

59.1. On September 1, 2018, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

59.2. Effective September 1, 2018, any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in material incorporated by reference through conditions, and references set out in other requirements.

## **60. REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS**

60.1. Failure to comply with any one or more of these Agreement requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the

COUNTY or OJP taking appropriate action with respect to the CITY and the agreement. Among other things, the COUNTY may withhold funds, disallow costs, or suspend or terminate this Agreement. The COUNTY may also take other legal action as appropriate.

- 60.2. Any materially false, fictitious, or fraudulent statement to the federal government related to this Agreement (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

#### **61. REQUIREMENTS OF THE AWARD**

- 61.1. The conditions of this Agreement are material requirements of the Agreement. Compliance with any certifications or assurances submitted by or on behalf of the CITY that relate to conduct during the period of performance also is a material requirement of this Agreement.

#### **62. REQUIREMENT TO COLLECT CERTAIN INFORMATION FROM SUBCONTRACTORS**

- 62.1. The CITY may not make a subcontract to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subcontractor responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subcontractor responses must be collected and maintained by the CITY, consistent with regular document retention requirements, and must be made available to the COUNTY or DOJ upon request. Responses to these questions are not required from subcontractors that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

#### **63. REQUIREMENT TO DISCLOSE WHETHER RECIPIENT IS DESIGNATED "HIGH RISK" BY A FEDERAL GRANT-MAKING AGENCY OUTSIDE OF DOJ**

- 63.1. If the CITY is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the CITY must disclose that fact and certain related information to the COUNTY and DOJ by email at [harnold@spokanecounty.org](mailto:harnold@spokanecounty.org) and [jeffrey.felten-green@usdoj.gov](mailto:jeffrey.felten-green@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the CITY's past performance, or other programmatic or financial concerns with the CITY. The CITY's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk; 2. The date the recipient was designated high risk; 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address); and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**64. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)**

- 64.1. The CITY, and any subcontractor at any tier, must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient): 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of Personally Identifiable Information (PII) (2 CFR 200.79) within the scope of an OJP grant-funded program or activity; or 2) uses or operates a Federal information system (OMB Circular A-130). The CITY's breach procedures must include a requirement to report actual or imminent breach of PII to the COUNTY's Program Manager no later than twenty-four (24) hours after an occurrence of an actual breach, or the detection of an imminent breach.

**65. RIGHT OF INSPECTION**

- 65.1. The CITY shall provide right of access to its facilities to the COUNTY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

**66. SITE SECURITY**

- 66.1. While on COUNTY premises, the CITY, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**67. SPECIAL PROVISIONS**

- 67.1. Applicable and attached and incorporated by reference to this Agreement is the following: Attachment C Statement of Assurances; Attachment D Certification Regarding Debarment, Suspension, Ineligibility; Attachment E FFATA; Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment G National Environmental Policy Act; Attachment H Acknowledgment of Allowable and Unallowable Costs; Attachment I Equal Employment Opportunity Plan Certification Form; Attachment J CCR Registration of Sub-Recipient DUNS Numbers, and Washington State Department of Commerce Justice Assistance Grant Subrecipient Compliance Verification.

**68. SUBCONTRACTORS**

- 68.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this Agreement. All subcontractors employed or used by the CITY to provide the services under the terms of this Agreement agree to comply with this Agreement. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

**69. SUBMISSION OF ELIGIBLE RECORDS RELEVANT TO THE NATIONAL INSTANT BACKGROUND CHECK SYSTEM**

- 69.1. Consonant with federal statutes that pertain to firearms and background checks, including 18 U.S.C. 922 and 34 U.S.C. ch. 409, if the GRANTEE, or any subrecipient at any tier, uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the CITY (or subcontractor, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".
- 69.2. In the event of minor and transitory non-compliance, the CITY may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

**70. TAXES**

- 70.1. If this Agreement applies to CITY staff, all payments accrued on account of payroll taxes, unemployment contributions, the CITY income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

## **ATTACHMENT A**

### **SCOPE OF WORK**

The Agreement is to clearly identify the roles and responsibilities of the CITY as they relate to the FY21 Edward Byrne Memorial Justice Assistance (JAG) Grant.

The term of this Agreement is the period within which the project responsibilities of this Agreement shall be performed. The term commences October 1, 2021 and terminates September 30, 2025. The principal purpose of this grant is to provide funding that supports local law enforcement to prevent and reduce crime and violence. Funding from this grant shall be used to purchase equipment to be used for law enforcement purposes. The CITY further agrees to, but not limited to, the following conditions:

1. Support local law enforcement efforts to prevent and reduce crime and violence by purchasing the equipment approved in the application.
2. Work together with the Spokane County to prevent and reduce crime and violence in the City of Spokane and Spokane County.
3. Subject to all administrative and financial requirements under Award Number 15PBJA-22-GG-02188-JAGX forth in the current edition of the Office of Justice Program (OJP) Guide.
4. Submit timely programmatic and performance reports due quarterly and submitted through the BJA Performance Tools website. The reports are considered to be timely filed if submitted no later than the 29<sup>th</sup> of the month following the end of each quarter. In addition to the quarterly reports, semi-annual reports must be timely filed within the JustGrants System website. These reports are considered to be timely filed if submitted no later than the 29<sup>th</sup> of the month following the end of the semi-annual period.
5. Submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
6. Must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
7. Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the GRANTEE's acceptance of the award.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after – (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in JustGrants (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purpose of this condition is available at <http://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

OJP will immediately withhold ("freeze") award funds if the GRANTEE fails to comply with this condition. Failure to comply also may lead OJP to impose additional appropriate conditions on this award.

**ATTACHMENT B**  
**BUDGET**

<b><u>Funding Category</u></b>	<b><u>Computation</u></b>	<b><u>Amount</u></b>
<b>CITY OF SPOKANE POLICE DEPARTMENT</b>		
• Ballistic Panel Kit-Ford Explorer-Level 3+ for both driver & passenger	Qty 36 X \$2690.29	\$96,850.00
<b>Total Budget</b>		<b>\$96,850.00</b>

Approved expenditures for the program as set forth in Attachment A (Scope of Work) must be itemized. Transfer of funds between Project categories must be approved by the COUNTY'S representative listed on the face sheet to this Agreement. Any amendments to the budget must be made in writing and approved by the COUNTY'S representative listed on the face sheet to this Agreement.

**The CITY shall obligate all grant funds prior to June 30, 2025.** Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the COUNTY.

Payment will be on a cost reimbursement basis only.

If eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and elects to use the "de minimis" indirect cost rate, the CITY must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

The CITY and any subcontractor at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appear in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



**Spokane County  
INVOICE VOUCHER**

Subrecipient Number	Award Number	Award Name

**AGENCY NAME**

Spokane County  
Office of Financial Assistance  
Grants Administrator  
1116 W Broadway  
Spokane, WA 99260  
Spokane City

**CLAIMANT (Warrant is to be payable to)**

Spokane Police Dept.  
1100 W. Mallon  
Spokane, WA 99260

*INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.*

*Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane CITY, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.*

BY

(SIGN IN INK)



(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)



RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

## ATTACHMENT C

### STATEMENT OF ASSURANCES

The CITY:

1. The CITY and any subcontractor at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that, for purposes of federal grants administrative requirements, OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
2. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The CITY has sufficient monetary resources to implement and maintain program operations in accordance with this application.
3. Agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
4. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
5. The CITY and any subcontract at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The CITY also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this AGREEMENT, the CITY is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
6. Will comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. In addition to the financial and administrative requirements, will conform to the grant program requirements as stated in BJA program guidance. Agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
7. The CITY and any subcontractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award: 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by: 1) mail direct to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or 2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499

(phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2021 award from the Office of Justice Programs (OJP) and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if recipient does not satisfactorily and promptly address outstanding audit issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
9. The CITY and any subcontractor at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021?msclkid=e4131fc2b06711ec86b7df563f71f296> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the CITY or subrecipient would or might fall within the scope of an appropriations-law restriction, the CITY is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
10. Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
11. Will follow the "Federal Leadership on Reducing Text Messaging While Driving", 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
12. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
13. Must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the JustGrants System to document changes.
14. Agrees to comply with DOJ's Global Justice Information Sharing Initiative guidelines. The CITY and any subgrantee at any tier, must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The CITY and any subgrantee at any tier must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15. Agrees that within one hundred twenty (120) days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four (4) years if multiple OJP awards include this requirement. The required training is available free of charge online through BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the CITY must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
16. Agrees to comply with OJP grant monitoring of this award pursuant to OJP's guidelines, protocols, procedures and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including those related to desk reviews and/or site visits. The CITY agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to the CITY's Agreement. Further the CITY agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in sanctions affecting the CITY's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the CITY's access to grant funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).
17. Agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
18. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
19. Will comply with Title II of the Americans with Disabilities Act of 1990.
20. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
21. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
22. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The CITY further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

23. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the CITY must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
24. The Grantee and any subgrantee at any tier, must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
25. Agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the CITY or individuals defined as employees of the CITY. Details of CITY's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
26. Understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
27. Understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
28. Understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-

acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [http://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](http://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)

29. Understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
30. Understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.prfl>.
31. Understands and agrees that, notwithstanding 2 CFR 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described as follows: a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certification to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List; b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award; c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale. GRANTEE further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
32. If award funds are being drawn down in advance, the CITY (or subgrantee, with respect to a subaward) is required to establish a trust fund account. The CITY (and subgrantee's) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The CITY also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of performance for the award and expend within ninety (90) days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Authorized Signature for the CITY:

Maggie Yates  
SIGNATURE

Maggie Yates  
PRINTED NAME OF SIGNATURE

VALID THROUGH  
2/12/2024  
DATE

Assistant City Administrator  
TITLE

**ATTACHMENT D****DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION  
CERTIFICATION FORM**

NAME <b>XXXXX</b>		Doing business as (DBA) <b>XXXXX</b>	
ADDRESS <b>1100 W Mallon Ave Spokane WA 99260</b>	Applicable Procurement or Solicitation #, if any: <b>XXXXX</b>	WA Uniform Business Identifier (UBI) <b>XXXXX</b>	Federal Employer Tax Identification #: <b>XXXXX</b>
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION.** Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the



certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

<u>Jennifer Hammond</u>	<u>2/12/2024</u>
SIGNATURE	DATE

<u>Jennifer Hammond</u>	<u>Director, Police Business Services</u>
PRINTED NAME OF SIGNATURE	TITLE

## ATTACHMENT E

### FFATA FORM

<b>Subrecipient Agency:</b> City of Spokane		<b>Date Completed:</b>	
<b>Grant and Year:</b> JAG22 2023		<b>Agreement Number:</b> OPR 2023-1211	
<b>Completed by:</b> <u>Kevin Schmitt</u> <i>Name</i>		<b>Accounting Manager</b> <i>Title</i>	<u>509-625-6387</u> <i>Telephone</i>
<b>STEP 1</b>			
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/> GO to Step 2
<b>STEP 2</b>			
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/> STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>			
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/> STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>			
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/> GO to STEP 5
<b>STEP 5</b>			
Executive #1	Name:		
	Total Compensation amount: \$		
Executive #2	Name:		
	Total Compensation amount: \$		
Executive #3	Name:		
	Total Compensation amount: \$		
Executive #4	Name:		
	Total Compensation amount: \$		
Executive #5	Name:		
	Total Compensation amount: \$		
<b>STEP 6</b>			
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>			
City of Spokane does not received 80% or more of its annual gross revenues from federal funding.			

Signature: Kevin Schmitt

Date: 04/02/2024

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

\* Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

## **ATTACHMENT F**

### **RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS**

**October 1, 2021 through September 30, 2025**

No Grantee or subcontractor under this Agreement, or entity that receives a contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Agreement, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this Agreement, the CITY:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the CITY does or is authorized to make subcontracts or contracts under this Agreement:

It represents that:

- It has determined that no other entity that the GRANTEE's application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written

notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

\_\_\_\_\_  
Agency Name

<u>Jennifer Hammond</u>	<u>Director, Police Business Services</u>
Name of Authorized Official	Title

<u>Jennifer Hammond</u>	<u>2/12/2024</u>
Signature of Authorized Official	Date



**ATTACHMENT G****NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

The following information is required from each federal grant recipient. The CITY understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or Environmental Impact Statement, as directed by BJA. The CITY further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to the CITY's Existing Program or Activities: For any Grantee or its subcontractors existing programs or activities that will be funded by this Agreement, the CITY, upon specific request from the COUNTY or BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

The CITY agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the CITY agrees to contact the COUNTY's representative who will contact the BJA for approval.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

- | Yes                      |                                     | Activity   | N/A |
|--------------------------|-------------------------------------|--|-----|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. New Construction  |     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Minor renovation or remodeling of a property either:  |     |
|                          |                                     | a. listed on or eligible for listing on the National Register of Historical Places;  |     |
|                          |                                     | or   |     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species.                   |     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. A renovation, lease, or any proposed use of a building or facility that will either:  |     |
|                          |                                     | a. result in a change in its basic prior use (between industrial, office, residential, etc.); or   |     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. significantly change its size (total structure, not program's portion thereof).   |     |
|                          |                                     | 4. Implementation of a new program involving use of chemicals other than chemicals that are:   |     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. purchased as an incidental component of the funded activity; or   |     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. traditionally used, for example, in office, household, recreational, or educational environments.   |     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. |     |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Justice Assistance Grant funded program/project:

Project: \_\_\_\_\_

Certificate Valid Through (max of 2 years) \_\_\_\_\_

Signature: Jennifer Hammond Date: 2/12/2024

Printed Name: Jennifer Hammond Title: Director, Police Business Services

Representing: \_\_\_\_\_

**ATTACHMENT H****ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS****ALLOWABLE COSTS**

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments A and B of the Agreement, including:

- Operating costs, including:
  - Approved costs of personnel (salaries and benefits, and/or overtime).
  - Overtime
  - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

**UNALLOWABLE COSTS**

Unallowable uses of federal grant funds include:

- |  |  |
|--|--|
| • Body armor/protective vests  | • Losses arising from uncollected accounts |
| • Vehicles, vessels, and aircraft  | • Contributions to a contingency reserve   |
| • Construction   | • Contributions or donations               |
| • Land acquisition   | • Entertainment                            |
| • Automatic and military grade weapons   | • Fines and penalties                      |
| • Victim compensation (direct payment)   | • Interest and other financial costs       |
| • Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized) |  |
| • Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day—excluding travel and per diem)  |  |

The undersigned agrees to the above requirements.

Certificate Valid Through (max of 2 years) \_\_\_\_\_

Signature: Jennifer Hammond Date: 2/12/2024

Printed Name: Jennifer Hammond Title: Director, Police Business Services

Agency: \_\_\_\_\_

**ATTACHMENT I**  
**CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

<b>Recipient's Name:</b> City of Spokane		
<b>Address:</b> 808 W. Spokane Falls Blvd. Spokane, WA 99201		
<b>Is agency a:</b> <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? <b>Law Enforcement Agency?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>DUNS Number:</b> PDNCLY8MYJN3		<b>Vendor Number (only if direct recipient)</b>
<b>Name and Title of Contact Person:</b> Kevin Schmitt; Accounting Manager		
<b>Telephone Number:</b> 509-625-6387		<b>E-Mail Address:</b> kschnitt@spokanecity.org
<b>Section A—Declaration Claiming Complete Exemption from the EEOP Requirement</b>		
<i>Please check all the following boxes that apply.</i>		
<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.
I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services. If recipient sub-grants a single award over \$500,000, in addition, please complete Section D		
<b>Print or Type Name and Title</b>	<b>Signature</b>	<b>Date</b>
<b>Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review</b>		
<i>If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):</i>		
I, <u>Lisa Richards</u> [responsible official], certify that <u>City of Spokane</u> [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:		
<u>City of Spokane</u> [organization]	<u>808 W. Spokane Falls Blvd. Spokane, WA 99201</u> [address]	
<u>Lisa Richards</u> [signature]	<u>[signature]</u> [signature]	<u>4/2/24</u> [date]
<b>Print or Type Name and Title</b>	<b>Signature</b>	<b>Date</b>
<b>Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review</b>		
<i>If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.</i>		
I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.		
<b>Print or Type Name and Title</b>	<b>Signature</b>	<b>Date</b>



# Spokane CITY Office of Financial Assistance

## Compliance Checklist

A. FEDERALLY-MANDATED ACTIVITIES: EQUAL OPPORTUNITY PROGRAM				
	EEOP total exemption criteria:	Yes	No	Comments
1.	EEOP total exemption criteria:			
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b.	Recipient agency is an educational institution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c.	Recipient agency is an Indian Tribe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
d.	Recipient agency is a medical institution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
e.	Recipient agency is a non-profit organization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
f.	Recipient agency's award is less than \$25,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<b>Totally Exempt?</b> Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or "EEOP Required"	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EEOP Required
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<b>Not Totally Exempt:</b>			
3.	If the award is for \$500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4.	Was the EEOP submitted to DOJ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Approval and Expiration dates			Effective Date: 02/29/24 Expiration Date: 02/28/26
6.	EEOP is available for review	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	If the award is for less than \$500,000 EEOP Certification Form has been submitted to DOJ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	EEOP has been formulated and signed into effect within the past two (2) years	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<b>Generic Civil Rights Compliance (Non-EEOP):</b>			
9.	How does the agency notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?			<input checked="" type="checkbox"/> Job Announcements <input checked="" type="checkbox"/> Posters <input type="checkbox"/> Other (specify): <input checked="" type="checkbox"/> Web Site <input checked="" type="checkbox"/> Orientation Training <input checked="" type="checkbox"/> Refresher Training <input checked="" type="checkbox"/> Employee Handbook
10.	How does the agency notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)			<input checked="" type="checkbox"/> Job Announcements <input checked="" type="checkbox"/> Posters <input type="checkbox"/> Other (specify): <input checked="" type="checkbox"/> Web Site <input checked="" type="checkbox"/> Orientation Training <input checked="" type="checkbox"/> Refresher Training <input checked="" type="checkbox"/> Employee Handbook

# Spokane CITY Office of Financial Assistance

## Compliance Checklist

		Yes	No	N/A	Comments
11.	Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights? Explain	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12.	<b>Grievance Procedures – Notification – Training – Point of Contact</b>				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 CFR Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Policy & Procedures <input type="checkbox"/> Employee Handbook <input checked="" type="checkbox"/> Collective Bargaining Agreement <input type="checkbox"/> Other (specify):
b.	Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 CFR Part 42, Subpart G (Who).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Designee's Title: <u>HR Director</u>
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability (How).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Job Announcement <input checked="" type="checkbox"/> Web Site <input checked="" type="checkbox"/> Posters <input type="checkbox"/> Other (specify):
d.	Does the agency conduct any training for its employees on the requirements under federal civil rights laws - Explain	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Orientation Training <input checked="" type="checkbox"/> Refresher Training <input checked="" type="checkbox"/> Employee Handbook <input type="checkbox"/> Other (specify):
13.	<b>Limited English Proficiency</b>				
	Steps has the agency taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Jurisdiction in general <input type="checkbox"/> Assessed LEP population & critical services <input type="checkbox"/> Hiring LEP language proficient speakers <input type="checkbox"/> Training personnel in LEP languages <input type="checkbox"/> Coordinating for LEP speakers in advance <input type="checkbox"/> LEP speakers called upon contact <input type="checkbox"/> Language Line used <input type="checkbox"/> Corresponding common phrase (crib) sheets
14.	Limited English Proficiency (LEP) – Written policy on providing language access to services ( <i>Not a requirement, a question</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Jurisdiction in general <input type="checkbox"/> Law Enforcement
		Yes	No	N/A	Comments



# Spokane CITY Office of Financial Assistance

## Compliance Checklist

15.	Education Program or Activity operated by the agency, has the agency taken the following actions:				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 CFR Part 54, which prohibit discrimination on the basis of sex?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54? (Who)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Designee's Title: <u>HR Director</u>
c.	Notified applicants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16.	Religious Activities, if conducted as part of its program or services:				
a.	Provide services to everyone regardless of religion or religious belief	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b.	Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c.	Ensure that participation in religious activities is voluntary for beneficiaries of federally funded programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17.	Finding/Rulings				
a.	Has the contractor, or its subcontractors/formal participants, had any formal findings or rulings against it or its key officers regarding Equal Opportunity (grounds of race, color, religion, national origin, or sex), within the last two years? - Explain if Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b.	Was DOJ (or Task Force Lead agency) and USDOJ Office of Civil Rights promptly notified of any finding?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c.	Corrective action, as negotiated or directed, been implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>B. DRUG-FREE WORKPLACE</b>					
19.	Does the agency have a Drug-Free Workplace policy in place?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20.	Who administers the Drug-Free Workplace Program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Office or Position Title: <u>HR Director</u>
		Yes	No	N/A	Comments

# Spokane CITY Office of Financial Assistance

## Compliance Checklist

21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Do violations result in: • Termination • Penalties • Rehabilitation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Has any employee of the contractor, or its subcontractors/formal participants, been convicted of a criminal drug offense on the job or premises, within the last two years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24.	Was DOJ (or Task Force lead agency) notified promptly (within 5 days, BJA within 10 days of the conviction)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25.	Was appropriate personnel action taken within 30 days?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>C. CONFLICT OF INTEREST</b>				
26.	Has any allegation or finding of Conflict of Interest been made against any employee or official of the contractor, or its subcontractors/formal participants, in relation to the grant within the last two years? (Limit response to project's personnel, supervisors and policy chain)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
27.	Was DOJ (or Task Force lead agency) notified promptly (within 30 days, if actively investigated, after conclusion of the investigation)?			<input checked="" type="checkbox"/>
28.	Describe the allegation or finding			<input checked="" type="checkbox"/>

Certification: The undersigned certifies that the above is a true representation of the Civil Rights and other issues covered by this checklist for City (responding City, County, or Tribal jurisdiction):

Lisa Richman 4/22/24  
Signature (of Human Resources/Personnel Respondent) Date

Michelle Murray 04/04/24  
Signature (of grant activity coordinator (Items 13, 14, 17 & 21-27)) Date

Lisa Richman  
Printed Name & Title of Respondent

Director of Accounting and ( )  
Printed Name & Title of Respondent

NOTE: Project coordinator/liaison for the grant supported activity (right signature block) should respond to questions with color accented line numbers (13, 14, 17, and 23-27) as in some jurisdictions these events are not consistently reported to Human Resources/Personnel.

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	567374-F
<b>Customer No.</b>	SPOKANE WA

Bill To
CITY OF SPOKANE 1100 W Mallon Ave Spokane, WA 99260 United States

Ship To
CITY OF SPOKANE 915 N Nelson St Spokane, WA 99202 United States

**Contact:** Dan Hayes  
**Telephone:** 509-625-4068

**E-mail:** DHayes@SpokanePolice.Org

**Contact:** Dan Hayes  
**Telephone:** 509-625-4068

**E-mail:** DHayes@SpokanePolice.Org

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
02/27/25	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Bobby Courson			Bobby Courson- Montana		Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	GSA CONTRACT # GS-07F-0512T SCHEDULE MAS Warehouse: DROP			0.0000	0.00
1	1	N	INFO ARMOR Warehouse: DROP I WILL OUTLINE ALL THE VEHICLES BELOW.			0.0000	0.00
1	1	N	INFO Tahoe lvl III+ Warehouse: DROP QTY:2 2025 TAHOE lvl III+			0.0000	0.00
2	2	Y	01-00405 ANGEL ARMOR 21+ TAHOE FRONT DRIVER SIDE Warehouse: DROP			1,549.0000	3,098.00
2	2	Y	01-00406 ANGEL ARMOR CHEVY TAHOE FRONT PASSENGER SIDE Warehouse: DROP			1,549.0000	3,098.00
1	1	N	INFO Ford Explorer PIU 2020+ Warehouse: DROP QTY:20 2020 Explorer QTY:2 2025 Explorer			0.0000	0.00

<b>Print Date</b>	03/31/25
<b>Print Time</b>	06:37:58 PM
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Entered By			Salesperson	Ordered By	Resale Number	
Bobby Courson			Bobby Courson- Montana	Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
22	22	Y	01-00339 ANGEL ARMOR 2020+ FORD PIU DRIVER DOOR IIIA Warehouse: DROP		792.4000	17,432.80
22	22	Y	01-00340 ANGEL ARMOR 2020+ FORD PIU PASSENGER DOOR IIIA Warehouse: DROP		792.4000	17,432.80
1	1	N	INFO Ford Explorer PIU 2013-2019 Warehouse: DROP QTY:2 2017 Explorer		0.0000	0.00
2	2	Y	01-00001 ANGEL ARMOR FORD LEVEL IIIA (2013-2019) Warehouse: DROP		792.4000	1,584.80
2	2	Y	01-00002 ANGEL ARMOR Passenger side IIIA 2013-2019 Warehouse: DROP		792.4000	1,584.80
1	1	N	INFO Ford F-150 2015+ Warehouse: DROP QTY:1 2023 FRONT AND REAR DOORS QTY:3 2023 FRONT DOORS QTY:1 2021 FRONT DOORS TOTAL: 5 FRONT DOOR SETS, 1 REAR DOOR SET		0.0000	0.00

<b>Print Date</b>	03/31/25
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Entered By			Salesperson	Ordered By	Resale Number	
Bobby Courson			Bobby Courson- Montana	Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	Y	01-00046 ANGEL ARMOR DRIVER DOOR LEVEL IIIA PANEL Warehouse: DROP		792.4000	3,962.00
5	5	Y	01-00047 ANGEL ARMOR PASSENGER IIIA Warehouse: DROP		792.4000	3,962.00
1	1	Y	01-00521 ANGEL ARMOR REAR, DRIVER SIDE IIIA Warehouse: DROP		792.4000	792.40
1	1	Y	01-00522 ANGEL ARMOR REAR,PASS SIDE IIIA Warehouse: DROP		792.4000	792.40
1	1	N	INFO CHEVY TAHOE/SUBURBAN 2015-2020 Warehouse: DROP QTY:2 2019 TAHOE REAR DOORS QTY:2 2018 TAHOE FRONT AND REAR DOORS QTY:1 2018 TAHOE FRONT DOORS QTY:1 2015 SUBURBAN FRONT AND REAR DOORS TOTAL: QTY: 4 FRONT DOOR SETS , QTY:5 REAR DOOR SETS		0.0000	0.00
4	4	Y	01-00014 ANGEL ARMOR DRIVER DOOR LEVEL IIIA PANEL Warehouse: DROP		792.4000	3,169.60

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Continued on Next Page

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

**Telephone:** 800-847-8762

<b>Sales Quote No.</b>	567374-F
<b>Customer No.</b>	SPOKANE WA

Bill To
CITY OF SPOKANE 1100 W Mallon Ave Spokane, WA 99260 United States

Ship To
CITY OF SPOKANE 915 N Nelson St Spokane, WA 99202 United States

**Contact:** Dan Hayes  
**Telephone:** 509-625-4068

**E-mail:** DHayes@SpokanePolice.Org

**Contact:** Dan Hayes  
**Telephone:** 509-625-4068

**E-mail:** DHayes@SpokanePolice.Org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/27/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Bobby Courson		Bobby Courson- Montana		Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	01-00015 ANGEL ARMOR PASS. DOOR PANEL LEVEL IIIA Warehouse: DROP		792.4000	3,169.60
5	5	Y	01-00068 ANGELA REAR DRIVER BALLISTIC DOOR PANEL 15-20 TAHOE Warehouse: DROP		792.4000	3,962.00
5	5	Y	01-00069 ANGELA REAR PASSANGER BALLISTIC DOOR PANEL 15-20 TAHOE Warehouse: DROP		792.4000	3,962.00
1	1	N	INFO CHEVY TAHOE/SUBURBAN 2021+ Warehouse: DROP		0.0000	0.00
2	2	Y	CHEVY TAHOE 2021 - QTY:2 2025 TAHOE REAR DOORS 01-00387 ANGELARMOR 2021 TAHOE Newer- DRIVER REAR Warehouse: DROP  01-00354 Chevy, Tahoe PPV, Level IIIA Front Door, Driver Side (2021 - Newer)		792.4000	1,584.80

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DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

# Sales Quote

Telephone: 800-847-8762

Sales Quote No.	567374-F
Customer No.	SPOKANE WA

Bill To
CITY OF SPOKANE 1100 W Mallon Ave Spokane, WA 99260 United States

Ship To
CITY OF SPOKANE 915 N Nelson St Spokane, WA 99202 United States

Contact: Dan Hayes  
Telephone: 509-625-4068

E-mail: DHayes@SpokanePolice.Org

Contact: Dan Hayes  
Telephone: 509-625-4068

E-mail: DHayes@SpokanePolice.Org

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/27/25	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Bobby Courson			Bobby Courson- Montana	Dan Hayes		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	<div>01-00388</div> <div>ANGELARMOR PASSENGER REAR PANEL, TAHOE/SILVERADO</div> <div>Warehouse: DROP</div> <div>Level IIIA Passenger Rear</div> <div>2019+ Chevrolet/GMC 1500/2500</div> <div>2021+ Chevrolet/GMC TAHOE/SUBURBAN</div> <div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>		792.4000	1,584.80

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Subtotal	71,172.80
Freight	1,425.00
9.000 % Sales Tax	6,533.80
Order Total	79,131.60



# DANA SAFETY SUPPLY, INC.

Unique Entity ID <b>FDNXL5D5KUF3</b>	CAGE / NCAGE <b>66FR2</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Aug 30, 2025</b>	
Physical Address <b>561 Stevens ST Jacksonville, Florida 32254-6622 United States</b>	Mailing Address <b>4809 Koger BLVD. Greensboro, North Carolina 27407-2669 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 04</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>https://danasafetysupply.com/</b>

## Registration Dates

Activation Date <b>Sep 4, 2024</b>	Submission Date <b>Aug 30, 2024</b>	Initial Registration Date <b>Nov 1, 2010</b>
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## Entity Dates

Entity Start Date <b>Jan 4, 2010</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 66FR2

Points of Contact


Electronic Business

 Wanda J. Hobbs, Chief Operations Officer	4809 Koger BLVD Greensboro, North Carolina 27407 United States
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Government Business

 David Simons	3810A West Osborne AVE Tampa, Florida 33614 United States
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Past Performance

 DAVID G Simons, Dir. Special Projects	5221 West Market ST. Greensboro, North Carolina 27409 United States
MARK SEVIGNY	5221 West Market ST. Greensboro, North Carolina 27409 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	334290	Other Communications Equipment Manufacturing
	315250	Cut And Sew Apparel Manufacturing (Except Contractors)
	332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
	336320	Motor Vehicle Electrical And Electronic Equipment Manufacturing
	337215	Showcase, Partition, Shelving, And Locker Manufacturing
	339113	Surgical Appliance And Supplies Manufacturing

Disaster Response

This entity does not appear in the disaster response registry.