

# THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



## AGENDA FOR 12:00 P.M. MONDAY, JUNE 23, 2025

The Spokane City Council's Finance and Administration Committee meeting will be held at **12:00 PM June 23, 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>

## **UPDATED AGENDA**

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

### **II. Discussion Items**

1. 0650 - SBO – COMMERCE GRANT CLIMATE PLANNING PHASE 2 - MAREN MURPHY (5 minutes)
2. 0520 ORDINANCE RELATING TO IMPREST FUNDS AMENDING CHAPTER 07.03 OF THE SMC - ADAM MCDANIEL (5 minutes)
3. ORDINANCE RELATING PUBLIC WORKS PROJECTS ABOVE \$5 MILLION - PAUL DILLON (10 minutes)
4. ORDINANCE RELATING TO ALCOHOL SIGNAGE - CM PAUL DILLON (10 minutes)
5. RESOLUTION SETTING BUDGET PRIORITIES - CHRIS WRIGHT (10 minutes)
6. UPDATE ON ARPA FUNDED LANGUAGE ACCESS WORK FROM WEB AND OCREI - JERRALL HAYNES (15 minutes)
7. LETTER FROM SERS BOARD CHAIR - CHRISTINE SHISLER (10 minutes)
8. RESOLUTION APPOINTING NEW MEMBER TO CITY COUNCIL - GIACOBBE BYRD (5 minutes)
9. RESOLUTION RELATING TO PROCUREMENT TO IMPROVE PARTICIPATION - ALEX GIBILISCO (10 minutes)
10. 1680- 1590 SERVICES RFP- URGENT HUD CERTIFIED HOUSING COUNSELOR RFP - DAWN KINDER (10 minutes)
11. 0410 - SAO ENTRENANCE CONFERENCE - MATT BOSTON (15 minutes)
12. ORDINANCE AMENDING LANGUAGE ACCESS TIMELINES - CHRIS WRIGHT (10 minutes)
13. HOMELESSNESS ORDINANCE DISCUSSION - DILLON (15 minutes)
14. STAFF REPORTS - Varies (15 minutes)

### **III. Consent Items**

1. 5830 ALLIANT INSURANCE SERVICES FOR EMPLOYEE BENEFITS CONTRACT RENEWAL (HUMAN RESOURCES)
2. 0650 - ACCEPTANCE OF WA COMMERCE FUNDS OF \$280,000 FOR PHASE 2 CLIMATE PLAN (PLANNING & ECONOMIC DEVELOPMENT)

3. 5300 - DATA CENTER USE AGREEMENT (INFORMATION TECHNOLOGY)
4. 5100- CONTRACT AMENDMENT WITH DOBBS PETERBILT (FLEET SERVICES)
5. 5100 - CONTRACT AMENDMENT WITH SWS EQUIPMENT (FLEET SERVICES)
6. 5100 - CONTRACT AMENDMENT WITH RWC GROUP (FLEET SERVICES)
7. 5100 - CONTRACT AMENDMENT WITH POMP'S TIRE (FLEET SERVICES)
8. 5100 - CONTRACT AMENDMENT WITH KENWORTH SALES (FLEET SERVICES)
9. 5800 SETTLEMENT RESOLUTION (CITY ATTORNEY)

**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 **12:00 PM. July 28, 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 Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ddecorde@spokanecity.org](mailto:ddecorde@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources 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:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/21/2025**Submitting Dept**

PLANNING &amp; ECONOMIC

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

MAREN X6737

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

MMURPHY@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON KKLITZKE

**Sponsoring at Administrators Request**

NO

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

0650 - SBO – COMMERCE GRANT CLIMATE PLANNING PHASE 2

**Agenda Wording**

The Commerce grant aligns with the State biennium for 2025-2027, beginning July 1. The application for funding was not available until Q2 2025. The request is needed to accept the grant funds to establish a budget to continue working on climate planning.

**Summary (Background)**

Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a biennial budget for the City of Spokane", and amending it to accept the Commerce Climate Planning Phase 2 Grant, and declaring an emergency.

**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? NO			
Total Cost		\$ 280,000	
Current Year Cost		\$ 280,000	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 280,000	#	1360-94175-99999-33442-20269
Expense	\$ 280,000	#	1360-94175-58700-54201-20269
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>			
This is the second and last funding for climate planning.			
<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>	GARDNER, SPENCER	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<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>			
		tblack@spokanecity.org	
jstratton@spokanecity.org		nzollinger@spokanecity.org	
klouden@spokanecity.org		mharrington@spokanecity.org	
sgardner@spokanecity.org		smacdonald@spokanecity.org	
eking@spokanecity.org		mmurphy@spokanecity.org	

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

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT THE COMMERCE CLIMATE PLANNING PHASE 2 GRANT, AND DECLARING AN EMERGENCY.

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 Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$280,000.
  - A) Of the increased revenue, \$280,000 is provided solely for grant funding awarded by the Department of Commerce for the Planning department.
- 2) Increase appropriation by \$280,000.
  - A) Of the increased appropriation, \$280,000 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 award and acceptance of the Dept. of Commerce's climate planning phase two grant, 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:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/13/2025

**Clerk's File #**

ORD C36722

**Cross Ref #****Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

MAYOR

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

ADAM 6779

**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**

0520 ORDINANCE RELATING TO IMPREST FUNDS AMENDING CHAPTER 07.03

**Agenda Wording**

This ordinance repeals closed accounts.

**Summary (Background)**

City departments utilize fixed-amount imprest accounts for making routine cash payments.

**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?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
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>Dept Head</b>	SCOTT, ALEXANDER
<b>Division Director</b>	
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
	amcdaniel@spokanecity.org
cbaird@spokanecity.org	jhall@spokanecity.org

**ORDINANCE NO. C - \_\_\_\_\_**

An ordinance relating to Imprest Funds; amending Sections 07.03.020, 07.03.040; Repealing Sections 07.03.050, 07.03.060, 07.03.070, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.110, 07.03.112, 07.03.120, 07.03.121, 07.03.122, 07.03.123, 07.03.150, 07.03.151, 07.03.152, 07.03.153, 07.03.154, 07.03.155, 07.03.162, 07.03.170, 07.03.171, 07.03.190, 07.03.200, and 07.03.230 of the Spokane Municipal Code.

**WHEREAS**, certain City departments utilize fixed-amount imprest accounts for making routine cash payments; and

**WHEREAS**, the last review and update to this ordinance was ten years ago; and

**WHEREAS**, after review by Administration staff, this ordinance repeals closed accounts, places each fund into a table, and updates position titles.

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

**Section 1.** That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

**Section 07.03.020 Amount**

A. The amount of any imprest fund shall not exceed the amount fixed in the ((establishing ordinance-)) table below:

<b>Department</b>	<b>Amount not to exceed</b>
Accounting and Grants Department Imprest Fund	\$1,000.00
City Attorney Imprest Fund	\$1,000.00
Development Services Center Imprest Fund	\$1,500.00
My Spokane Imprest Fund	\$4,800.00
Parks and Recreation Imprest Fund	\$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	\$25,000.00
Risk Management Imprest Fund	\$300,000.00
Solid Waste Collection Department Imprest Fund	\$200.00
Solid Waste Disposal Department Imprest Fund	\$9,000.00
Spokane Fire Department Imprest Fund	\$700.00
Spokane Municipal Court Imprest Fund	\$1,300.00
Spokane Municipal Court Imprest Fund – Parking Violations	\$300.00
Spokane Police Department Imprest Fund – Administration	\$1,500.00
Spokane Police Department Imprest Fund – Investigations	\$60,000.00
Spokane Police Department Imprest Fund - Patrol Anti-Crime Team (PACT)	\$10,000.00

Spokane Police Department Imprest Fund – Records	\$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	\$20,000.00
Spokane Public Library – Imprest Fund	\$3,000.00
Spokane Public Library – Travel Expense Cash Advance Fund	\$10,000.00
Street Department Imprest Fund	\$500.00
Water and Hydroelectric Services Department Imprest Fund	\$1,000.00

B. The ((~~mayor~~)) Mayor may increase, subject to subsection (A) of this section, or decrease the amount in an imprest fund from time to time.

**Section 2.** That Section 07.03.040 of the Spokane Municipal Code is amended to read as follows:

**Section 07.03.040 Rules and Regulations**

- A. The ((~~accounting and grants director~~)) Director of Accounting establishes in writing rules and regulations regarding disbursement, replenishment, accounting, and use of imprest funds.
- B. The ((~~accounting and grants director~~)) Director of Accounting authorizes travel advances and adopts the rules and regulations for authorization, documentation, accounting, and recovery of unspent advances, in accordance with state statutes and regulations.

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:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/19/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

CITY COUNCIL

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

PAUL DILLON 625-6254

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

PDILLON@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

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

ORDINANCE RELATING PUBLIC WORKS PROJECTS ABOVE \$5 MILLION

**Agenda Wording**

Ordinance titled "Public Dollars For Public Benefit," relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

**Summary (Background)**

This ordinance is titled "Public Dollars For Public Benefit," and relates to City public works projects, develops a model community workforce agreement and priority hiring policy to promote training and career opportunities for individuals in the construction trades; establishes priorities for the hiring of residents in economically distressed areas; and directs the Finance Department to execute a project labor agreement for public works projects estimated to cost \$5 million or more.

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

Not yet analyzed, although the ordinance is expected to improve job opportunities among individuals in historically excluded communities on public works projects.

**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 fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

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

Not fully analyzed, although the ordinance calls for annual reporting to the Mayor and council that will presumably include such data.

**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 yet analyzed

**Council Subcommittee Review**

Not applicable

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
There is anticipated to be administrative costs associated with this ordinance, but those costs have not been analyzed as yet	
<b>Amount</b>	<b>Budget Account</b>
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>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<u>Dept Head</u>	<b>Additional Approvals</b>
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	

**ORDINANCE NO. C36723-**

An ordinance titled “Public Dollars For Public Benefit,” relating to City public works; enacting a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code, and setting an effective date.

**WHEREAS**, the City of Spokane funds and contracts for construction projects to construct, repair and maintain municipal facilities and infrastructure; and

**WHEREAS**, the City of Spokane protects the City and public interest by ensuring all such projects under its purview are constructed and administered in accordance with plans, specifications, contract provisions, and provisions protecting the social and economic justice policies of the City; and

**WHEREAS**, the City of Spokane will continue major construction project bids and awards in future years; and

**WHEREAS**, Washington is facing a critical workforce gap in an economy where the state is poised to see growing demand for eligible employees trained in industry sectors, specifically construction and skilled trades; and

**WHEREAS**, the City of Spokane is a strong supporter of and has found construction job training programs, including apprentice and pre-apprenticeship programs, to be an effective way to prepare individuals for entry into construction jobs, and to ensure women, people of color, and otherwise vulnerable individuals, particularly those who are Spokane residents, can acquire the necessary job skills and be prepared to successfully pursue construction careers; and

**WHEREAS** the City of Spokane supports the aspirations and wellbeing of all of our families and creating increased opportunities for all of our children to work, play and stay in Spokane; and

**WHEREAS**, the City of Spokane commits to the participating in the training of the workforce of tomorrow, ensuring equal opportunity and access for underrepresented communities seeking to develop job skills in the building trades, and creating and building a sustainable environment that improves the health of our families, our workforce, and our community; and

**WHEREAS**, the City of Spokane is committed to strengthening the promise of the “Helmets to Hardhats” strategy to provide increased employment opportunities for veterans; and

**WHEREAS**, the City Council seeks to increase and enhance the skilled construction labor force for City public works, utilizing a Project Labor Agreement (PLA) and strategies to recruit individuals who are underrepresented in the construction trades into training and job placements especially those individuals residing in economically distressed areas of Spokane; and

**WHEREAS**, Community Workforce Agreements and Project Labor Agreements are known to prevent waste, maximize public return, ensure equity while delivering measurable benefits to workers, communities, and taxpayers; and

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

**Section 1.** That a new Article XI, Chapter 07.06.800 of the Spokane Municipal Code is created to read as follows:

**Article XI – Priority Hire Program**

**Section 07.06.800 Title and Intent**

**Section 07.06.810 Definitions**

**Section 07.06.820 Community Workforce Agreement**

**Section 7.06.830 Priority Hire Program**

**Section 07.06.840 Project labor Agreement**

**Section 07.06.850 Program Evaluation**

**Section 07.06.860 Program Compliance**

**Section 07.06.870 Exceptions and Waivers**

**Section 07.06.880 Regulations**

**Section 07.06.800 Title and Intent**

This Chapter 07.06.800 shall be known as the “Public Dollars For Public Benefit Act”. The intent of this act is to develop a model community workforce agreement and priority hire policy to promote training and career opportunities for individuals in the construction trades and to establish priorities for the hiring of residents in economically distressed areas. The City is directed to execute a project labor agreement for public works projects estimated to cost \$5 million or more.

**Section 07.06.810 Definitions**

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- A. "Apprentice" means a person who has signed a written apprenticeship agreement with and enrolled in an active registered apprenticeship program approved by the Washington state Apprenticeship and Training Council.
- B. "Community workforce agreement" means an executed agreement signed by the City of Spokane, and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable, under this chapter. The community workforce agreement is a project labor agreement for a single construction project that contains terms and conditions for priority hiring and preferred entry requirements.
- C. "Contractor" means a person or business entity that enters into a contract with the city or a subcontractor performing services under such a contract. A contractor employs individuals to perform work on construction projects, including general contractors, subcontractors of all tiers and both union and nonunion entities.
- D. "Economically distressed area" means a geographic area within the City of Spokane, as defined zip code, and found by the city to be in the top thirty percent of all zip codes in the City of Spokane in terms of the concentration of individuals who meet at least two of the following criteria:
  - a. have income at or below two hundred percent of the federal poverty level;
  - b. are unemployed;
  - c. or are at least twenty-five years old and without a college degree.The City may add zip codes that meet these criteria for construction projects that are part of the city's wastewater service area in the City of Spokane. The City may adjust the list of economically distressed areas in order to enhance regional uniformity with other local jurisdictions implementing priority hire programs.
- E. "Good faith efforts" means a reasonable and sincere effort made by the contractor and its subcontractor to meet the established apprentice requirement, priority hiring requirement and other hiring goals.
- F. "Helmets to Hardhats" means the nationwide program that is administered by the Center for Military Recruitment, Assessment and Veterans Employment, a nonprofit corporation that connects National Guard, Reserve, retired and transitioning active-duty military service members with skilled training and quality career opportunities in the construction industry.
- G. "Journey level" means that an individual has successfully completed a State approved apprenticeship program and has the necessary skills and knowledge of

an occupation, or documented on-the-job work experience, that is recognized by any combination of a State registration agency or a Federal registration agency. To be “journey level”, practical experience must be equal to or greater than the term of the apprenticeship.

- H. “Labor hours” refers to the total number of hours worked by workers receiving an hourly wage who are directly employed by the contractor and all subcontractors on a county public works project.
- I. “Model community workforce agreement” means a standardized project labor agreement that would be anticipated to apply to all construction projects required to utilize priority hire under this chapter and sets forth terms and conditions for hiring requirements to include priority hire workers, signed by the city and representatives of the NE Washington/N Idaho Building & Construction Trades Council, and other labor organizations, as applicable.
- J. “Pre-apprentice graduate” means an individual who successfully completed a State recognized pre-apprenticeship program and is readily available to enter a registered apprenticeship program or has been accepted into a Washington State registered apprenticeship program, including individuals who are completing the first or second year of apprenticeship training.
- K. “Pre-apprenticeship program” means an education-based apprenticeship preparation program that is formally recognized by the Washington State Apprenticeship and Training Council and endorsed by one or more registered apprenticeship sponsor with a focus on educating and training students to meet or exceed minimum qualifications for entry into a registered apprenticeship program.
- L. “Pre-construction meeting” means a meeting held between the City, builders, contractors, subcontractors, and other essential personnel prior to a construction project’s start date to go over important information, such as, but not limited to project timelines, permits, goals, establishing of authority, communication, responsibility clarification, schedules, cost estimates, quality control, key stakeholders, and job site safety.
- M. “Preferred entry” means a program provided as part of a project labor agreement or a community workforce agreement that allows pre-apprentice graduates and veterans entry into a registered apprenticeship program ahead of other applicants.
- N. “Priority hire program” means the program created in this chapter to prioritize the recruitment and placement of priority hire workers for training and employment in the construction trades on public works projects where the estimated cost to construct is over five million dollars.

- O. "Priority hire worker" means an individual prioritized for recruitment, training, and employment opportunities because the individual is:
1. a resident of an economically distressed area;
  2. A graduate of a pre-apprenticeship preparation educational and hands-on training course (or equivalent); or
  3. A person of color, woman, formerly justice-involved, tribal member, formerly unhoused, or veteran.
- P. "Project labor agreement" means an executed agreement between the city or designee, on behalf of the city, and one or more labor unions that represent workers who typically perform on city public works projects, that provide standards for work hours, wages, working conditions, safety conditions, union representation, apprenticeship requirements and settlement of disputes procedures.
- Q. "Public works" or "public works project" refers to city construction projects, including parks and libraries, with an estimated cost to construct of five million dollars (\$5,000,000) or more. Public works contracts shall not be fragmented to avoid the requirements of this chapter.
- R. "Registered apprenticeship program" means an apprenticeship program that is approved by the Washington State Apprenticeship and Training Council. Registered apprenticeship programs may include both union and non-union programs.

### **Section 07.06.820 Model Community Workforce Agreement**

- A. The City of Spokane shall develop a model community workforce agreement and shall make a good faith effort to negotiate and execute the model community workforce agreement for each public works construction project requiring the utilization of priority hire under this chapter. The model community workforce agreement shall:
1. Include terms and conditions for the utilization of priority hire and preferred entry workers;
  2. Require that a minimum twenty percent (20%) of all priority hire labor hours in each trade on a construction project requiring the utilization of priority hire under this chapter be performed by a combination of preferred entry and priority hire candidates. Labor hours completed by priority hire and preferred entry apprentices pursuant to a community workforce agreement may also be counted towards fulfillment of

apprenticeship labor hour requirements under an apprentice utilization plan as described in SMC 07.06.750;

3. Include provisions for pre-construction meetings;
4. Include provisions to ensure a respectful workplace that is inclusive and focuses on nondiscrimination and antiharassment behaviors and provides procedures for workers to address concerns;
5. Include provision for the recruitment, retention and mentoring of construction workers, including priority hire and preferred entry workers, and workers who reside in the City of Spokane as they advance from apprentice positions into journey level positions;
6. Include an order of precedence provision that includes any applicable collective bargaining agreements in the order of precedence after the model community workforce agreement;
7. Where free and ample parking is not available at a public works construction project, include provisions to ensure vehicle parking at or nearby, or alternatively, at a dedicated parking area from which the contractor provides transportation, all at no cost to workers;
8. Include provisions to ensure access to childcare and/or a plan to provide affordable childcare for workers;
9. Be structured so as to streamline paperwork and reporting requirements; and
10. Include a multi-employer retirement plan and full family medical plan for workers.

- B. If the City of Spokane is unable to negotiate and execute a model community workforce agreement despite good faith efforts, the City will develop and execute a community workforce agreement specific to each public works project, which must contain terms and conditions for the use of priority hire workers and preferred entry workers as well as provisions related to a respectful workplace.
- C. Contractors who submit work bids on public works construction projects requiring the utilization of priority hire under this chapter shall evidence good faith efforts that the contractor can reasonably make to meet the requirements of this chapter, including the percentage labor hour requirements, that are consistent with the terms and conditions set forth in the applicable community workforce agreement.

### **Section 07.06.830 Priority Hire Program**

To administer the Priority Hire program, the City of Spokane shall:

- A. Analyze the indicators for economically distressed areas and prepare a list of zip codes that are found to be economically distressed areas and update that list at least once every five years. Any changes proposed by the manager to the criteria for determining economically distressed areas are subject to approval by public rule;
- B. Provide technical assistance to contractors on the recruitment and reporting requirements of the priority hire program to promote participation in the priority hire programs; and
- C. Develop a prompt-payment program for subcontractors performing services for a contractor to lower the burden of participation in the priority hire program, based on an assessment of the effectiveness of existing payment programs. The prompt-payment program may include features such as revolving fund or other mechanism to provide cash flow relief for payments to the general contractor or sub-contractor.

### **Section 07.06.840 Project Labor Agreement**

The City of Spokane shall negotiate and execute a Project Labor Agreement (PLA) that applies to all covered public works projects other than projects deemed an exception under this chapter, with the NE Washington/N Idaho Building & Construction Trades Council. The PLA shall comply with and include the applicable terms of this ordinance and any applicable rules and standards developed by the City of Spokane. The PLA shall require that all Contractors agree to abide by the terms of the PLA to compete and serve on the covered public works project.

### **Section 07.06.850 Program Evaluation**

- A. The City of Spokane shall establish benchmarks and metrics to evaluate the priority hire program, such as project costs; completion times; workplace safety; utilization rates and graduation rates of priority workers, women and racial minorities from pre apprentice and apprentice training programs; and changes in the percentage of dollars paid to WMBE contractors working on covered projects. Metrics should also include the economic impact and the return on investment resulting from implementing the Community Workforce Agreement.

- B. The City of Spokane shall report findings to the Mayor and the Spokane City Council annually and make these findings available on a public dashboard.
- C. The Mayor and City Council will review program results during 2028 to determine if the program should be expanded or amended by increasing or decreasing thresholds.

**Section 07.06.860 Program Compliance**

The Administration shall implement a system for monitoring the use of apprentices and priority hire workers in construction projects subject to this chapter. Such monitoring may include identifying individual apprentices and priority hire workers by apprenticeship registration number, reviewing documents provided by the contractor, determining the apprentice and priority hire hours worked by minorities, women, and veterans; and assessing whether the contractor has complied with the apprenticeship or priority hire requirement established in the negotiated contract.

**Section 07.06.870 Exceptions and Waivers**

- A. During the term of a construction contract subject to this chapter, the City of Spokane may reduce or waive the apprentice and/or priority hire labor hour goals upon their determination that at least three of the below conditions are met as documented by the contractor and reviewed by the executive or designee:
  - 1. The contractor has demonstrated that it has utilized good faith efforts to meet the established percentage requirement but remains unable to fulfill the goal'
  - 2. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
  - 3. The reasonable and necessary requirements of the contract render apprentice or priority hire utilization infeasible at the required levels;
  - 4. The contractor has demonstrated in writing that it has contacted the trade-specific registered apprenticeship program or attempted to hire priority hire workers, yet an insufficient number of apprentices or priority hire workers are available to meet the contract requirements; or
  - 5. The contractor has demonstrated that it has met or is meeting apprenticeship or priority hire requirements on all existing city construction projects during the 12 months prior to execution of a new contract with the city.

**Section 07.06.880 Regulations**

Chapter \_\_\_\_\_ of the Spokane Municipal Code shall apply to all rules, regulations and administrative procedures that are promulgated, modified, or enforced under 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.

**Section 4. Effective Date.** This ordinance shall be effective \_\_\_\_\_, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

**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:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

CITY COUNCIL

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

CM PAUL 625-6254

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

PDILLON@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**

ORDINANCE RELATING TO ALCOHOL SIGNAGE

**Agenda Wording**

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date

**Summary (Background)**

This ordinance relates to alcohol advertising regulations, and exempts licensed retail outlets in the City of Spokane from provisions in the Washington Administrative Code that restrict the number and size of signs referring to alcoholic beverages, brand names, or manufacturers affixed to or hanging in the windows and on the outside of the premises.

**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?**

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?**

Signage would still be governed by signage requirements in SMC 17C.240, to the extent applicable.

**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 \$	#
<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>	
<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. C36721**

An Ordinance relating to alcohol advertising regulations established by the Washington State Liquor Control Board; adopting a new Chapter 10.63 to the Spokane Municipal Code and setting an effective date.

**WHEREAS**, the Washington State Liquor Control Board (LCB) has established administrative regulations in Washington Administrative Code (WAC) 314-52 that regulate advertising by licensed retail outlets, which regulations are intended to promote public safety; and

**WHEREAS**, pursuant to WAC 314-52-070, the LCB limits each licensed retail licensed premises to a total of four outdoor advertising signs, totaling no more than 1,600 square inches, and which refer to alcoholic beverages, brand names, or manufacturers; and

**WHEREAS**, WAC 314-52-070 (2) specifically provides that a local jurisdiction has the option to exempt liquor licenses located within that local jurisdiction from the limitation on the number of signs regulated under WAC 314-52-070 or other applicable sections of the WAC;

**NOW, THEREFORE**, the City Council of the City of Spokane, Washington, does ordain as follows:

**Section. 1.** That there is added a new Chapter 10.63 to read as follows:

### **10.63 - Alcohol Advertising Signage Regulations**

#### **10.63.010 Retail Alcohol Advertising Signage**

Premises located within the City of Spokane and licensed by the Washington State Liquor Control Board to sell alcohol are exempt from all provisions in Washington Administrative Code (WAC) 314-52-070 (2) restricting the number and size of signs referring to alcoholic beverages, brand names, or manufacturers that are affixed or hanging in the windows and on the outside of the premises. Premises so licensed remain subject to the sign regulations contained in Chapter 17C.240 of the Spokane Municipal Code to the extent applicable. All other provisions of WAC 314-52-070 shall remain in effect. As used herein, the term "premises" shall be as defined in WAC 314-01-005 and used in WAC 314-52-070.

**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.

**Section 4. Effective Date.** This ordinance shall be effective \_\_\_\_\_, 2025 or on that date set forth in Section 19.B of the Spokane City Charter, whichever is later.

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:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

CITY COUNCIL

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

CHRIS WRIGHT 625-6210

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

CWRIGHT@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON MCATHCART PDILLON

**Sponsoring at Administrators Request**

NO

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

RESOLUTION SETTING BUDGET PRIORITIES

**Agenda Wording**

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

**Summary (Background)**

SMC 07.14.030.E provides that the City Council is to adopt a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July. Since the resolution is technically overdue, it is necessary to place this item on the Finance and Administration committee agenda for June 23 and slate it for council action on July 14. As drafted, the resolution sets forth council priorities in the following areas:

1. Reserve Funds: A detailed projection of reserve fund balances for fiscal years 2025 and 2026, along with a clear strategy and timeline for achieving full statutory funding of all City reserve accounts; and
2. Labor Agreements: A description of budget allocations and identified funding sources related to anticipated or potential cost changes stemming from labor agreements executed during the 2025-2026 biennium; and
3. SERS VRIP: A defined funding plan for the Spokane Employees' Retirement System (SERS) actuarial valuation of costs related to the 2024 Voluntary Retirement Incentive Program (VRIP); and
4. Public Safety Capital and Animal Control: A comprehensive funding strategy for public safety capital needs, including infrastructure and equipment, as well as an explanation of the new service delivery model for animal control, with associated budget implications; and
5. Ombuds Office: A clear outline of the Administration's funding plans for the Office of the Police Ombuds, including specific budget levels and identified funding sources; and
6. City Facilities and Real Property: A plan for budgeting facility needs at levels sufficient to support long-term investment in City-owned real property, including maintenance, renovation, disposition, and conveyance plans for such properties; and
7. Workforce Planning: Provide detailed projected changes to the City's budgeted Full-Time Equivalent (FTE) positions, including strategies to rationalize, downsize, consolidate, outsource, or eliminate specific functional areas

where necessary and appropriate. The resolution also further commits the council to adopting a balanced, realistic mid-biennial budget for year 2026 no later than December 8, 2025.

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

Not analyzed.

**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 analyzed.

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

Not analyzed.

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

The resolution is required under SMC 07.14.030 as part of the City's biennial budgeting process and is consistent with the council's obligations for mid-biennial budget review and modification under RCW 35.34.130.

**Council Subcommittee Review**

Not applicable.

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

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> No	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	
<b>Division Director</b>	
<b>Accounting Manager</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	
<b>Distribution List</b>	

**RESOLUTION NO. 2025-0052**

A Resolution setting forth the City Council's budget priorities pursuant to Section 07.14.030 of the Spokane Municipal Code.

WHEREAS, the City Council has historically adopted the annual budget for the City of Spokane in December of each year, following a process of fiscal planning, public input, and collaboration with the Mayor's Administration; and

WHEREAS, on June 11, 2024, the City Council adopted Ordinance C36531 at the request of the administration, which ordinance converted the City's budget from an annual budget to a biennial budget; and

WHEREAS, on December 9, 2024, the City Council adopted Ordinance C36626, establishing the City's first biennial budget, covering the years 2025 – 2026; and

WHEREAS, on March 31, 2025 the City Council enacted Ordinance C36641, which revised timelines for budget development in the Spokane Municipal Code and established a procedure in Section 07.14.030 of the Spokane Municipal Code for City Council to set forth budget priorities each year by resolution; and

WHEREAS, Ordinance C36641 was signed by the Mayor on April 10, 2025 and the changes to the Spokane Municipal Code became effective on May 10, 2025; and

WHEREAS, Section 07.14.030.E of the Spokane Municipal Code provides:

Concurrent to the joint budget deliberations, the City Council ...shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July[;].

and

WHEREAS, the City's General Fund is projected to experience lower-than-expected revenues in 2025 and only modest revenue growth in 2026, and such projected revenue trends will strain the City's ability to maintain existing service levels without significant adjustments to expenditures, revenue policy, or both;

WHEREAS, the City of Spokane’s expenditures—particularly within the General Fund— are projected to outpace revenues, resulting in persistent, fiscally unsustainable structural deficits; and

WHEREAS, consistent with Section 07.14.030.E, and mindful of the budget and revenue realities identified above, the City Council wishes to fulfill its obligation under SMC 07.14.030.E by adopting the following resolution;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests the priorities set forth below guide the development and adoption of Year 2026 budget:

1. Reserve Funds: A detailed projection of reserve fund balances for fiscal years 2025 and 2026, along with a clear strategy and timeline for achieving full statutory funding of all City reserve accounts; and
2. Labor Agreements: A description of budget allocations and identified funding sources related to anticipated or potential cost changes stemming from labor agreements executed during the 2025–2026 biennium; and
3. SERS VRIP: A defined funding plan for the Spokane Employees’ Retirement System (SERS) actuarial valuation of costs related to the 2024 Voluntary Retirement Incentive Program (VRIP); and
4. Public Safety Capital and Animal Control: A comprehensive funding strategy for public safety capital needs, including infrastructure and equipment, as well as an explanation of the new service delivery model for animal control, with associated budget implications; and
5. Ombuds Office: A clear outline of the Administration’s funding plans for the Office of the Police Ombuds, including specific budget levels and identified funding sources; and
6. City Facilities and Real Property: A plan for budgeting facility needs at levels sufficient to support long-term investment in City-owned real property, including maintenance, renovation, disposition, and conveyance plans for such properties; and
7. Workforce Planning: Provide detailed projected changes to the City’s budgeted Full-Time Equivalent (FTE) positions, including strategies to rationalize, downsize, consolidate, outsource, or eliminate specific functional areas where necessary and appropriate;

BE IT ALSO RESOLVED that, with adherence to the foregoing priorities, the City Council requests focused discussions at the coming budget sessions on these priorities

and commits to working with the Administration to finalize and adopt a balanced, realistic mid-biennial 2026 budget no later than December 8, 2025.

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

---

City Clerk

Approved as to form:

---

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Information Only**Date Rec'd**

5/30/2025

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

OFFICE OF CIVIL RIGHTS, EQUITY &amp;

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

JERRALL 6729

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

JHAYNES@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON MCATHCART

**Sponsoring at Administrators Request**

NO

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

UPDATE ON ARPA FUNDED LANGUAGE ACCESS WORK FROM WEB AND OCREI

**Agenda Wording**

Update from IT and OCREI on the language access work accomplished with ARPA funds.

**Summary (Background)**

A MOU between the Council and IT regarding an allocation of \$259,553 for Language Access requires IT along with the Office of Civil Rights, Equity, and Inclusion, present to council on the progress in the second quarter of 2025.

**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?**

**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 \$	#
<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:** 05/29/2025**Committee Agenda type:** Information Only**Date Rec'd**

5/21/2025

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

RETIREMENT

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

CHRISTINE 6833

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

CSHISLER@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON

**Sponsoring at Administrators Request**

NO

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

LETTER FROM SERS BOARD CHAIR

**Agenda Wording**

Letter from James Tieken, SERS Board Chairperson

**Summary (Background)**

Information for Council review and possible approval. Discussion/informational item only.

**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 \$	#
<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>	
	cshisler@spokanecity.org

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Information Only**Date Rec'd**

5/21/2025

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

RETIREMENT

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

CHRISTINE 6833

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

CSHISLER@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON

**Sponsoring at Administrators Request**

NO

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

LETTER FROM SERS BOARD CHAIR

**Agenda Wording**

Letter from James Tieken, SERS Board Chairperson

**Summary (Background)**

Information for Council review and possible approval. Discussion/informational item only.

**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 \$	#
<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>	
	cshisler@spokanecity.org

May 22, 2025

Mayor Brown, City Administration & City Council:

In Fall of 2024, the City Administration made the decision to offer a Voluntary Retirement Incentive program (VRIP) to members of the M&P Association. Eleven members of the M&P Association were approved for the incentive and allowed to retire in December of 2024 at an impact to the Spokane Employee Retirement System (SERS).

The SERS Board started making inquiries as to the potential impact to the retirement system as soon as they became aware of this VRIP. The Board approved up to \$10,000 for an actuarial impact study and also stated that they would be requesting of the City to make SERS whole based on the final impact of the study. The Board was given this study in November of 2024 that estimated an impact of \$2.17 million. This impact study was finalized and presented to the SERS Board after closing date of the VRIP.

During the 2024 actuarial study the VRIP was calculated using final numbers and added an impact of \$1.47 million to the SERS unfunded liability, as determined by the Actuaries, SageView Consulting Group. The Board voted to amortize this impact over a 3-year period, this impact equals an annual cost of \$675 thousand. At this meeting the motion was made and passed that the cost of this impact be borne by the City alone. There was no effort made while gathering the information on the impact by the City administration to obtain the support or opinion of the SERS Board. The Administration may argue that this is an unprecedented Board action. This action was taken due to the fact that, in every other prior incentivized retirement offering, the Board and SERS represented members were involved in the decision process prior to the incentive being offered. This impact can be covered by the City with an annual payment for three years of \$674,900 or an additional 0.42% of employee earnings made to the SERS each pay period for three years.

While the SMC does state that the contributions shall be made 50/50, this split was not made while considering a VRIP impact to the System.

On behalf of the SERS Board

James Tieken  
Board Chairperson

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

5/22/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/28/2025**Submitting Dept**

CITY COUNCIL

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

GIACOBBE 625-6715

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

GBYRD@SPOKANECITY.ORG

**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**

RESOLUTION APPOINTING NEW MEMBER TO CITY COUNCIL

**Agenda Wording**

Resolution acknowledging the resignation of current Council Member Lili Navarrete, effective July 1, 2025, and appointing a successor Council Member for District 2.

**Summary (Background)**

Council member Lili Navarrete provided written notice to the council that she is resigning her position on the council effective July 1, 2025. Pursuant to City Charter section 8.B a vacancy on the council is to be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council. This resolution confirms that applications for the vacant position will open on Friday, May 23, 2025 and the deadline for interested parties to submit their applications is 5:00 P.M. on Thursday, June 19, 202. The resolution further states the City Council intends to interview candidates based on Council Members' prioritization of the applicants at a specially scheduled meeting on Thursday, July 10, 2025; and after conducting interviews of applicants, and pursuant to City Council Rule 7.1 (E), the City Council will hold a public hearing during its regular legislative session on July 14, 2025 to accept testimony from the public regarding potential candidates. The resolution states the Council intends to consider a resolution appointing a new Council Member on Monday, July 28, 2025;

**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?**

The process for filling vacancies on the City Council is set forth in City Charter Section 8 and Council Rule 7.1. The process outlined in the resolution is consistent with the charter and council rules.

**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 \$	#
<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>	

**RESOLUTION NO. 2025-XXXX**

A Resolution appointing an individual to fill the position of Spokane City Council, District 2, vacated by Lili Navarrete.

**WHEREAS**, the City Council received written notice from Council Member Lili Navarrete that she is vacating her position on the City Council effective July 1, 2025; and

**WHEREAS**, the Spokane City Charter section 8(B) states, “A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council,” and further states “The appointee so selected holds office until the next general municipal election at which election a person is elected to the office for the unexpired term, or for the next full term, as the case may be”; and

**WHEREAS**, City Council Rule 7.1(A) states, “A. Upon receipt of a written notice of a vacancy or an impending vacancy of a city council position other than that of council president, the council president or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the council president set with concurrence of the council”; and

**WHEREAS**, in accordance with RCW 29A.24.020, the person who wins the current election for the District 2 Council position vacated by Lili Navarrete will take office upon certification of the election results by the County Auditor, which is expected to occur on November 25, 2025;

**NOW, THEREFORE, BE IT RESOLVED** that per City Council Rule 7.1(A), this resolution serves as written notice of a vacancy of a City Council Member; and

**BE IT ALSO RESOLVED** that applications for the vacant City Council Member position will open on Friday, May 23, 2025 and the deadline for interested parties to submit their applications to be considered for the vacant City Council Member seat is 5:00 P.M. on Thursday, June 19, 2025 and that applications and submission instructions can be found on the City’s website; and

**BE IT ALSO RESOLVED** that City Council intends to interview candidates based on Council Members' prioritization of the applicants at a specially scheduled meeting on Thursday, July 10, 2025; and

**BE IT ALSO RESOLVED**, after conducting interviews of applicants, and pursuant to City Council Rule 7.1 (E), the City Council will hold a public hearing during its regular legislative session on July 14, 2025 to accept testimony from the public regarding potential candidates; and

**BE IT ALSO RESOLVED** that the Council intends to consider a resolution appointing a new Council Member on Monday, July 28, 2025;

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

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

Approved as to form:

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

CITY COUNCIL

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

ALEX GIBILISCO 625-6957

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

AGIBILISCO@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON

**Sponsoring at Administrators Request**

NO

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

RESOLUTION RELATING TO PROCUREMENT TO IMPROVE PARTICIPATION

**Agenda Wording**

A resolution relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned businesses.

**Summary (Background)**

A resolution relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned businesses. The resolution asks the mayor to direct department of purchasing and contracts to collect and track data, coordinate with community partners develop assistance to women, minority, veteran-owned businesses and other underutilized firms, and provide council a yearly report on progress.

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

This resolution asks for data and transparency and identify opportunities to contracting by engaging with community partners to develop assistance to women, minority, veteran-owned businesses, and other underutilized firms in the pursuit of appropriate certifications and navigating the City's procurement process.

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

The resolution requests the mayor to direct the Department of Purchasing and Contracts to collect and track data on the number and amount of City contracts, as follows: Data sorted by departments, size and type of contracts; Data sorted by ownership or control of contract awardees by race, ethnicity, gender, and veteran-owned, to the extent such data available. Current resolution asks to ensure there is a way to track and report out on procurement processes. The procurement office has a few different ideas.

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

The resolution asks for yearly reporting to City Council.

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

Spokane Comprehensive Economic Development Strategy: goal 3.7 Expand public contracting opportunities for BIPOC owned businesses, including support and mentorship programs to alleviate procedural barriers. • Conduct disparity studies to better understand existing public procurement and contract awards by demographic characteristics and increase diversity. • Use findings from the disparity study as baseline metric. • Ensure transparent reporting and metric development to track progress

**Council Subcommittee Review**

This was presented at the May 2025 Equity Subcommittee meeting

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
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>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	
<b>Distribution List</b>	

## RESOLUTION NO. 2025-0051

A resolution relating to procurement of services and goods by the city to develop an inclusive, data-driven, and transparent process to improve participation by qualified small, minority, women, veteran owned businesses.

**WHEREAS**, as a public entity, the City of Spokane regularly engages businesses to perform a variety services, and provide goods, which in turn offer contract opportunities for businesses including small businesses, as well as women and minority owned businesses; and

**WHEREAS**, “small works rosters” are a mechanism allowed under state procurement laws to streamline the public procurement process for smaller contracts, and the City of Spokane historically has used small works rosters to secure contracts services; and

**WHEREAS**, providing services and goods to public entities affords businesses in Spokane, especially women and minority owned businesses, an opportunity to grow their businesses; and

**WHEREAS**, in 2023 the Washington State Legislature enacted Second Substitute Senate Bill 5268 (“2SSB 5268”), effective July 1, 2024, with the stated intent to increase equity and efficiencies in public works procurement, including modifications to the small works roster requirements for local jurisdictions; and

**WHEREAS**, 2SSB 5268, among other matters, encourages measures that improve access of small, minority, women, and veteran-owned businesses in the public contracting process, including outreach and mentorship, access to capital including modified payment provisions, training, and other features intended to maximize the participation and success of small, minority, women, and veteran-owned businesses in the public bidding process; and

**WHEREAS**, on December 16, 2024, the City Council adopted Ordinance 36627 to amend the Spokane Municipal Code provisions relating to the small works roster to conform to the thresholds for small works set forth in 2SSB 5268; and

**WHEREAS**, in enacting Ordinance 36627, the City Council did not adopt the provision that allowed City contracts under \$150,000 to use direct contracting, with the understanding that smaller contracts would be accommodated through a procurement practices and outreach rather than through changes to the Spokane Municipal Code, and after further study of the effects and potential benefits of City contracts on the viability of small, women, minority and veteran-owned businesses; and

**WHEREAS**, the City Council finds that future revisions to the City's procurement practices actions first must be informed realistic and detailed data regarding the history and effect of City contracts on small, local businesses;

**NOW, THEREFORE, BE IT RESOLVED** the City Council supports data-driven approaches to understand the current landscape in contracting, and requests the Mayor direct the Department of Purchasing and Contracts set up a process to identify barriers that may contribute to inequities in securing contracts that affect small businesses, especially minority and women, and veteran-owned businesses; and

**BE IT ALSO RESOLVED** the City Council requests the Mayor direct the Department of Purchasing and Contracts to collect and track data on the number and amount of City contracts, as follows:

- Data sorted by departments, size and type of contracts;
- Data sorted by ownership or control of contract awardees by race, ethnicity, gender, and veteran-owned, to the extent such data available; and

**BE IT ALSO RESOLVED** the City Council requests the Mayor direct the Department of Purchasing and Contracts use the assembled data to enhance access to contracting with the city for small businesses, especially minority, veteran and women-owned businesses; and

**BE IT ALSO RESOLVED** the City Council requests the Mayor direct the Department of Purchasing and Contracts in coordination with the Office of Civil Rights, Equity and Inclusion to develop a plan for outreach to educate small, women, minority, and veteran-owned businesses of business opportunities with the City, to include the following:

- Targeted outreach and online project information, including anticipated procurement opportunities, timelines and specific staff contract information;
- In coordination with community partners develop assistance to women, minority, veteran-owned businesses, and other underutilized firms in the pursuit of appropriate certifications and navigating the City's procurement process; and
- Develop a plan of inclusion for small, women, veteran, and minority businesses to encourage an increase in the number of such businesses contracting with the City; and
- In conjunction with appropriate City departments, convene community organizations that support small, women, minority, veteran businesses to provide guidance and feedback on the City of Spokane's contracting initiatives,

and to further identify opportunities to enhance to equal participation by qualified minority, veteran, women owned businesses; and

**BE IT ALSO RESOLVED** the City Council requests the Mayor direct the Department of Purchasing and Contracts to report to the Mayor and City Council, on an annual basis, the department's efforts and outcomes to make the city's procurement process more inclusive, data-driven, and transparent to the community, and its overall efforts to meet the objectives of this resolution.

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

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

Approved as to form:

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

DRAFT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Information Only**Date Rec'd**

6/18/2025

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

COMMUNITY, HOUSING &amp; HUMAN

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

DAWN KINDER 509-625-6443

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

DKINDER@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE JBINGLE LNAVARRETE

**Sponsoring at Administrators Request**

NO

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

1680- 1590 SERVICES RFP- URGENT HUD CERTIFIED HOUSING COUNSELOR RFP

**Agenda Wording**

Recent federal funding cuts will result in a loss of HUD Certified Housing Counselor's in the region. Last year these counselors prevented over 700 home foreclosures, primarily for low-income seniors and households whose monthly income could not support current rental rates in Spokane. This urgent RFP will seek to sustain HUD Certified Housing Counselor's while we evaluate long term solutions to sustain this critical community resource.

**Summary (Background)**

Recent federal funding cuts will result in a loss of HUD Certified Housing Counselor's in the region. Last year these counselors prevented over 700 home foreclosures, primarily for low-income seniors and households whose monthly income could not support current rental rates in Spokane. This urgent RFP will seek to sustain HUD Certified Housing Counselor's while we evaluate long term solutions to sustain this critical community resource.

**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 \$	#
<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>	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Information Only**Date Rec'd**

6/12/2025

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

FINANCE, TREASURY &amp; ADMIN

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

MATT BOSTON 625-6820

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

MBOSTON@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 - SAO ENTRENANCE CONFERENCE

**Agenda Wording**

SAO Audit entrance conference to discuss the 2024 Financial Statement and Federal Grant Compliance audit

**Summary (Background)**

Audit standards require that SAO invite all City Council to the audit entrance conference. A presentation at the F&A Committee will allow the ability for all Council Members and members of administration to hear SAO during the entrance conference

**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 \$	#
<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>	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

6/20/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

CITY COUNCIL

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

CHRIS WRIGHT 625-6210

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

CWRIGHT@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON MCATHCART

**Sponsoring at Administrators Request**

NO

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

ORDINANCE AMENDING LANGUAGE ACCESS TIMELINES

**Agenda Wording**

An ordinance relating to language access planning in municipal departments, and amending Section 08.11.050 of the Spokane Municipal Code.

**Summary (Background)**

In 2022 the City Council adopted Resolution 2022-0071 to encourage development of a language access program to across city-wide departments and functions. Later, in 2023, the City Council adopted ordinance C36449 to require creation of language access programs within City departments, commencing with planning of the 2025 budget. This ordinance was adopted prior to adoption by the City of a biennial budget process. Given the financial challenges facing the City during years 2025 through 2026, the Brown Administration did not include language access planning programs in its proposed biennial budget, as required by SMC 18.11, and has requested the City Council modify the timelines in the municipal code to allow more time for implementation of the requirements of SMC 18.11. This ordinance amends the final deadline for implementation by two years to 2029.

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

The ordinance maintains the essential requirement to implement language access which is intended to benefit historically marginalized 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?**

Current mandates on implementation and reporting are not changed by the ordinance, only the final implementation deadline.

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

See above

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

The ordinance modifies current city law.

**Council Subcommittee Review**

None

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
Operational expenses are presumed and the existing law requires the departments to identify the costs of implementation beginning this year. The current law is designed to identify the costs of implementation and phase in implementation.	
<b>Amount</b>	<b>Budget Account</b>
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. C - [REDACTED]

An ordinance relating to language access planning in municipal departments, and amending Section 08.11.050 of the Spokane Municipal Code.

**WHEREAS**, in 2022 the City Council adopted Resolution 2022-0071 to encourage development of a language access program to across city-wide departments and functions; and

**WHEREAS**, in 2023 the City Council adopted ordinance C36449 to require creation of language access programs within City departments, commencing with planning of the 2025 budget, but this ordinance was adopted prior to adoption by the City of a biennial budget process; and

**WHEREAS**, pursuant to Ordinance C36494, the City Council allocated the sum of \$259,553 in American Rescue Plan funds to assist with the development of language access programs for city departments, and

**WHEREAS**, given the financial challenges facing the City during years 2025 through 2026, the Brown Administration has not included language access planning programs in its proposed biennial budget, as required by SMC 18.11, and has requested the City Council modify the timelines in the municipal code to allow more time for implementation of the requirements of SMC 18.11,

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

**Section 1.** That Section 08.11.050 of Chapter 08.11 of the Spokane Municipal Code is amended to read follows:

Section 18.11.050 Scope, Implementation and Milestones

- A. Except where earlier timelines are specified in this section or unless expressly exempted by SMC 18.11.070, all City departments shall have ~~((an))~~ a fully implemented Language Access Program in place no later than January 1, ~~((2026))~~ 2029.
  - 1. As soon as practical after the effective date of this ordinance, the City Council and Planning Department shall henceforth incorporate language access into any adopted departmental operating procedures.
  - 2. No later than ~~((July 1, 2024))~~ September 1, 2025, each affected city department shall identify those Vital Documents and Public Communication Materials it intends to include within the scope of its departmental LAP.
  - 3. ~~Commencing with the 2025 Annual Budget of the City, all affected departments shall include LAP planning as a line-item appropriation within~~

~~any proposed departmental budget, which planning shall be consistent with the scope of its Vital Documents and Public Communication Materials identified pursuant to subsection 2 above.))~~ No later than September 1, 2025, all affected City departments shall propose appropriations for the required implementation of this chapter as part of statutory mid-year adjustment of the 2025 – 2026 biennial budget.

4. Commencing with the ~~((2026 Annual))~~ 2027 - 2028 Biennial Budget of the City, and continuing thereafter, all affected departments shall incorporate Language Access implementation as a line-item appropriation within any proposed departmental budget.
  5. Commencing January 1, ~~((2026))~~ 2029, all departmental operating procedures shall be compliant with this Chapter.
- B. Subject to allocated funding, the following milestones shall apply to specific operations and functions within the City of Spokane:
1. As soon as practical after the effective date of this ordinance, the City Council shall have drafted and implemented a Language Access Plan that assumes (a) translation of council-generated Public Communication Materials, which may include council ordinances, resolutions, proclamations, salutations, and further which may also include standing committee and subcommittee meeting agendas and materials; and (b) translation and/or interpretation services for council legislative sessions, briefing sessions, and standing committee meetings.
  2. As soon as practical after the effective date of this ordinance, the Division of Information Technology shall have drafted and implemented a limited Language Access Plan that assumes translation of digital Public Communication Materials, including but not limited to the City's official website and social media.
  3. The timelines in sections A and B above may be adjusted as necessary to comply with the procurement requirements and procedures in SMC 07.06.
- C. Nothing in this section shall be deemed to prevent a department from developing and implementing a multi-year, phased LAP, so long as meaningful implementation begins no later than January 1, ~~((2026))~~ 2027.

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

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

Attest:

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

\_\_\_\_\_  
Mayor

Approved as to form:

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

\_\_\_\_\_  
Date

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

## **Finance & Administration Committee Board and Commission Updates:**

- Council Office Operations Workgroup
  - Wilkerson, Dillon, Cathcart
- Equity Subcommittee
  - Navarrete
- Fiscal Impact Workgroup
  - Cathcart, Dillon, Zappone
- Language Access Workgroup
  - Cathcart, Navarrete
- Legislative Committee
  - Dillon, Bingle, Zappone
- Investment Committee
  - Dillon
- SERS Board
  - Bingle
- Aging & Long Term Care
  - Wilkerson
- AWC Board
  - Zappone
- Fire Pension
  - Dillon
- Lodging Tax Advisory Committee (PFD)
  - Wilkerson
- Tourism and Cultural Investment Committee (TACI)
  - Zappone
- Launch Northwest
  - Bingle
- Police Pension
  - Wilkerson
- Spokane County Veterans Advisory Board
  - Klitzke
- TPA Commission/Hotel Motel Commission
  - Zappone
- University District PDA

- Wilkerson
- Visit Spokane
  - Zappone
- West Plains PDA/S3R3
  - Wilkerson
- Northeast PDA
  - Cathcart

**Finance & Administration Committee Council Staff Updates:**

- Council Budget Director
  - Kate Fairborn
- Council Office Director
  - Giacobbe Byrd
- Equity & Inclusion Manager
  - Alex Gibilisco

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Date Rec'd**

6/4/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/14/2025**Submitting Dept**

HUMAN RESOURCES

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

ALLISON ADAM 6379

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

AADAM@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**

5830 ALLIANT INSURANCE SERVICES FOR EMPLOYEE BENEFITS CONTRACT

**Agenda Wording**

Contract Renewal OPR 2022-0465 Alliant Insurance Services. Broker and consultant services. July 1st, 2025 through June 30th 2027.

**Summary (Background)**

July 1, 2022, the City entered into an agreement with Alliant Insurance Services for broker and consultant services. The initial contract was for 3 years ending on June 30, 2025, with the option for two one-year renewals. Alliant has continued to provide excellent service in their consultation, brokerage services and guidance. This request is for approval of both one-year renewals for an end date of June 30, 2027.

**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?**

This broker provides updates throughout the year on our benefit plan performance and other advice. Through this reporting we determine their level of service and ability to meet our needs and they have consistently done so.

**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?**

Maintains employee benefit success.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 290,000
Current Year Cost	\$ 145,000
Subsequent Year(s) Cost	\$ 145,000
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 102,000	# 5830-78710-17310-54201-99999
Expense \$ 21,500	# 6200-85020-17210-54620-99999
Expense \$ 21,500	# 6300-85030-17210-54620-99999
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	Recurring
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
Paid through benefit premiums	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	ADAM, ALLISON
<b>Division Director</b>	ADAM, ALLISON
<b>Accounting Manager</b>	
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	
<b>Distribution List</b>	



**CITY OF SPOKANE**  
**CONTRACT RENEWAL**  
**Title: EMPLOYEE BENEFITS BROKER**  
**CONSULTANT SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALLIANT INSURANCE SERVICES**, whose address is 818 West Riverside Avenue, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide to provide Employee Benefits Broker/Consultant Services and;

WHEREAS, the original Contract provided for two (2) additional one-year renewals.

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated June 29, 2022 and June 30, 2022, 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. TERM.**

This Contract Renewal shall become effective on July1, 2025, and end on June 30, 2027, unless amended by written agreement or terminated earlier under the provisions.

**3. COMPENSATION.**

The City shall pay an estimated annual amount not to exceed **ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$145,000.00)**, per year, plus applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**ALLIANT INSURANCE SERVICES**

**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:**  
Certificate Regarding Debarment

**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)

## Committee Agenda Sheet

**\*Select Committee Name\***

<b>Committee Date</b>	
<b>Submitting Department</b>	Employee Benefits (Human Resources)
<b>Contact Name</b>	Allison Adam
<b>Contact Email &amp; Phone</b>	<a href="mailto:aadam@spokanecity.org">aadam@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Alliant Insurance Services for Employee Benefits Contract Renewal
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>July 1, 2022, the City entered into an agreement with Alliant Insurance Services for broker and consultant services. The initial contract was for 3 years ending on June 30, 2025, with the option for two one-year renewals. Alliant has continued to provide excellent service in their consultation, brokerage services and guidance. This request is for approval of both one-year renewals for an end date of June 30, 2027.</p>
<b>Summary (Background)</b>	<p>*use the Fiscal Impact box below for relevant financial information</p>
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$290,000</u> Current year cost: \$145,000 (\$102k City portion/\$43k LEOFF portion) Subsequent year(s) cost: \$145,000 (\$102k City portion/\$43k LEOFF portion)	
<b>Narrative:</b> <u>At the time of the RFP, there were 3 responding firms. Alliant Insurance Services was chosen as it was determined they best met the City's needs to provide services such as establishing risk retention strategies for our self-insured medical and dental plans, negotiate fixed costs such as our stop-loss and services from our Third Party Administrators, evaluating claims data and providing guidance on various plan design changes and options to mitigate costs and provide high quality, benchmarked benefits for employees, and keep us updated on state and federal mandates.</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Paid through benefit premiums	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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?

This broker provides updates throughout the year on our benefit plan performance and other advice. Through this reporting we determine their level of service and ability to meet our needs and they have consistently done so.

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?

Maintains employee benefit success.



< **Business Lookup**

## License Information:

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

**Entity name:** ALLIANT INSURANCE SERVICES, INC.

**Business name:** ALLIANT INSURANCE SERVICES, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-016-111

**Business ID:** 001

**Location ID:** 0004

**Location:** Active

**Location address:** 818 W RIVERSIDE AVE  
STE 800  
SPOKANE WA 99201-0913

**Mailing address:** 701 B ST  
FL 6  
SAN DIEGO CA 92101-8156 

**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Spokane General Business</a>				Active	Feb-28-2026	Jun-17-2022

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

Owners and officers	Title
ANDERS, ILENE	
BAUMANN, JENNIFER E.	
CORBETT, THOMAS W.	
FILLEY, TED C.	
HURST, RALPH S.	
ZIMMER, JR., P. GREGORY	

## Registered Trade Names



Registered trade names	Status	First issued
ALLIANT INSURANCE SERVICES, INC.	Active	Jun-16-2022
S4 BENEFITS	Active	Jan-24-2025

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:  
5/29/2025 3:05:29 PM

### Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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> Alliant Insurance Services, Inc. 560 Mission St., 6th Floor San Francisco CA 94105	<b>CONTACT NAME:</b> Heather Shoemaker Williams <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> AlliantCorporateCerts@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> ACE American Insurance Company <b>INSURER C:</b> ACE Fire Underwriters Insuranc <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Alliant Holdings, L.P. Alliant Insurance Services, Inc. 18100 Von Karman Ave., 10th Floor Irvine CA 92612	License#: 0C36861 ALLIHL-01 <b>NAIC #</b> 20281 22667 20702

**COVERAGES** **CERTIFICATE NUMBER:** 267541617 **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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		36053943	3/1/2025	3/1/2026	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 Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73626536	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B 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	Y/N N	N/A	71756712 71832959	3/1/2025 3/1/2025	3/1/2026 3/1/2026	<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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Workers Compensation & Employers Liability Coverage consisting of the following programs:  
 71832959 (WC- OR, WI), ACE Fire Underwriters Insurance Company (NAIC#20702), 3/1/2025-3/1/2026  
 71756712 (WC- All Other States, except monopolistic states of OH, WA, WY, ND - Stop Gap/Employers Liability coverage only.)

City of Spokane, its officers and employees are included as Additional Insureds as respects General Liability as required by written contract, per attached carrier endorsement.

<b>CERTIFICATE HOLDER</b>  City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201	<b>CANCELLATION</b>  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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



---

---

*SCHEDULE*

Designated Person or Organization:

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A  
CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY  
THIS POLICY.

---

All other terms and conditions remain unchanged.

*Authorized Representative*

---

**Liability Insurance**

**Endorsement**

<i>Policy Period</i>	MARCH 1, 2025 TO MARCH 1, 2026
<i>Effective Date</i>	MARCH 1, 2025
<i>Policy Number</i>	3605-39-43 NBO
<i>Insured</i>	ALLIANT HOLDINGS, L.P.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 1, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY  
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

---

**Liability Endorsement**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



---

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 07/21/2025

		<b>Date Rec'd</b>	6/18/2025
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Bid #</b>	
<b>Contact Name/Phone</b>	MAREN X6737	<b>Requisition #</b>	
<b>Contact E-Mail</b>	MMURPHY@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	PDILLON KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> YES	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	0650 - ACCEPTANCE OF WA COMMERCE FUNDS OF \$280,000 FOR PHASE 2		

**Agenda Wording**

Acceptance of WA Commerce Funds of \$280,000 for Phase 2 Climate Planning

**Summary (Background)**

The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with a focus on resilience and greenhouse gas emissions mitigation. WA Dept. of Commerce has made available funding for climate planning. The City has requested \$280,000 for Phase 2 for the 2025-2027 biennium, which is the remaining funding allocated. Phase 2 will focus on policy development, prioritization, environmental justice engagement and outcomes, and integration into the Plan Spokane 2046 comprehensive plan periodic update, due in December 2026. City Council accepted \$420,000 for Phase 1 of climate planning on February 26, 2024 (RES 2024-0142), which focused on community engagement, impacts analysis, gap analysis, and climate vulnerability and risk assessment with completion in June 2025. The WA Dept. of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act.

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

Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted

**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 planning work will focus on both quantitative and qualitative data through the lens of climate and equity. Quantitative data will be collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community’s vulnerabilities and those at highest risk for climate impacts. Data will also be collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset and

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

Following the 2026 Periodic update to the City’s Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.

**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: Council Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. “update the Comp Plan with ...climate goals”

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$ 280,000
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
This funding is for the 2025-2027 biennium. Council accepted \$420,000 for Phase 1 of climate planning on February 26, 2024 (RES 2024-0142). The WA Dept. of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act.	
<b>Amount</b>	
Revenue	\$ 280,000
Expense	\$ 280,000
Select	\$
<b>Budget Account</b>	
	# 1360-94175-99999-33442-20269
	# 1360-94175-58700-54201-20269
	#
	#
	#
	#
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Grant
<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>Dept Head</b>	GARDNER, SPENCER
<b>Division Director</b>	GARDNER, SPENCER
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>ACCOUNTING -</b>	BROWN, SKYLER
<b>Distribution List</b>	
	sgardner@spokanecity.org
smacdonald@spokanecity.org	mmurphy@spokanecity.org
eking@spokanecity.org	tblack@spokanecity.org
jstratton@spokanecity.org	nzollinger@spokanecity.org
klouden@spokanecity.org	mharrington@spokanecity.org



**Interagency Agreement with**

**City of Spokane**

**through**

**Growth Management Services**

**Contract Number:  
26-XXXXX-XXX**

**For**

**2025-2027 Climate Planning Grant**

**Dated:** Date of Execution

# Table of Contents

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>FACE SHEET .....</b>	<b>3</b>
<b>SPECIAL TERMS AND CONDITIONS.....</b>	<b>4</b>
1. AUTHORITY.....	4
2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING.....	4
3. CONTRACT MANAGEMENT .....	4
4. COMPENSATION.....	4
5. BILLING PROCEDURES AND PAYMENT.....	4
6. SUBCONTRACTOR DATA COLLECTION .....	6
7. INSURANCE .....	6
8. FRAUD AND OTHER LOSS REPORTING .....	6
9. ORDER OF PRECEDENCE .....	6
<b>GENERAL TERMS AND CONDITIONS.....</b>	<b>7</b>
1. DEFINITIONS.....	7
2. ALL WRITINGS CONTAINED HEREIN.....	7
3. AMENDMENTS .....	7
4. ASSIGNMENT.....	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION .....	7
6. COPYRIGHT.....	8
7. DISPUTES.....	8
8. GOVERNING LAW AND VENUE .....	9
9. INDEMNIFICATION .....	9
10. LICENSING, ACCREDITATION AND REGISTRATION.....	9
11. RECAPTURE .....	9
12. RECORDS MAINTENANCE.....	9
13. SAVINGS .....	9
14. SEVERABILITY .....	9
15. SUBCONTRACTING .....	10
16. SURVIVAL .....	10
17. TERMINATION FOR CAUSE .....	10
18. TERMINATION FOR CONVENIENCE .....	10
19. TERMINATION PROCEDURES.....	10
20. TREATMENT OF ASSETS.....	11
21. WAIVER .....	12
<b>ATTACHMENT A: SCOPE OF WORK.....</b>	<b>13</b>
<b>ATTACHMENT B: BUDGET .....</b>	<b>14</b>

# Face Sheet

Contract Number: 26-XXXXX-XX

**Local Government Division  
Growth Management Services  
2025-2027 Climate Planning Grant**

<b>1. Contractor</b> City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Maren Murphy Principal Planner 509 625-6737 mmurphy@spokanecity.org		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operation Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$280,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2027
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0003387	<b>12. UBI #</b> 328-013-877	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
<b>FOR CONTRACTOR</b>  DRAFT ONLY - DO NOT SIGN  _____ <insert name>, <insert title>  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING**

This Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

### **3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **4. COMPENSATION**

COMMERCE shall pay an amount not to exceed **two hundred eighty thousand (\$280,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### **5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of deliverables and services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-XXXX-XXX. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar

days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Contract funds must be used only for work covered by this Agreement. All back-up documents such as consultant or subcontractor/subgrantee invoices, expense reports, and/or staff time and expenses related to contract work, should be provided if requested by Commerce.

#### Final Invoices

Commerce will provide notification of the end of contract due date.

#### Grant Timeline

COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to Commerce are eligible for reimbursement under this Contract from July 1, 2025, through the end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).
- B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to

the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

**6. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**7. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**8. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**9. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

# **General Terms and Conditions**

## **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

## **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

## **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

## **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE 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.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE 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 Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"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.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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 resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

DRAFT

## Attachment A: Scope of Work

<b>Task, Steps, Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
<b>Step 5</b>	<b>Develop Draft Climate Resilience and GHG Goals and Policies</b>	<b>July 2025</b>	<b>Jan 2026</b>
Task 5.1	Develop Phase 2 climate engagement strategies with focus on environmental justice and Tribal engagement per RCW 36.70A.020	July 2025	Aug 2025
Task 5.2	Develop draft climate resilience and GHG goals and policies	July 2025	Oct 2025
Task 5.3	Develop multi-criteria prioritization analysis framework, including policy co-benefits, equity, and opportunity cost considerations	Aug 2025	Nov 2025
Task 5.4	Conduct multi-criteria prioritization analysis	Nov 2025	Feb 2026
Deliverable 5	Memo on draft climate goals and policies <ul style="list-style-type: none"> <li>• Multi-criteria prioritization analysis framework and outcomes</li> </ul>		Mar 2026
<b>Step 6</b>	<b>Environmental Justice Review</b>	<b>July 2025</b>	<b>Mar 2026</b>
Task 6.1	Review environmental justice considerations and propose amendments for land use and transportation goals and policies per RCW 36.70A.070, including efforts to avoid creating or worsening environmental health disparities	July 2025	Feb 2026
Deliverable 6	Memo on EJ outcomes and amendments for land use and transportation		Mar 2026
<b>Step 7</b>	<b>Integrate Climate Resilience and GHG Goals and Policies</b>	<b>Jan 2026</b>	<b>May 2026</b>
Task 7.1	Finalize resilience and GHG goals and policies and develop integrated matrix across elements	Jan 2026	Apr 2026
Deliverable 7A	Final matrix of resilience and GHG goals and policies		Apr 2026
Deliverable 7B	Final environmental justice engagement summary with documentation of participation of overburdened communities, vulnerable populations, and Tribes		May 2026

### **Attachment B: Budget**

<b>Deliverables</b>	<b>Grant Funds</b>
Deliverable 5: Memo on draft goals and policies, multi-criteria prioritization analysis framework and outcomes	\$150,000
Deliverable 6: Memo on EJ outcomes and amendments for land use and transportation	\$75,000
Deliverable 7A: Final matrix of resilience and GHG goals and policies	\$35,000
Deliverable 7B: Final environmental justice engagement summary with documentation of participation of overburdened communities, vulnerable populations, and Tribes	\$20,000
<b>Total</b>	<b>\$280,000</b>

DRAFT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Date Rec'd**

6/12/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/21/2025**Submitting Dept**

INFORMATION TECHNOLOGY

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

CYLAS X6494

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

CENGELAND@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON MCATHCART

**Sponsoring at Administrators Request**

NO

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

5300 - DATA CENTER USE AGREEMENT

**Agenda Wording**

Revenue Lease Agreement with City of Seattle City for a monthly lease payment of \$2,200 (plus applicable sales tax) per server rack cabinet placed in the City of Spokane Information Technology Dept. Data Center. Lease Agreement term begins July 1, 2025, through June 30, 2030, The monthly per-cabinet charge will increase 3% annually, beginning on the first anniversary of the Effective Date of this Agreement. Expected total revenue of \$1,086,089.48 over the five-year contract.

**Summary (Background)**

The City of Seattle is set to enter into a strategic lease agreement with the City of Spokane, leveraging Spokane's data center space. This collaboration is a key component of Seattle's comprehensive strategy to enhance data redundancy and disaster recovery capabilities by securing backup data center resources outside of Seattle. The City of Spokane will benefit financially by generating revenue through the leasing of its available data center space. The agreement meticulously outlines the terms for Seattle's utilization of Spokane's data center facilities, including provisions for access, fee structures, responsibilities, and termination clauses. The IT Department's expertise plays a crucial role in ensuring seamless integration and operational efficiency, thereby adding significant value to this partnership. The City of Seattle intends to locate eight server rack cabinets in Spokane's Data Center by early September 2025. The contract was reviewed and approved by Legal (Tim Szambelan). Cylas Engeland is the SME.

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

Not applicable – IT Data Center lease

**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 – IT Data Center lease

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

Not applicable – IT Data Center lease

**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 agreement aligns with the Sustainable Resources strategic initiative on sound financial objectives. This agreement is revenue-generating for City of Spokane IT Department.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ NA		
Current Year Cost	\$ NA		
Subsequent Year(s) Cost	\$ NA		
<b><u>Narrative</u></b>			
Revenue Lease. This contract will enable the City of Seattle to place server rack cabinets in the City of Spokane's Data Center, thereby generating revenue for the City of Spokane's Information Technology Department.			
<b>Amount</b>			
<b>Budget Account</b>			
Revenue	\$ 176,000.00	# 5300-30210-99999-36250	
Revenue	\$ 217,536.00	# 5300-30210-99999-36250	
Revenue	\$ 224,062.08	# 5300-30210-99999-36250	
Revenue	\$ 230,783.94	# 5300-30210-99999-36250	
Revenue	\$ 237,707.46	# 5300-30210-99999-36250	
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> Recurring			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Revenue Generating			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	MARTINEZ, LAZ	<b>ACCOUNTING -</b>	ZOLLINGER, NICHOLAS
<b>Division Director</b>			
<b>Accounting Manager</b>	BUSTOS, KIM		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Tracye Cantrell; tracye.cantrell@seattle.gov		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses		cbaird@spokanecity.org	

## DATA CENTER USE AGREEMENT

**THIS DATA CENTER USE AGREEMENT** (this “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), between **The City of Seattle**, a municipal corporation (the “Grantee”), and **City of Spokane, Washington** a municipal corporation (“Grantor”).

**WHEREAS**, Grantor owns or controls a certain Data Center (the “Data Center”); and

**WHEREAS**, Grantor will permit Grantee to use space within Data Center (the “Space”) in accordance with the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. RIGHT TO ACCESS TO THE SPACE**

Pursuant to the terms and conditions of this Agreement, Grantor will grant to Grantee a right to use the Space. The right to use the Space is a nontransferable right to occupy and utilize the Space, which is described in Exhibit A.

### **2. TERM OF AGREEMENT; FEES**

#### **2.1. TERM OF AGREEMENT**

This Agreement shall become effective upon the parties’ signature and shall be for no more than a (5) five-year term. The parties may agree to negotiate a one-time (5) five-year renewal term. Upon mutual agreement, the number of Grantee-owned server cabinets placed in the Data Center may be increased subject to the availability of space and data center resources, or decreased, as needed, during the term of the Agreement.

#### **2.2. FEES**

Grantor will charge the Grantee \$2,200.00 per server cabinet, per month for each server cabinet placed in the Grantor’s Data Center. The monthly per-cabinet charge will increase 3% annually, beginning on the first anniversary of the Effective Date of this Agreement.

Following the Effective Date, Grantee shall be granted access to the Data Center for the purpose of build-out and installation activities. This build-out phase shall not exceed sixty (60) days unless otherwise agreed in writing. Charges shall commence on the earlier of (i) the date Grantee begins operational use of the Space or (ii) the end of the build-out phase.

Separate from per server cabinet charges, the use of remote-hands shall be paid on an as needed basis and at a standard rate of \$120 /hour during normal business hours of operations, which includes M-F 8AM to 5PM, except for Grantor recognized holidays. Remote-hands support requests during normal business hours shall be billed in 15-minute increments. Planned and unplanned remote-hands support provided

outside of normal business hours will be billed at 1.5 times the standard rate. A minimum of two (2) hours will be billed for each remote-hands support request outside of normal business hours, with additional time billed in 15-minute increments thereafter. The standard rate will increase 3% annually, beginning on the first anniversary of the Effective Date of this Agreement.

### **3. RESPONSIBILITIES AND ACKNOWLEDGMENTS**

- 3.1.** Grantee retains ownership and complete authority over the equipment Grantee locates in the Data Center.
- 3.2.** Grantee is solely responsible for the IT operations of their equipment, including monitoring, maintenance, repairs, and replacement of hardware.
- 3.3.** Placement of all equipment within the Data Center will be by mutual agreement. Due to load and space limitations, Grantor may limit the type and the amount of equipment that Grantee places in the Data Center. Grantee shall notify Grantor in advance of any plans to add or remove equipment.
- 3.4.** Grantee agrees to cover all empty rack units with filler plates to ensure proper airflow within the Data Center.
- 3.5.** Grantor will access Grantee's equipment only when requested by Grantee via use of remote-hands request.
- 3.6.** Grantor shall notify Grantee within one (1) hour of becoming aware of any event that could damage equipment or jeopardize system stability. Each party shall provide the other party with a list of contacts, including methods for reaching the other party 24 hours a day, 7 days a week.
- 3.7.** Grantor may lease space in the Data Center to other grantees; however, if Grantor is considering leasing available space to another entity, Grantee shall have the first right of refusal to rent that space for the placement of additional server cabinets, subject to mutual agreement and availability of space and resources.
- 3.8.** Grantee is responsible for determining, communicating, and funding their own Disaster Recovery Plan. No disaster recovery infrastructure, space, or services are inherently provided by Grantor as part of the Agreement. Notwithstanding the foregoing, Grantor shall provide all accommodations related to Grantee's operation of Grantee's equipment within the Data Center, including access to the Data Center, as described in this Agreement, security of the Data Center, electricity, connectivity between the Data Center and Grantee's switch, redundant power back-up, environmental control, 24/7 fire and emergency alarm monitoring, and basic "remote-hands" assistance.
- 3.9.** Grantor will provide Grantee personnel with 24/7 key-card access to the Data Center upon proof of successful completion of a criminal background check and Criminal Justice Information Services (CJIS) training. Proof of both the background check and CJIS training must be submitted to Grantor prior to access being issued. This access allows Grantee personnel to perform unescorted IT operational tasks on their equipment. Any visitors or individuals without key-card access must wear a visitor badge and be accompanied at all times by authorized personnel.

Grantee personnel shall enter and exit only through designated access points and shall restrict their movement within the facility to approved areas—specifically, the hallways, rooms, and floors necessary for performing data center-related operations. For any party with unescorted access (Grantor or any leasees), Grantor will provide all Grantees proof of a successful completion of a criminal background check and Criminal Justice Information Services (CJIS) training. Proof of both the background check and CJIS training must be submitted to Grantor prior to access being issued. Grantor will also provide proof of regular renewal of criminal background checks for any parties allowed unescorted access.

#### **4. GRANTEE RIGHTS / USE OF FACILITIES**

- 4.1.** Grantee shall use the Data Center for providing information technology services to Grantee operations. The Grantee cannot sell, lease, or sublease Data Center space to another entity.
- 4.2.** Grantee shall not use the Data Center in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction over the Data Center.
- 4.3.** Grantee shall have the right to install and maintain server cabinets and related equipment in the Data Center based on pre-approved availability of space.

#### **5. TITLE**

All right, title, and interest in the Data Center and any other equipment or facility of Grantor shall, at all times, remain exclusively with Grantor. All right, title, and interest in the equipment placed within the Data Center by Grantee and any other equipment or facility of Grantee shall, at all times, remain exclusively with Grantee.

#### **6. LIENS AND ENCUMBRANCES**

Neither party, directly or indirectly, shall create or impose any lien on the property of the other party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other.

#### **7. INDEMNIFICATION; LIMITATIONS OF LIABILITY**

- 7.1.** Each Party shall indemnify and hold harmless the other Party and its respective officers, agents and employees from and against all third-party claims, damages, losses, liabilities, and costs arising from its acts or omissions pursuant to this Agreement including without limitation attorney fees and cost.
- 7.2.** Grantee shall indemnify and hold harmless Grantor and its respective officers, agents and employees from and against all claims, damages, losses, liabilities and costs arising from Grantor's failure to obtain and maintain required private rights respecting the Grantor's Data Center.
- 7.3.** Grantee's sole and exclusive remedies for breach or non-performance of this Agreement by Grantor shall be re-performance and/or repair or replacement by Grantor of any defective

services, or of any defective equipment provided in connection with the services. Neither Party will in any event be liable for special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Grantor's Data Center. Each party's liability for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages. The Grantor shall not be liable for any damages involving the repair or replacement by Grantor's Data Center to all of Grantee's customers.

## **8. GRANTEE RESPONSIBILITIES**

Grantee shall be responsible for obtaining and maintaining any government authorizations, approvals and other required rights required for Grantee's use of the Data Center provided that Grantor shall cooperate with Grantee in such efforts as reasonably required. Grantee shall be solely responsible for the purchase, installation and maintenance of all Data Center Interconnect (DCI) technology and other equipment required by Grantee to interconnect with the Data Center.

## **9. NOTICES**

All notices, demands, requests or other communications given under this Agreement shall be (i) in writing, (ii) effective on the first business day following the date of receipt, and (iii) be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service or by computer email (followed by confirmation on the same or following day by overnight delivery or by mail as aforesaid) to the address set forth below or as may subsequently in writing be requested.

If to Grantor:

City of Spokane  
City IT Director  
808 West Spokane Falls Blvd  
Spokane, WA 99201-3326

If to the Grantee:

City of Seattle  
Chief Technology Officer  
700 5<sup>th</sup> Avenue  
Seattle, WA 98104

## **10. DEFAULT AND TERMINATION**

### **10.1. Event of Default**

Any of the following shall constitute an event of default: (a) Grantee fails to pay any undisputed amount owed to Grantor within sixty (60) days after its due date; (b) Grantor fails to perform or observe any other representation, warranty, covenant, condition or term within this Agreement and fails to cure such breach within thirty (30) days after written notice from Grantee; (c) any representation or warranty made by Grantor hereunder or in any other instrument provided to Grantee by Grantor proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of

debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Grantee; (e) Grantee becomes insolvent or fails generally to pay its debts as they become due; (f) Grantee voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) Grantor fails to observe or perform any of its representations, warranties, and/or obligations with Grantee and fails to cure such breach within thirty (30) days after written notice.

#### **10.1.1. Remedies.**

In the event of a default by either Party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all amounts under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Washington law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the Data Center cabinets and equipment.

### **10.2. Termination**

#### **10.2.1. For Cause**

Either party may terminate this Agreement if the other party is in material breach of any of the terms of this Agreement, and such breach has not been corrected to the aggrieved party's reasonable satisfaction in a timely manner.

#### **10.2.2. For Grantee's Convenience**

Grantee may terminate this Agreement at any time, without cause and for any reason including the Grantee's convenience, upon written notice to the Grantor.

#### **10.2.3. Nonappropriation of Funds**

Grantee may terminate this Agreement at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

### **11. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

### **12. ASSIGNMENT**

Neither party may, without the other parties' written notice, assign or otherwise transfer this Agreement or its rights or obligations hereunder to any other party, in whole or in part.

### **13. RELATIONSHIP OF THE PARTIES**

The relationship between Grantee and Grantor shall not be that of partners, agents or joint ventures for one another and nothing contained in this Agreement shall be deemed to constitute a partnership,

agency, or joint venture agreement between them. Grantee and Grantor shall report and pay, or cause to be reported and paid, in a timely manner (i) all wages, salary, health and welfare benefits, social security, unemployment and workers' compensation to which its employees and agents are entitled and (ii) all applicable federal, state and local employment taxes required to be withheld or paid with respect to all compensation paid to its employees and agents. Grantee may not use the name, logo, or emblem of Grantor's, or any of its schools or affiliates in any brochure, publication, or advertisement, without first obtaining Grantor's prior written consent in each instance. Grantor acknowledges that immediate, extensive, and irreparable damage will result if this provision is not specifically enforced. Therefore, in addition to, and not in limitation of, any other remedy available to Grantee, Grantor may enforce the foregoing provision in judicial proceedings by a decree of specific performance and appropriate injunctive relief as may be applied for and granted in connection with such enforcement.

**14. FORCE MAJEURE**

Neither party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, strikes, lockouts, denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control and not caused by the fault or negligence of the party claiming force majeure. The required time for performance hereunder by the party claiming force majeure shall be extended to account for any such force majeure event and the party claiming force majeure shall use diligence/best efforts to resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**The City of Seattle**

**City of Spokane, Washington**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

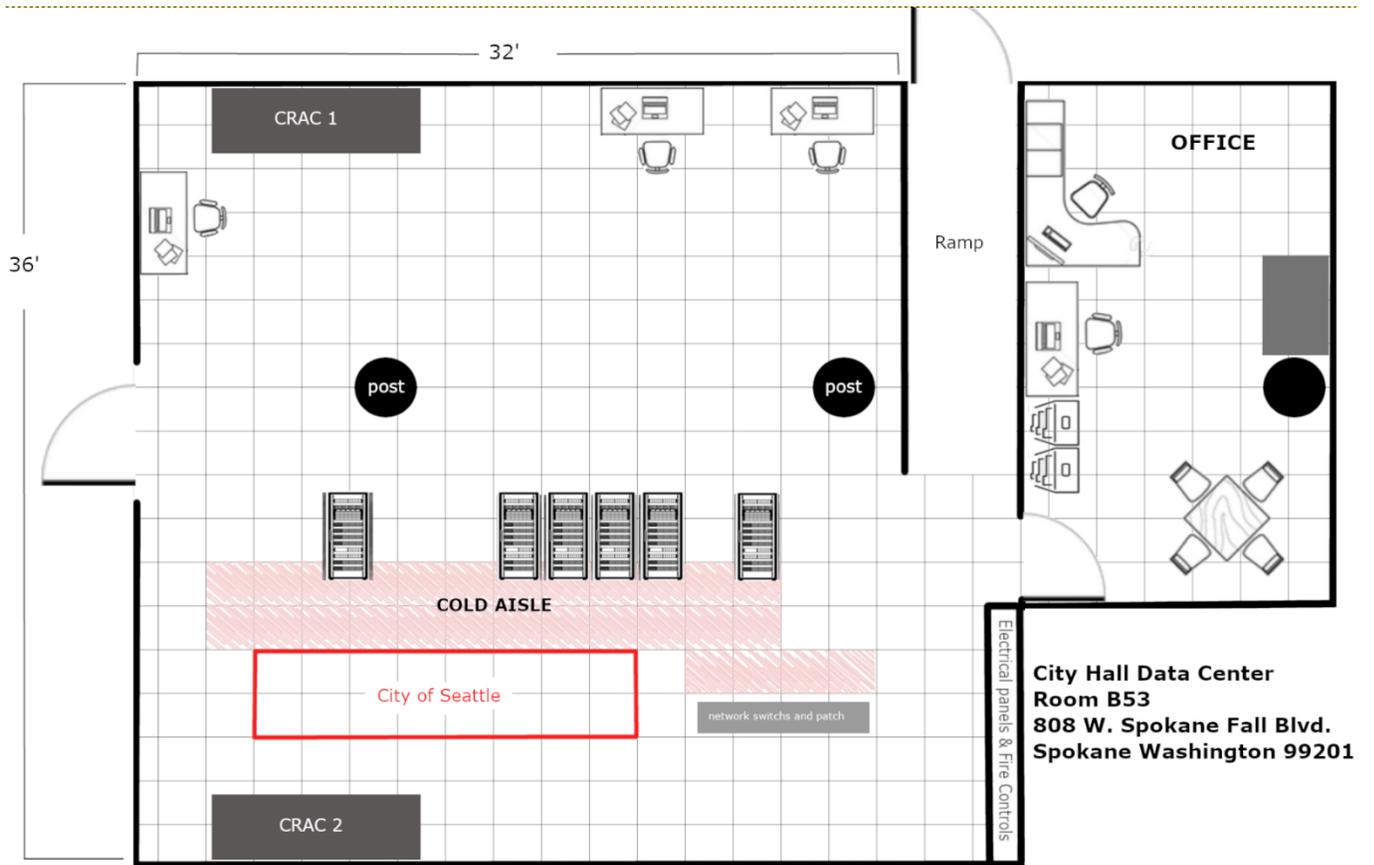
Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A



Approximately 1,152 square foot secured data center with raised floor, up to 30 Tons of cooling capacity, 208V power, clean agent fire suppression system, and Liebert EXM UPS.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 07/14/2025

<b>Date Rec'd</b>		6/18/2025	
<b>Clerk's File #</b>		OPR 2024-0490	
<b>Cross Ref #</b>			
<b>Project #</b>			
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	RFP #6037-24
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Requisition #</b>	MASTER
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON	MCATHCART	ZZAPPONE
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5100- CONTRACT AMENDMENT WITH DOBBS PETERBILT		

**Agenda Wording**

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed services in a more timely manner.

**Summary (Background)**

Total compensation for Company's services under this agreement shall not exceed Four Million and No/100 Dollars (\$4,000,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

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

No impact

**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?**

No data is going to be collected.

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

No data is going to 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?**

This aligns with city purchasing policies.

**Council Subcommittee Review**

No subcommittee to 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>		
Neutral \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> Recurring			
<b>Funding Source Type</b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>	Recurring		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	STRATTON, JESSICA		
<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>			
nathan.connell@dobbspeterbilt.com		rgiddings@spokanecity.org	
atrussell@spokanecity.org		tprince@spokanecity.org	
tbrazington@spokanecity.org		jrhall@spokanecity.org	



**City of Spokane**

**NO COST CONTRACT AMENDMENT**

Title: General Repair and Maintenance of Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and WESTERN PETERBILT, LLC dba DOBBS PETERBILT, whose address is 23501 East Knox Avenue, Liberty Lake, WA 99019, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

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

1. **DOCUMENTS.** The original Contract dated June 26, 2024, 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 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Eight Hundred Thousand and No/100 Dollars (\$800,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~

Total compensation for Company's services under this agreement shall not exceed Four Million and No/100 Dollars (\$4,000,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

<p>WESTERN PETERBILT, LLC dba DOBBS PETERBILT</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p>
---	---

Attachments that are part of this Contract Amendment:

None

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 07/14/2025

		<b>Date Rec'd</b>	6/18/2025
		<b>Clerk's File #</b>	OPR 2024-0494
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	RFP #6037-24
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Requisition #</b>	MASTER
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON MCATHCART ZZAPPONE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5100 - CONTRACT AMENDMENT WITH SWS EQUIPMENT		

**Agenda Wording**

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner.

**Summary (Background)**

Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

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

No impact

**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?**

No data collecting at this time.

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

No data collecting at this time.

**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 aligns with city purchasing policy.

**Council Subcommittee Review**

No 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>		
Neutral \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> Recurring			
<b>Funding Source Type</b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>	Recurring		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	STRATTON, JESSICA		
<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>			
mattc@swsequipment.com		rgiddings@spokanecity.org	
atrussell@spokanecity.org		tprince@spokanecity.org	
tbrazington@spokanecity.org		jrhall@spokanecity.org	



**City of Spokane**  
**NO COST CONTRACT AMENDMENT**  
Title: General Repair and Maintenance of  
Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SWS EQUIPMENT, INC., whose address is 6515 North Nixon Avenue, Spokane valley, WA 99212, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

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

1. **DOCUMENTS.** The original Contract dated June 26, 2024, 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 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~

Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

SWS EQUIPMENT, INC	CITY OF SPOKANE:
--------------------	------------------



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 07/14/2025

		<b>Date Rec'd</b>	6/18/2025
		<b>Clerk's File #</b>	OPR 2024-0495
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	RFP #6037-24
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Requisition #</b>	MASTER
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON      MCATHCART      ZZAPPONE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5100 - CONTRACT AMENDMENT WITH RWC GROUP		

**Agenda Wording**

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner.

**Summary (Background)**

Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

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

No impacts

**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?**

No data collect at this time.

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

No data collected at this time.

**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 aligns with city purchasing policy.

**Council Subcommittee Review**

No 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>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b> Recurring	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	STRATTON, JESSICA
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b><u>PURCHASING</u></b>	PRINCE, THEA
<b>Distribution List</b>	
jhornby@rwcgroup.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	jrhall@spokanecity.org



**City of Spokane**

**NO COST CONTRACT AMENDMENT**

Title: General Repair and Maintenance of Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and RWC INTERNATIONAL, LTD., RWC GROUP, whose address is 824 North Thierman Road, Spokane Valley, WA 99212, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

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

1. **DOCUMENTS.** The original Contract dated July 1, 2024, 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 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~

Total compensation for Company's services under this agreement shall not exceed Five Hundred Thousand and No/100 Dollars (500,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

RWC INTERNATIONAL, LTD., RWC GROUP	CITY OF SPOKANE:
------------------------------------	------------------



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 07/14/2025

		<b>Date Rec'd</b>	6/18/2025
		<b>Clerk's File #</b>	OPR 2024-0527
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	WA ST CONTRACT
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Requisition #</b>	MASTER
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON      MCATHCART      ZZAPPONE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5100 - CONTRACT AMENDMENT WITH POMP'S TIRE		

**Agenda Wording**

Fleet Services would like to amend the contract with Pomp's Tire for tire services utilizing the Washington State DES Contract.

**Summary (Background)**

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed services in a more timely manner.

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

No impact 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?**

No data will be collected

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

On going price and service evaluation.

**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 policies.

**Council Subcommittee Review**

No sub committee for this topic.

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	YES
Total Cost	\$ 0
Current Year Cost	\$ 0
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.	
<b>Amount</b>	
Neutral	\$
Select	\$
<b>Budget Account</b>	
	#
	#
	#
	#
	#
	#
<b>Funding Source</b>	Recurring
<b>Funding Source Type</b>	Program Revenue
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	STRATTON, JESSICA
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>PURCHASING</b>	PRINCE, THEA
<b>Distribution List</b>	
jason.jeffries@pompstire.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tbrazington@spokanecity.org
tprince@spokanecity.org	fleetservicesaccounting@spokanecity.org



**City of Spokane**  
**NO COST CONTRACT AMENDMENT**  
Title: MISCELLANEOUS TIRE SERVICES

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and POMP TIRE SERVICES, whose address is 1505 North Hough Street, Spokane, WA 99212, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE MISCELLANEOUS TIRE SERVICES; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed services in a more timely manner ;

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

1. **DOCUMENTS.** The original Contract dated July 11, 2024, 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 July 1, 2025.
3. **AMENDMENT.** Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Three Hundred Eighty Thousand and No/100 Dollars (\$380,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~

Total compensation for Company's services under this agreement shall not exceed One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) and applicable tax for the Contract term of July 1, 2024 through June 30, 2029.

4. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

POMP TIRE SERVICES	CITY OF SPOKANE:
--------------------	------------------

By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

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

Attachments that are part of this Contract Amendment:

None

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 07/14/2025

		<b>Date Rec'd</b>	6/18/2025
		<b>Clerk's File #</b>	OPR 2024-0491
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	RFP #6037-24
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Requisition #</b>	MASTER
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON MCATHCART ZZAPPONE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5100 - CONTRACT AMENDMENT WITH KENWORTH SALES		

**Agenda Wording**

The City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner.

**Summary (Background)**

Total compensation for Company's services under this agreement shall not exceed One Million and No/100 Dollars (\$1,000,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

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

No impact

**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?**

No data collected at this time.

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

No data collected at this time.

**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 aligns with city purchasing policies.

**Council Subcommittee Review**

No 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>		
Neutral \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> Recurring			
<b>Funding Source Type</b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>	Recurring		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	STRATTON, JESSICA		
<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>			
wbeal@kwsco.com		rgiddings@spokanecity.org	
atrussell@spokanecity.org		tprince@spokanecity.org	
tbrazington@spokanecity.org		jrhall@spokanecity.org	



**City of Spokane**  
**NO COST CONTRACT AMENDMENT**  
Title: General Repair and Maintenance of  
Medium/Heavy Duty Trucks and Equipment

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and KENWORTH SALES COMPANY, whose address is 6420 East Broadway Avenue, Spokane, WA 99212, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE GENERAL REPAIR AND MAINTENANCE OF MEDIUM AND HEAVY DUTY TRUCKS AND EQUIPMENT; and

WHEREAS, the City desires to convert this to a Master Contract, thus changing the Compensation terms, to better serve the City's needs and facilitate needed repairs in a more timely manner ;

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

1. **DOCUMENTS.** The original Contract dated July 1, 2024, 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 3. Compensation/Payment of the contract documents is amended to read as follows:

~~Total annual compensation for Company's services under this Agreement shall not exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00) and applicable tax, per year, for everything furnished and done under this agreement~~

Total compensation for Company's services under this agreement shall not exceed One Million and No/100 Dollars (\$1,000,000.00) and applicable tax for the Contract term of May 1, 2024 through April 30, 2029.

4. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a "no-cost" Contract Amendment.

KENWORTH SALES COMPANY	CITY OF SPOKANE:
------------------------	------------------



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 07/14/2025

<b>Date Rec'd</b>		6/16/2025	
<b>Clerk's File #</b>		RES 2025-0050	
<b>Cross Ref #</b>			
<b>Project #</b>			
<b>Submitting Dept</b>	CITY ATTORNEY	<b>Bid #</b>	
<b>Contact Name/Phone</b>	NATE ODLE 6288	<b>Requisition #</b>	PAID VIA CLAIMS
<b>Contact E-Mail</b>	NODLE@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Resolutions		
<b>Council Sponsor(s)</b>	PDILLON MCATHCART		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5800 SETTLEMENT RESOLUTION		

**Agenda Wording**

Resolution approving settlement with Seraphima Steffy-Kirkham in the amount of \$300,000.00.

**Summary (Background)**

Ms. Steffy-Kirkham filed a claim for damages with the City of Spokane on November 20, 2023, arising out of a vehicle accident with a City employee on or about June 29, 2022, in the City of Spokane.

**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>		
Expense \$ 300,000.00	# 5800-78100-14780-54601		
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>Dept Head</b>	SCHOEDEL, ELIZABETH	<b><u>PURCHASING</u></b>	WAHL, CONNIE
<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>	PICCOLO, MIKE		
<b>Distribution List</b>			
		nodle@spokanecity.org	
sdhansen@spokanecity.org		fspring@spokanecity.org	
dstragier@spokanecity.org		Zach.Ray@us.davies-group.com	
ddaniels@spokanecity.org			

RESOLUTION RE SETTLEMENT  
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Seraphima Steffy-Kirkham (“Claimant”) on November 20, 2023, arising out of an incident on or about June 29, 2022, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$300,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

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

The City of Spokane authorizes that payment in the amount of THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$300,000.00), to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Approved as to form:

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