

# THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



## AGENDA FOR 12:00 P.M. MONDAY, MARCH 23, 2026

The Spokane City Council's Finance and Administration Committee meeting will be held at **12:00 PM March 23, 2026**, 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 #2484 430 6675; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 4<sup>th</sup> Monday of each month at 12:00 p.m. unless otherwise posted.

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

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

<https://forms.gle/bkT286mc72d1ECFg5>

## **AGENDA**

### **Call to Order**

### **Discussion Items**

1. 2024 ACCOUNTABILITY AUDIT EXIT CONFERENCE - DANIELLE ARNOLD (10 minutes)
2. VISIT SPOKANE - ROSE NOBLE (15 minutes minutes)
3. AIRPORT PFAS SHORT TERM INTERIM ACTION WORK PLAN - MARLENE FEIST (10 minutes)
4. UPDATE ON SAFE STREETS CYCLE 15 - JON SNYDER (10 minutes)
5. SBO Q1 2026 HR RANGE CHANGES - ALLISON ADAM (5 minutes)
6. DETENTION SERVICES CONTRACT PERFORMANCE AUDIT - DANIELLE ARNOLD (10 minutes)
7. SPECIAL BUDGET ORDINANCE – PSAP OPERATIONS MANAGER FTE & REVENUE - STEPHEN WILLIAMS (5 minutes)
8. NOTIFICATION OF NORTHEAST COMMUNITY CENTER PARKING FEASIBILITY STUDY CONGRESSIONALLY DESIGNATED SPENDING GRANT REQUEST - COLE WICKER (5 minutes)
9. SPECIAL BUDGET ORDINANCE - PARTICIPATORY BUDGETING GRANT - JERRALL HAYNES (5 minutes)
10. SPECIAL BUDGET ORDINANCE – EMERGENCY STREETS GRANT - COLE WICKER (5 minutes)
11. DISCUSSION ON COUNCIL BUDGET PRIORITIES FOR THE NEXT BIENNIUM - KATE FAIRBORN (10 minutes)

### **Consent Items**

1. PENSER CONTRACT ONE (1) YEAR RENEWAL (HUMAN RESOURCES)
2. 5100 - PURCHASE OF JOHN DEERE 544P LOADER FOR THE STREET DEPARTMENT (FLEET SERVICES)
3. 5100 - PURCHASE OF TYMCO 500X SWEEPER FOR THE STREET DEPARTMENT (FLEET SERVICES)
4. CARAHSOFT – SALESFORCE LICENSES & ANNUAL SUPPORT (INFORMATION TECHNOLOGY)

5. JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE (INFORMATION TECHNOLOGY)
6. LOGRHYTHM ANNUAL MAINTENANCE (INFORMATION TECHNOLOGY)
7. T&L - SMC 07.03.020 IMPREST FUNDS AMOUNT (FINANCE & ADMINISTRATION)
8. ACCEPTANCE OF EMERGENCY STREETS GRANT (ACCOUNTING)
9. ACCEPTANCE OF WA COMMERCE PARTICIPATORY BUDGET GRANT (ACCOUNTING)
10. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
11. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
12. SETTLEMENT RESOLUTION (CITY ATTORNEY)

. **Public Testimony**

. **Executive Session**

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

. **Adjournment**

. **Next Meeting**

**Next Finance & Administration Committee**

The next meeting will be held at the regular date and time of **12:00 PM. April 27, 2026.**

**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:** 03/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/18/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

FINANCE &amp; ADMINISTRATION

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

DANIELLE 625-6389

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

DARNOLD@SPOKANECITY.ORG

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

2024 ACCOUNTABILITY AUDIT EXIT CONFERENCE

**Agenda Wording**

Office of the Washington State Auditor's 2024 Accountability Audit

**Summary (Background)**

The Office of the Washington State Auditor (SAO) will be presenting the results of the 2024 Accountability Audit to the City of Spokane City Council to conclude the audit.

**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 \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	STRATTON, JESSICA
<b>Division Director</b>	BOSTON, MATTHEW
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
mboston@spokanecity.org	sneal@spokanecity.org



Exit Recommendations  
City of Spokane  
Audit Period Ending: 12/31/2024

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We are providing the following exit recommendations for management's consideration. They are not referenced in the audit report. We may review the status of the following exit items in our next audit.

## Accountability

### **Payroll Disbursements - Monitoring of Employee Work Activity**

We continue to recommend the City consider establishing policies and procedures addressing requirements for outside employment.

### **EFT Policy**

We recommend the City continue to develop policies and procedures over electronic payments to require adequate verification of bank account changes with the employee or vendor, and to include the required elements prescribed in the BARS Manual (3.8.11.30).

### **Travel Cards**

We recommend the City:

- Retain travel card applications for all employees issued travel cards.
- Obtain documentation that shows the travel period for travel related expenditures as its travel policy requires (ADMIN-0410-24-04).
- Consider updating its travel policy to require employees issued travel cards to sign cardholder agreements following its established practice and consistent with the City's purchase card policy.

### **Minor contract compliance**

We recommend the City perform semi-annual internal audits to review compliance with the City's minor contract authorization policy as required (ADMIN 0500-19-01).

### **Fire Department OT Payments**

We recommend the City:

- Compensate firefighters for overtime in accordance with the rules established in its collective bargaining agreements.
- Perform an analysis and consult with legal counsel to determine whether excessive overtime paid to firefighters in May and June 2024 is considered a gift of public funds and whether it should recover the overpayments.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Information Only**Date Rec'd**

3/19/2026

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

PUBLIC WORKS

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

MARLENE FEIST 509-625-6505

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

MFEIST@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON KKLITZKE

**Sponsoring at Administrators Request**

NO

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

AIRPORT PFAS SHORT TERM INTERIM ACTION WORK PLAN

**Agenda Wording**

Spokane International Airport, Spokane International Airport (SIA), the City of Spokane, and Spokane County have submitted a plan to the Department of Ecology that details work to provide access to clean drinking water and initiate additional testing of private wells for forever chemicals on the West Plains.

**Summary (Background)**

The Plan responds to a requirement by the Washington state Department of Ecology to implement emergency interim actions in an Ecology-defined area primarily to the north and east of the airport. Ecology ultimately will need to approve the plan before implementation begins. The three partners have proposed a response plan that focuses first on the need for clean water. The Plan will facilitate immediate access to clean drinking water for all property owners and tenants in the defined area.

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

This project is designed to serve community members who live in an area of the West Plains defined by the Washington State Department of Ecology.

**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?**

The three partners will be gathering information on the property owners and tenants that we serve through components of the plan, including providing access to clean water and testing of private wells. This will require collaboration.

**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 plans is designed to align with the Agreed Order between the City/County and the Department of Ecology. That order was adopted by City Council in January 2026. It is also designed to be consistent with the Enforcement Order between Spokane International Airport and Ecology. The actions under both orders are governed by the Model Toxics Control Act (MTCA).

**Council Subcommittee Review**

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Information Only**Date Rec'd**

3/20/2026

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

TRANSPORTATION &amp;

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

JON SNYDER 625-6069

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

JSNYDER@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE KTELIS SDIXIT

**Sponsoring at Administrators Request**

NO

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

UPDATE ON SAFE STREETS CYCLE 15

**Agenda Wording**

Update on the 2026 process for selecting Safe Streets (traffic calming) projects (for Cycle 15 construction)

**Summary (Background)**

This fall the city will select projects for the next round of traffic calming projects, Cycle 15, which is the 2028 construction season for standard projects and the 2027 construction season for quick-build projects. Our goal is to have approximately 30 projects for the Commission to consider in the fall. Due to funding constraints the final list of projects for Cycle 15 will likely be limited to 5-10 projects. We are purposely generating many more projects this year than we can build in the near future to better understand the need and to have projects available when special opportunities arise. Projects scoped but not selected this year are expected to be considered for next year's cycle. In this month's update we will cover, and feedback is sought, for three things:

1. Update on traffic safety projects submitted through 311 and information on the internal work group on traffic calming which is evaluating and narrowing a project list to be presented to the commission.
2. Network projects list: these are the projects that specifically build out current approved plans such as 27 x 2027, the Bicycle Master Plan, the Pedestrian Master Plan, the Bicycle Priority Network and Division Connects BRT.
3. DOWL project list remainders: these are projects developed from a public process four years that are still being considered for construction.

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

The state has an equity mandate related to the lowest income quartile in terms of project selection. We have to make sure a certain portion (minimum) of our designated spending is spent in census tracts with the lowest quartile income.

**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?**

Demographic data is a component used to inform priority in project selection. A matrix of data components goes through the Transportation Commission and is regularly updated at City Council committee and legislative meetings to inform both recommendations and decision making

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

An annual report is presented to the Transportation Commission and we are working on pre/post data collection for project efficacy.

**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?**

Some of the projects within the Traffic Calming scope include funding of already approved network plans-related to the Bicycle Priority Network, the Pedestrian Master Plan, etc.

**Council Subcommittee Review**

Council Members Zappone, Telis, and Dixit serve as liaisons to the Transportation Commission and seek this opportunity at F & A to share their work with staff thus far.

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/18/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

HUMAN RESOURCES

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

ALLISON ADAM 625-6383

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

AADAM@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

SBO Q1 2026 HR RANGE CHANGES

**Agenda Wording**

Q1 2026 classification additions and updates to titles and/or pay range changes due to salary analysis.

**Summary (Background)**

The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed in the attached Council Briefing Paper. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

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

Ensure compensation equity

**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?**

Ensure compensation equity

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? NO	
Total Cost	\$ 67,254 - 162,279
Current Year Cost	\$ 43,974 - 106,106
Subsequent Year(s) Cost	\$ Indeterminable
<b><u>Narrative</u></b>	
Total Cost: General Fund: \$1,733 - \$1,984. However, for SPNs without a former range, indeterminable Current Year: General Fund: \$1,133 - \$1,297. However, for SPNs without a former range, indeterminable	
<b>Amount</b>	
Select	\$
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Select	\$
<b>Budget Account</b>	
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<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>	
No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance. See Council Briefing Paper for Operational Impacts.	
<b>Approvals</b>	
<b>Dept Head</b>	ADAM, ALLISON
<b>Division Director</b>	ADAM, ALLISON
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>MANAGEMENT &amp;</b>	MILLER, JACOB
<b>Distribution List</b>	
ckittrell@spokanecity.org	

## Council Briefing Paper

### Finance & Administration Committee

<b>Committee Date</b>	March 23 <sup>rd</sup> , 2026																																																																																				
<b>Submitting Department</b>	Human Resources																																																																																				
<b>Contact Name</b>	Allison Adam, Director of HR																																																																																				
<b>Contact Email &amp; Phone</b>	<a href="mailto:aadam@spokanecity.org">aadam@spokanecity.org</a> ; 625-6383																																																																																				
<b>Council Sponsor(s)</b>	<u>Council President Wilkerson and Council Member Dillon</u>																																																																																				
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 10 min																																																																																				
<b>Agenda Item Name</b>	Special Budget Ordinance – Quarter 1 2026 HR Range Change																																																																																				
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																				
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only																																																																																				
<p><b>Summary</b></p> <p><b>What is the specific purpose or need for the budget adjustment?</b></p> <p><b>What changes or developments have triggered this request?</b></p>	<p>The City's Human Resources department conducted an internal and external salary analysis of the below job classifications due to a change in duties and job responsibilities. The individual job classifications affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Union</th> <th>SPN/ Job Code</th> <th>Title</th> <th>From Grade</th> <th>To Grade</th> <th>Former Range</th> <th>New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7"><b>Civil Service Request</b></td> </tr> <tr> <td>M&amp;P-B</td> <td>121</td> <td>Risk Management Analyst</td> <td>---</td> <td>A02-42</td> <td>---</td> <td>\$74,938.32- \$106,362.72</td> </tr> <tr> <td>M&amp;P-B</td> <td>092</td> <td>Equity and Inclusion Specialist</td> <td>---</td> <td>A02-38</td> <td>---</td> <td>\$68,047.92- \$96,361.20</td> </tr> <tr> <td colspan="7"><b>Department Director Request</b></td> </tr> <tr> <td>L270</td> <td>210</td> <td>Wastewater Inspector</td> <td>A05-35</td> <td>A05-38</td> <td>\$54,601.20- \$85,127.76</td> <td>\$56,960.64- \$91,162.08</td> </tr> <tr> <td>L270</td> <td>662</td> <td>Water Hydroelectric Plant Operator</td> <td>A05-36</td> <td>A05-38</td> <td>\$55,582.56- \$86,819.04</td> <td>\$56,960.64- \$91,162.08</td> </tr> <tr> <td>L270</td> <td>662C</td> <td>Certified Water Hydroelectric Plant Operator</td> <td>A05-38</td> <td>A05-40</td> <td>\$56,960.64- \$91,162.08</td> <td>\$58,818.96- \$96,904.08</td> </tr> <tr> <td>L270</td> <td>664</td> <td>Water Hydroelectric Plant Mechanic</td> <td>A05-36</td> <td>A05-38</td> <td>\$55,582.56- \$86,819.04</td> <td>\$56,960.64- \$91,162.08</td> </tr> <tr> <td>L270</td> <td>664C</td> <td>Certified Water Hydroelectric Plant Mechanic</td> <td>A05-38</td> <td>A05-40</td> <td>\$56,960.64- \$91,162.08</td> <td>\$58,818.96- \$96,904.08</td> </tr> <tr> <td>M&amp;P-B</td> <td>072</td> <td>Grants Supervisor</td> <td>---</td> <td>A02-48</td> <td>---</td> <td>\$86,860.80- \$124,006.32</td> </tr> <tr> <td>M&amp;P-B</td> <td>073</td> <td>Grants Writer</td> <td>---</td> <td>A02-36</td> <td>---</td> <td>\$64,957.68- \$91,684.08</td> </tr> </tbody> </table>	Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range	<b>Civil Service Request</b>							M&P-B	121	Risk Management Analyst	---	A02-42	---	\$74,938.32- \$106,362.72	M&P-B	092	Equity and Inclusion Specialist	---	A02-38	---	\$68,047.92- \$96,361.20	<b>Department Director Request</b>							L270	210	Wastewater Inspector	A05-35	A05-38	\$54,601.20- \$85,127.76	\$56,960.64- \$91,162.08	L270	662	Water Hydroelectric Plant Operator	A05-36	A05-38	\$55,582.56- \$86,819.04	\$56,960.64- \$91,162.08	L270	662C	Certified Water Hydroelectric Plant Operator	A05-38	A05-40	\$56,960.64- \$91,162.08	\$58,818.96- \$96,904.08	L270	664	Water Hydroelectric Plant Mechanic	A05-36	A05-38	\$55,582.56- \$86,819.04	\$56,960.64- \$91,162.08	L270	664C	Certified Water Hydroelectric Plant Mechanic	A05-38	A05-40	\$56,960.64- \$91,162.08	\$58,818.96- \$96,904.08	M&P-B	072	Grants Supervisor	---	A02-48	---	\$86,860.80- \$124,006.32	M&P-B	073	Grants Writer	---	A02-36	---	\$64,957.68- \$91,684.08
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L270	662C	Certified Water Hydroelectric Plant Operator	A05-38	A05-40	\$56,960.64- \$91,162.08	\$58,818.96- \$96,904.08																																																																															
L270	664	Water Hydroelectric Plant Mechanic	A05-36	A05-38	\$55,582.56- \$86,819.04	\$56,960.64- \$91,162.08																																																																															
L270	664C	Certified Water Hydroelectric Plant Mechanic	A05-38	A05-40	\$56,960.64- \$91,162.08	\$58,818.96- \$96,904.08																																																																															
M&P-B	072	Grants Supervisor	---	A02-48	---	\$86,860.80- \$124,006.32																																																																															
M&P-B	073	Grants Writer	---	A02-36	---	\$64,957.68- \$91,684.08																																																																															

M&P-B	112	Grants Manager	A02-51	A02-52	\$93,417.12- \$132,963.84	\$95,609.52- \$136,012.32
M&P-B	127	Senior Budget Analyst	---	A02-51	---	\$93,417.12- \$132,963.84
L270	698	Park Ranger	A05-23	A05-31	\$43,597.44- \$67,505.04	\$50,132.88- \$78,884.64
L270	693	Park Ranger Supervisor	A05-38	A05-40	\$56,960.64- \$91,162.08	\$58,818.96- \$96,904.08
M&P-B	275	Training & Quality Manager Spokane United 911 Network (SUN)	---	A02-50	---	\$90,493.92- \$128,599.92
From M&P-A to EXC	732	Director of Community Justice Services	A01-59	A07-56	\$115,884.00 -\$162,926.64	\$117,867.60- \$164,659.68
M&P-A	707	Community Arts Manager	---	A01-43	---	\$77,798.88- \$108,763.92
EXC	708	Director of Grants Management	---	A07-55	---	\$110,288.16- \$155,013.12

### Fiscal Impact

Approved in current year budget?  Yes  No  N/A

Total Cost: For SPNs with a former range, Citywide: \$67,254 - \$162,279 and General Fund: \$1,733 - \$1,984. However, for SPNs without a former range, indeterminable.

Current year cost: For SPNs with a former range, Citywide: \$43,974 - \$106,106 and General Fund: \$1,133 - \$1,297. However, for SPNs without a former range, indeterminable.

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

Funding Source  One-time  Recurring  N/A

Specify funding source: Reserves

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

Expense Occurrence  One-time  Recurring  N/A

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

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

- What are the net impacts this adjustment will have on the specifically affected line items?  
No budget change will be made this year, but personnel expenses will change in the effected funds.
- What operational changes will occur because of this adjustment?  
No operational changes.
- What are the potential risks or consequences of not approving the budget adjustment?

If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

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

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

Ensure compensation equity

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

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

- 1) Change the grade and associated pay range for the Senior Budget Analyst classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	127	Senior Budget Analyst	---	A02-51	---	\$93,417- \$132,964

- 2) Change the grade and associated pay range for the Community Arts Manager classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	707	Community Arts Manager	---	A01-43	---	\$77,799- \$108,764

- 3) Change the grade and associated pay range for the Director of Community Justice Services classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A to EXC	732	Director of Community Justice Services	A01-59	A07-56	\$115,884- \$162,927	\$117,868- \$164,660

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

- 1) Change the grade and associated pay range for the Park Ranger classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	698	Park Ranger	A05-23	A05-31	\$43,597- \$67,505	\$50,133- \$78,885

- 2) Change the grade and associated pay range for the Park Ranger Supervisor classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	693	Park Ranger Supervisor	A05-38	A05-40	\$56,961- \$91,162	\$58,819- \$96,904

- 3) Change the grade and associated pay range for the Equity and Inclusion Specialist classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	092	Equity and Inclusion Specialist	---	A02-38	---	\$68,048- \$96,361

Section 3. That in the budget of the Grants Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Grants Manager classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	112	Grants Manager	A02-51	A02-52	\$93,417- \$132,964	\$95,610- \$136,012

- 2) Change the grade and associated pay range for the Grants Supervisor classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	072	Grants Supervisor	---	A02-48	---	\$86,861- \$124,006

- 3) Change the grade and associated pay range for the Grants Writer classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	073	Grants Writer	---	A02-36	---	\$64,958- \$91,684

- 4) Change the grade and associated pay range for the Director of Grants Management classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
EXC	708	Director of Grants Management	---	A07-55	---	\$110,288- \$155,013

Section 4. That in the budget of the Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Training & Quality Manager Spokane United 911 Network (SUN) classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	275	Training & Quality Manager Spokane United 911 Network (SUN)	---	A02-50	---	\$90,494- \$128,600

Section 5. That in the budget of the Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Water Hydroelectric Plant Operator classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	662	Water Hydroelectric Plant Operator	A05-36	A05-38	\$55,583-\$86,819	\$56,961-\$91,162

- 2) Change the grade and associated pay range for the Certified Water Hydroelectric Plant Operator classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	662C	Certified Water Hydroelectric Plant Operator	A05-38	A05-40	\$56,961-\$91,162	\$58,819-\$96,904

- 3) Change the grade and associated pay range for the Water Hydroelectric Plant Mechanic classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	664	Water Hydroelectric Plant Mechanic	A05-36	A05-38	\$55,583-\$86,819	\$56,961-\$91,162

- 4) Change the grade and associated pay range for the Certified Water Hydroelectric Plant Mechanic classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	664C	Certified Water Hydroelectric Plant Mechanic	A05-38	A05-40	\$56,961-\$91,162	\$58,819-\$96,904

- 5) Change the grade and associated pay range for the Wastewater Inspector classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	210	Wastewater Inspector	A05-35	A05-38	\$54,601-\$85,128	\$56,961-\$91,162

Section 6. That in the budget of the Risk Management Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Risk Management Analyst classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	121	Risk Management Analyst	---	A02-42	---	\$74,938-\$106,363

Section 7. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/18/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

FINANCE &amp; ADMINISTRATION

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

DANIELLE 625-6389

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

DARNOLD@SPOKANECITY.ORG

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

DETENTION SERVICES CONTRACT PERFORMANCE AUDIT

**Agenda Wording**

The Internal Audit Office will be presenting the audit results of the performance audit of the detention services contract.

**Summary (Background)**

City management identified rising detention service costs, concerns regarding transparency, and the need to evaluate oversight and contract administration practices; therefore, it requested the Internal Audit Office to conduct an audit to identify areas for potential improvement.

**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 \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	STRATTON, JESSICA
<b>Division Director</b>	BOSTON, MATTHEW
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
mboston@spokanecity.org	sneal@spokanecity.org

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T 509.625.6389  
[www.myspokane.org](http://www.myspokane.org)



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TO: Mayor Lisa Brown, Alex Scott, City Administrator, Maggie Yates, Deputy City Administrator, Matt Boston, Chief Financial Officer

FROM: Danielle Arnold, Internal Auditor

SUBJECT: Performance Audit – Detention Services Contract – Executive Summary

DATE: March 18, 2026

---

### **Executive Summary**

#### Performance Audit – Detention Services Contract

The Internal Audit Office (IAO) conducted a performance audit of the 2011 Interlocal Agreement (ILA) between the City of Spokane (City) and Spokane County (County) for detention services. This work was initiated at the request of City leadership due to rising detention costs, concerns regarding transparency, and the need to evaluate oversight and contract administration practices.

### **Background**

The ILA establishes the terms under which the County provides detention and corrections services for City prisoners, including booking, housing, medical care, transportation, and administrative functions. Although there has been an internal belief that the agreement was previously terminated, no documentation was found to support that conclusion, and the agreement appears to remain in effect.

Since the ILA was executed, both parties also entered into a 2012 Memorandum of Understanding (MOU) intended to improve collaboration, transparency, and system-wide cost efficiency across the criminal justice system. In addition, several regional reform initiatives, such as the Spokane Regional Criminal Justice Commission’s “Blueprint for Reform,” have shaped stakeholder expectations around data-sharing, governance, and accountability. These contextual elements significantly inform current challenges and expectations for implementing and monitoring the ILA.

This audit covered January 2016 through December 2024 and assessed contract compliance, cost allocation, financial reporting, and related oversight practices.

**Primary Audit Areas:**

The IAO focused on the following areas:

- Compliance with the ILA
  - Cost Allocation Methodology and Oversight
  - Reliability and Usefulness of Financial Reports
- 

**Key Observations**

**1. Compliance with the ILA**

Most procedural requirements were met; however, both parties demonstrated gaps. The County did not always provide documentation in the formats or timeframes required, such as formal memoranda for annual cost estimates or consistent reserve contribution statements. Advisory Group meetings were not held quarterly as required, limiting the intended collaborative oversight structure. The City did not consistently track deliverables, request agreed-upon billing detail, or use its formal dispute rights. These conditions weakened oversight, transparency, and the City’s ability to validate charges.

**2. Cost Allocation Methodology and Oversight**

The County’s ADP-based cost model lacks nuance and does not account for differences in length of stay or service intensity. This may result in higher costs for the City, particularly for short-term bookings. Capital and reserve contribution reporting was inconsistent, limiting verification of City obligations. Administrative and booking-related costs grew disproportionately compared to population trends, raising questions regarding alignment between use of services and cost distribution. The City did not actively use its authority to request billing detail or challenge the underlying methodology.

**3. Reliability and Usefulness of Financial Reports**

While the County’s financial reports generally met contractual requirements, they lacked contextual or disaggregated information necessary for policy-level analysis or for identifying drivers of cost changes. Although the ILA and 2012 MOU envisioned shared data standards and collaborative analytical work, those expectations were not fully implemented. As a result, the City lacks the information needed to connect population trends, booking practices, or policy changes to cost outcomes.

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## Recommendations

The IAO made the following recommendations to Administration based on the results of the audit:

- **Enforce Contract Terms** – Re-establish contractual deliverables with the County, ensure on time data in agreed upon formats. Re-establish and document in-person quarterly Advisory Group meetings.
- **Enhance Internal Controls** – Formalize procedures for tracking deliverables, assign contract monitoring responsibilities, and train staff on the City’s rights under the ILA.
- **Negotiate Cost Allocation Revisions** – Advocate for a more equitable model that reflects usage intensity, including pro-rated ADP and offender level line-item billing detail.
- **Improve Data Collaboration** – Co-develop shared reporting objectives and definitions with the County, as envisioned in the 2012 MOU.
- **Strengthen Report Utility** – Request explanations for cost variances and ensure reports support policy-level analysis.

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## Management’s Response:

Management generally agrees with the audit’s findings and recommendations. A full written response has been provided in a separate document maintained with the final audit report. All questions regarding the response should be directed to the Deputy City Administrator, Maggie Yates.

The Internal Audit Office appreciates the cooperation of all parties involved and will follow up on the implementation of these recommendations.

cc: Audit File  
Internal Audit SharePoint

**OFFICE OF THE MAYOR  
DETENTION SERVICES  
CONTRACT  
PERFORMANCE AUDIT**

03/18/2026



INTERNAL AUDIT OFFICE

CITY OF SPOKANE

808 W SPOKANE FALLS BLVD

SPOKANE, WA 99201



Ad-hoc audits are conducted based on the needs of the City of Spokane.

City management requested an audit of the detention services contract between the City and Spokane County (parties).

### **Audit Objective**

The audit aimed to evaluate contract compliance, ensuring all major testable elements were fulfilled by all parties in the interlocal agreement (ILA). It assessed whether line-item costs were proportionate to the population served and if overhead costs were appropriately allocated. The audit reviewed reporting criteria for informed decision-making, verified the consistency of cost methodology, analyzed cost increases, and validated the reliability of data used for financial reconciliation.

### **Audit Scope**

The audit covered the period from January 2016 to December 2024, focusing on the last several years of the ILA for detention services between the parties. It evaluated compliance with contract terms, cost management practices, and the accuracy and reliability of financial data. The audit excluded purely administrative or procedural elements without testable components and areas outside the financial and compliance aspects of the agreement.

### **Executive Summary**

The Internal Audit Office (Audit) conducts ad-hoc audits through management request, or if elevated risks are identified within the City of Spokane (City).

City management identified increased costs associated with detention services to be an issue of concern and requested an audit to identify areas for potential performance improvement.

The scope was determined to be appropriate between 2016 to 2024 to align with Washington State Preservation and Destruction of Public Records laws through the Revised code of Washington (RCW) 40.14, and available source documents.

Audit developed an understanding of the ILA and assessed compliance with applicable laws and governance. Our methodology included performing tests of the control environment, evaluating line-item and overhead costs. We corroborated information with staff, examined reporting criteria, and conducted stakeholder interviews with City Employees. Additionally, we confirmed the consistency of cost methodology, investigated cost increases, validated data reliability, and noted exceptions and areas for improvement. Throughout the audit, we remained vigilant for potential fraud, waste, and abuse.

Based on the results, Audit made the following recommendations

- 1. Enforce Contract Terms – Hold the County accountable to existing deliverables to reduce risk and ensure service quality. Ensure both the City and County meet their obligations by enforcing contract terms and enhancing internal controls to reduce risk and improve service quality.**
- 2. Enhance Internal Controls – Institutionalize monitoring, documentation, and follow-up to support informed decision-making.**
- 3. Improve Data Collaboration – Co-develop shared reporting objectives and definitions with the County to increase transparency and mutual accountability.**



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## Background

The City of Spokane (City) is the largest municipality in Spokane County and serves as the county seat. As of April 1, 2023, the City had an estimated population of 229,447, over 41% of the County's total. Spokane is also the second-largest city in Washington State and functions as the metropolitan hub of the Inland Northwest, with influence extending into North Idaho, Western Montana, and parts of Canada.

Spokane County (County), established in 1858, includes the City and several other municipalities and unincorporated areas. While the City serves as the economic and institutional center, the County provides regional infrastructure and services, including public safety, land use planning, and transportation. Fairchild Air Force Base, located in the County, is the region's largest single employer.

Although the City and County are separate entities, their operations are closely linked. One key area of interdependence is detention services, governed by a 2011 Interlocal Agreement (ILA). Under this agreement, the City uses County provided jail services, which in part include booking, housing, medical, transportation, and administrative support. Costs are allocated based on population served, overhead, and other operational factors. The ILA also includes provisions for annual reconciliations and reporting requirements.

The agreement renews automatically each year unless formally ended. Although a common belief is that the contract had terminated, no supporting evidence was provided despite efforts to confirm and therefore, appears to remain in effect.

Each year, the County creates a budget for shared services. From this total, it subtracts expected revenue, and the difference becomes the net budget. To estimate how much each city should pay, the County looks back two years to see what share of the jail population was made up of inmates booked on that city's charges. It then applies that percentage to the current year's net jail budget to calculate each city's estimated cost.

The County divides that estimated share into twelve equal parts and sends each city a monthly bill.

At year-end, the County performs a true-up adjustment by comparing:

1. Actual expenditures to the adopted budget, and
2. Each city's actual use of shared services to earlier estimates.



---

## Background (Continued)

This process may result in either an additional billing or a refund, depending on the difference between what was billed and what was actually used.

-

Acknowledging that the 2012 ILA was not a perfect instrument, the City and County executed a Memorandum of Understanding (MOU) 12-0584 as a framework to address points of contention and strengthen collaboration. The MOU served as the vehicle for resolving operational and financial issues while advancing joint efforts to identify local cost-saving measures across the criminal justice system.

The MOU's mission explicitly sought to eliminate duplicative services and implement efficiencies through collaboration and consolidation to realize long-term savings and improved delivery of justice. The Parties committed to operate with transparency, equal partnership, and openness to reforms "in favor of the way things should be done," including authorizing access to information and internal/external communication to support the effort. The MOU established a timeline for confirming the mission and research areas (by July 10, 2012), producing a conceptual white paper (by September 31, 2012), and delivering a Phase I action plan (by December 15, 2012) to implement identified actions.

The goal provision stated that continued extensions of the Detention Services Agreement required quantifiable evidence that local housing served system and community interests, produced sustainable financial savings, and demonstrated progress toward long-term cost-effective solutions.

The County further committed to "make every effort" to maintain or reduce detention expenditures as of June 1, 2012, while acknowledging that certain cost drivers, such as labor expenses and other external factors beyond County control, could limit its ability to do so.



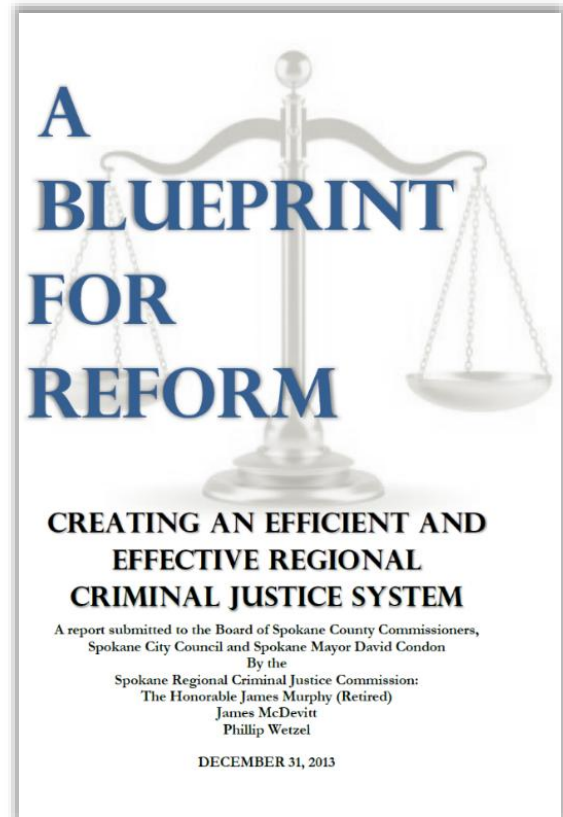
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## Background (Continued)

To support these statements, the Spokane Regional Criminal Justice Commission (SRCJC) was established in July 2012. Composed of three independent legal professionals, the Commission was tasked with developing a strategic vision for justice system reform. Its final report, *A Blueprint for Reform*, was released in December 2013 and included 44 recommendations across areas such as governance, technology, diversion, court operations, detention, and equity. Each recommendation was assigned a priority level and implementation timeline.

In October 2020, a follow-up report assessed progress on the Blueprint's recommendations. Of the 44 items:

- 14 showed no progress,
- 7 showed slight progress,
- 7 showed moderate progress,
- 9 much improved or ready to implement,
- 7 could not be assessed.



The full initial report can be accessed at:

<https://www.courts.wa.gov/subsite/mjc/docs/BlueprintSpokane.pdf>

The full follow-up can be accessed at:

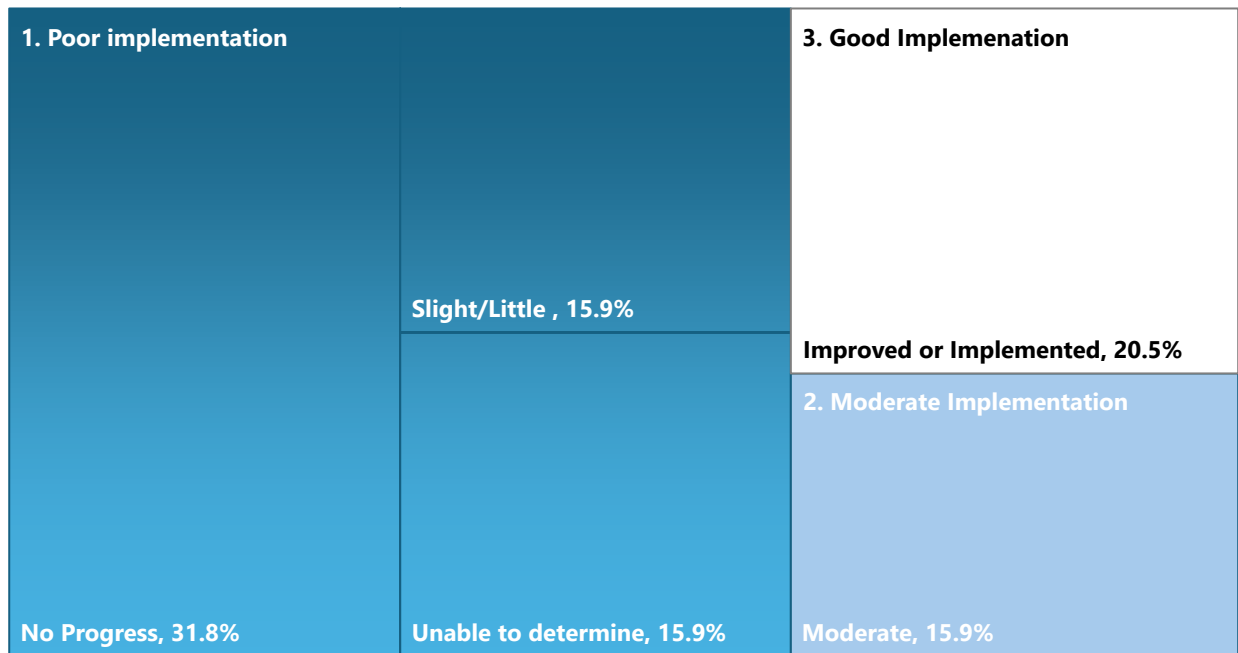
<https://www.spokanecounty.gov/DocumentCenter/View/35530/Blueprint-for-Reform-Status-Update-October-2020>



## Background (Continued)

The 2020 follow-up identified persistent challenges, as well as acknowledging advances. Several initiatives, such as the creation of a 24-hour intake facility and expansion of Crisis Intervention Teams, had moved forward. However, many recommendations, particularly those related to governance, data integration, and probation coordination, remained incomplete. Despite the clarity of the original plan and the urgency behind its recommendations, the region is years behind the original timelines. Instead of building on the foundation laid in 2013 and progressing into a second phase of reform, stakeholders are navigating a justice system shaped by new pressures, policies, and priorities. While the original goals may still hold value, their practical relevance has likely shifted, and in some cases, diminished, as the system’s needs evolved.

A "BluePrint for Reform Follow-Up" Recommendation Status



■ 1. Poor implementation   ■ 2. Moderate Implementation   □ 3. Good Implementation

Chart Source: Audit compiled from Blueprint for Reform Follow-Up October 2020



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## Background (Continued)

In the current environment, operational control continues to reside with the Sheriff/County. Consistent with this framework, the City does not hold direct authority over County vendor contracting or daily operations. The structure underscores the need for formal, collaborative governance. Persistent issues under the County's exclusive control with potential negative, financial impacts on the City and other stakeholders include:

- **Health-care coordination:** Health-care coordination remains a challenge. Initiatives designed to improve continuity of care for individuals leaving detention, such as programs that reconnect eligible people to Medicaid and support reentry planning, have faced delays and technical hurdles. Meanwhile, the County's recent changes in its medical services vendor, including expanded staffing and enhanced Medication for Opioid Use Disorder (MOUD) programs, reflect an evolving care model. However, these changes occur largely outside the City's influence and introduce uncertainty regarding operational impacts. Vendor shifts alone do not resolve the broader coordination gaps or achieve the level of interagency collaboration envisioned by the MOU, an issue that is particularly significant given the City's short average inmate stays and the expectation that individuals are fit for transfer.
- **Vendor decisions:** Vendor selections across detention operations remain under County control, with limited input from partner agencies. These decisions carry financial implications and shape service delivery models that affect both equity and operational outcomes. For example, the County's recent transition to a new inmate communication provider introduced expanded services, reduced call rates, and new technology options, but also imposed charges on indigent individuals. Had the City as an interested stakeholder been engaged in these discussions, it could have evaluated solutions balancing cost, deliverables, and inmate welfare, an approach consistent with the collaborative principles envisioned by the MOU.
- **Data transparency:** Current monthly reports provide only high-level summaries of revenue, expenses, and average daily population (ADP), limiting visibility into inmate-level trends. While previous reports included inmate-level detail, they were delivered monthly and lacked real-time responsiveness. Emerging tools, such as the County's JailTracker system, present opportunities for near real-time insights into population changes and expenditure patterns. View only access for participating cities could enhance planning and support alignment with the collaborative goals envisioned by the MOU.



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## Purpose

The purpose of the audit was to evaluate the compliance and cost management of the ILA for detention services between the City and County. This audit aimed to ensure that line-item costs were proportionate to the population served, overhead costs were appropriately allocated, and reports provided sufficient criteria for informed decision-making. Additionally, the audit sought to verify the consistency of the cost methodology, accounted for the significant increases in costs, and ensured the reliability of data used for end-of-year true-up processes.

## Objectives

1. Was the interlocal agreement administered in compliance with its key provisions, and what opportunities exist to strengthen future iterations of a succeeding contract?
2. Are the line-item and overhead costs proportionate to the populations served, appropriately allocated, and supported by a consistent and justifiable cost methodology over time?
3. Do the financial reports and supporting data provide reliable, decision-useful information, and is the year-end true-up process based on accurate and verifiable data?

## Scope

The audit covered the period from January 2016 to December 2024, encompassing approximately the last nine years of the ILA for detention services between the City and County. The scope included an evaluation of compliance with contract terms, cost management practices, and the accuracy and reliability of financial data.

The audit did not examine elements of the contract that were purely administrative or procedural without testable components, nor did it evaluate areas outside the financial and compliance aspects of the detention services agreement.



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## Methodology

Audit methodology included:

- Develop an understanding of the ILA and the major testable elements.
- Assess compliance with applicable laws and relevant governance.
- Perform tests of the control environment.
- Assess whether line-item costs are generally proportionate to the population served by the City and County.
- Determine if overhead costs are appropriately allocated and directly related to the detention services contract.
- Corroborate information with appropriate staff and personnel.
- Examine the criteria used in reports to ensure they provide sufficient information for informed decision-making and cost challenges.
- Conduct stakeholder interviews to gather insights and validate findings.
- Confirm that the cost methodology has remained consistent over time and identify any changes that may have contributed to cost increases.
- Investigate the reasons behind the significant increases in costs and determine if they are justifiable.
- Validate the reliability of data used for end-of-year true-up processes to ensure accurate and fair financial reconciliation.
- Note exceptions and identify areas for improvements.
- Be mindful of potential fraud, waste, and abuse during the audit.

We conducted this performance audit in accordance with generally accepted government auditing standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

However, we did not fully comply with all applicable GAGAS requirements. Our audit organization does not meet the independence requirements under GAGAS. The internal audit function reports directly to the Chief Financial Officer, who provides day-to-day supervision, and the internal auditor serves at the pleasure of the Mayor. Additionally, our audit organization does not participate in an external peer review program.



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## Audit Results - Contract Compliance

1. *Was the interlocal agreement administered in compliance with its key provisions, and what opportunities exist to strengthen future iterations of a succeeding contract?*

### **Scope Boundary Statement**

This objective was limited to evaluating whether the City and County had administered the ILA in accordance with its key contractual provisions. This included verifying the presence, timing, and format of required deliverables (e.g., reports, invoices, notifications), adherence to procedural obligations, and the existence of collaborative oversight mechanisms.

This objective did not assess the accuracy or decision-usefulness of the content within those deliverables, nor did it evaluate the fairness or consistency of the cost methodology. Those aspects were addressed under Objectives 2 and 3.

### **Audit Activity**

To assess compliance with the ILA, Audit:

- Reviewed the 2012 MOU.
- Reviewed the 2011 ILA.
- Reviewed relevant State law, Revised Code of Washington.
- Interviewed City staff involved in detention services, budgeting, and contract oversight.
- Requested and reviewed documentation related to billing, reporting, and reconciliation.
- Evaluated the City's internal controls for contract monitoring and dispute resolution.
- Assessed the County's adherence to procedural requirements for deliverables and notifications.
- Reviewed the function and certain meeting records of the Detention Services Advisory Group.



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## Audit Results - Contract Compliance (continued)

### Criteria

The ILA outlines specific procedural requirements, including:

- Monthly billing with agreed-upon formats and prisoner day breakdowns.
- Annual reserve contribution statements.
- Advance notice of estimated costs by October 1 each year.
- A quarterly Advisory Group to oversee contract performance and cost trends.
- Defined dispute resolution timelines and documentation standards.

### Condition (See Attachment No. 1)

While a majority of procedural elements were formally observed by the parties, the audit noted several key deliverables and obligations were not completely met:

- The County did not consistently provide required documentation in the prescribed format or timeframe (e.g., Operating statements, reserve statements, cost estimate in memoranda format).
- The Advisory Group periodically agreed by consensus not to meet quarterly as contractually required, limiting collaborative oversight.
- The City did not exercise its right to request billing detail or scrutinize settle and adjust materials or dispute charges.
- Some practices deviated from the written agreement without formal amendment or documentation.

### Cause

The City's contract oversight practices varied over the audit period due to turnover in accounting personnel, lack of standardized procedures for tracking deliverables, and informal treatment of the Advisory Group. Additionally, the City did not consistently assert its contractual rights to request data or enforce procedural compliance.



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## Audit Results - Contract Compliance (continued)

### **Effect**

Inconsistent documentation and oversight reduce transparency and hinder the City's ability to demonstrate compliance with the ILA. The failure to request and utilize agreed-upon data points limits the City's capacity to monitor costs, validate invoices, resolve disputes, and inform future contract negotiations. These gaps increase the risk of financial exposure, weaken accountability, and miss opportunities for operational improvements.

### **Finding No.1 Strengthen Procedural Alignment and Oversight to Enhance the Integrity of the Detention Services Agreement**

#### **Recommendation**

To restore procedural compliance and strengthen long-term oversight, the City **should** adopt a dual-track strategy:

1. Enforce the County's adherence to contract deliverables, and
2. Institutionalize internal controls for monitoring, documentation, and follow-up.

This approach will help ensure both parties meet their obligations, minimize financial and operational risks, and better position the City to negotiate future agreements using data driven insights.



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## Audit Results - Line-Item Costs

2. *Are the line-item and overhead costs proportionate to the populations served, appropriately allocated, and supported by a consistent and justifiable cost methodology over time?*

### **Scope Boundary Statement**

This objective is limited to evaluating whether line-item and overhead costs were proportionate to the populations served, appropriately allocated, and supported by a consistent and justifiable cost methodology over time. It includes assessing the fairness of the cost-sharing formula, the logic behind allocation bases, and any changes to methodology that may have contributed to cost increases.

This objective does not evaluate procedural compliance with contract terms, which is addressed under Objective 1. It also does not assess the accuracy or reliability of the underlying data used in cost calculations (e.g., population counts, booking data, or unit costs), which is addressed under Objective 3.

### **Audit Activity**

To evaluate cost proportionality and methodology, Audit:

- Reviewed the 2011 ILA and relevant amendments.
- Analyzed population trends using Office of Financial Management data.
- Examined front-end estimates, monthly invoices, and year-end reconciliation reports.
- Assessed the consistency of the ADP based cost allocation model.
- Evaluated the treatment of capital and reserve contributions.
- Interviewed City staff involved in budgeting and contract oversight.

### **Criteria**

The ILA requires that detention costs be allocated based on ADP from two years prior, with adjustments made annually through a settle-and-adjust process. The agreement also requires that fund balance reserve contributions be tracked and reported annually, and that cost estimates be supported by budget documentation and ADP data.



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## Audit Results - Line-Item Costs (continued)

### **Condition**

The audit identified several concerns with the proportionality and consistency of the cost methodology:

- Capital and reserve contributions lacked transparency, with inconsistent reporting and no clear framework for City oversight or objection.
- Although not a violation of current contract terms, the ADP calculation billed the City for full 24-hour days regardless of actual time in custody, inflating charges for short-term bookings.
- Administrative and booking-related costs grew disproportionately compared to inmate population trends, suggesting potential misalignment between cost drivers and allocation logic.
- Non-conforming agencies with longer average stays were billed at lower per-day rates, raising concerns surrounding resource utilization under the pooled cost model.

### **Cause**

The County's cost allocation model is based on a simplified ADP formula that does not account for differences in inmate type, length of stay, or intensity of services. The City has not consistently exercised its right to request detailed billing data or challenge allocation assumptions, limiting its ability to influence or validate the methodology.

### **Effect**

The City may be paying more than its fair share of detention costs, particularly for services it does not use or control. The lack of transparency and oversight mechanisms increases the risk of overbilling, weakens the City's ability to measure program effectiveness, and reduces the ability to forecast or manage detention-related expenditures.



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## Audit Results - Line-Item Costs (continued)

### **Finding No. 2 Enhance Cost Allocation Consistency and Oversight to Strengthen Financial Stewardship**

#### **Recommendation**

To improve cost fairness and reduce financial exposure, the City **should** negotiate revisions to the cost allocation model while simultaneously enhancing its internal oversight practices.

This dual approach will ensure that detention costs are both equitably shared and actively monitored, enabling the City to make informed decisions and advocate for sustainable contract terms.



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## Audit Results - Reliability of Reports

3. *Do the financial reports and supporting data provide reliable, decision-useful information, and is the year-end true-up process based on accurate and verifiable data?*

### **Scope Boundary Statement:**

This objective is limited to evaluating whether the financial reports and supporting data, are accurate, verifiable, and provide decision-useful information. It included assessing the reliability of data used in the year-end true-up process and whether the information supports fair and transparent financial reconciliation.

This objective did not evaluate whether the reports were submitted on time or in the correct format (Objective 1), nor does it assess whether the cost methodology used in the reports is fair or proportionate (Objective 2), except to the extent that data reliability affects the integrity of those processes.

### **Audit Activity**

To assess the reliability and usefulness of the financial reports, Audit:

- Reviewed the ILA and 2012 MOU.
- Examined year-end settlement invoices and supporting documentation and conducted interviews with City staff. Auditors also performed analytical reviews of reported ADP and cost trends and assessed whether the reports included sufficient detail to support policy analysis or distinguish between different drivers of change.

### **Condition**

Although Audit did not have access to the underlying data, the financial reports appeared to be presented fairly and consistently, in alignment with the ILA's intent to convey inmate population trends and budget-to-actual information for the review period. However, the data as presented did not support meaningful distinctions between different drivers of change such:

- legislative reforms (e.g., reclassification of offenses).
- shifts in law enforcement practices (e.g., targeted enforcement in specific geographic areas or among certain populations).
- natural population growth.



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## Audit Results - Reliability of Reports (continued)

### Condition (continued)

- While the County largely met its contractual obligations, the absence of contextual or disaggregated information limits the reports' usefulness for policy analysis and informed decision-making.

### Criteria

Under the 2012 MOU Regarding Criminal Justice Reforms and Detention Service, the County and City committed to jointly “develop a joint plan to address both detention facilities and criminal justice operations in the most cost-effective manner possible.” This included authorizing access to and review of information, prioritizing areas for analysis, and presenting recommendations “together to the two entities for further study and/or implementation of changes.” The MOU further states that the goal of extending the detention services agreement was contingent on the ability of the advisory committees to demonstrate, “through quantifiable evidence,” that local detention was in the best interest of the system and that cost-saving reforms were being pursued.

### Cause

The County's reporting practices are primarily structured to support the cost allocation methodology defined in the ILA, which relies on ADP as the basis for billing. While this approach meets the County's contractual obligations, it does not require or incentivize the development of more detailed or explanatory data. Although the 2012 MOU called for joint efforts to produce quantifiable evidence in support of system reforms, the City has not asserted its role in establishing shared data expectations. As a result, there has been limited progress toward implementing a collaborative framework for contextual reporting or analytical review.



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## Audit Results - Reliability of Reports (continued)

### **Effect**

Because the City has not established shared expectations for data reporting, and no formal framework for collaborative analysis has been implemented, the information currently provided does not support a clear understanding of the factors driving changes in jail population or costs. As a result, the City lacks the contextual detail needed to distinguish between policy-driven shifts, enforcement practices, or organic trends limiting its ability to evaluate the effectiveness of reforms, anticipate future impacts, or engage in informed budget and policy discussions.

### **Finding No. 03: Opportunity to Strengthen Jail Cost Reporting Through City-Led Collaboration on Data Standards**

#### **Recommendation**

To improve the decision-usefulness of detention-related data and fulfill the collaborative intent of the MOU, the City **should** work with the County to co-develop a set of shared reporting objectives and data definitions. This effort **should** be documented through the Detention Services Advisory Group and may include identifying key indicators and contextual variables.

This approach would strengthen transparency, support mutual accountability, and better position both parties to evaluate the impacts of policy and operational changes.



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## Audit Results - Future Iterations of a Succeeding Contract

We identified specific operational issues that may affect the City's ability to negotiate or manage future detention service contracts. Due to the sensitive nature of these issues, details have been communicated directly to City Management. This information is retained in audit documentation and does not alter the findings or conclusions presented in this report.



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## Recommendation Terminology

Recommendations are defined by three levels of compliance and improvement.

- **May** – Indicates no direct noncompliance with policy or procedure. **May** recommendations serve to enhance a system or process. Implementation of these recommendations are voluntary and may help to achieve best practices.
- **Should** – Indicates an instance of noncompliance with departmental internal control procedures but may not be illegal or unethical in nature. **Should** recommendations are used to implement effective and efficient internal controls that addresses potential loss, waste, fraud, abuse, or diminished public trust and align to current policy and/or procedure. Implementation of these recommendations will maintain minimum standards of compliance and work towards additional best practices.
- **Must** – Indicates an instance of noncompliance with written law, policy, or procedure (Federal, State, City or departmental). **Must** recommendations require immediate correction by the department to ensure adherence to law, policy, or procedure. **Must** recommendations are associated with material deficiency or noncompliance.



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## Recommendations

Audit recommends the City:

1. To restore procedural compliance and strengthen long-term oversight, the City **should** adopt a dual-track strategy:
  - a. Enforce the County's adherence to contract deliverables, and
  - b. Institutionalize internal controls for monitoring, documentation, and follow-up.

This approach will help ensure both parties meet their obligations, minimize financial and operational risks, and better position the City to negotiate future agreements using data driven insights.

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2. To improve cost fairness and reduce financial exposure, the City **should** negotiate revisions to the cost allocation model while simultaneously enhancing its internal oversight practices.

This dual approach will ensure that detention costs are both equitably shared and actively monitored, enabling the City to make informed decisions and advocate for sustainable contract terms.

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3. To improve the decision-usefulness of detention-related data and fulfill the collaborative intent of the MOU, the City **should** work with the County to co-develop a set of shared reporting objectives and data definitions. This effort **should** be documented through the Detention Services Advisory Group and may include identifying key indicators and contextual variables.

This approach would strengthen transparency, support mutual accountability, and better position both parties to evaluate the impacts of policy and operational changes.



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## Conclusions

### **City Conclusions:**

The City of Spokane has a vested interest in ensuring that detention services are delivered efficiently, transparently, and in alignment with contractual obligations. The City has not consistently exercised its rights under the interlocal agreement, particularly in areas such as billing oversight, data validation, and participation in collaborative governance structures. These lapses have limited the City's ability to monitor costs, challenge discrepancies, and advocate for equitable treatment.

To strengthen its position, the City should take a more assertive role in enforcing contract terms, institutionalizing internal controls, and co-developing shared data standards. Doing so will not only reduce financial exposure but also enhance the City's ability to negotiate future agreements from a position of informed stewardship.

### **County Conclusions:**

The County has generally fulfilled its operational responsibilities under the agreement, providing detention services and issuing required reports. However, the audit identified several procedural inconsistencies, including deviating statement formats, incomplete documentation, and lapses in collaborative oversight. These issues, while not necessarily indicative of malfeasance, undermine transparency and hinder the City's ability to validate charges or assess service effectiveness.

To support a more accountable and sustainable partnership, the County could recommit to the procedural standards outlined in the agreement and engage more proactively in joint governance efforts. By doing so, the County can reinforce trust, improve interagency coordination, and contribute to a more resilient regional justice system.



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## Fraud Waste and Abuse

Auditors remained mindful to document instances of fraud, waste or abuse throughout the audit. As part of standard procedures, auditors asked management whether they were aware of any of fraud, waste or abuse related to the audit objectives.

Management stated they were not aware of any such instances.

Auditors likewise did not observe any indications of fraud, waste or abuse relevant to the audit objectives, during the audit.

When asked about litigation or ongoing investigations relevant to the audit objectives, management indicated they were not aware of any specific or direct examples. However, they acknowledged that inmates housed in County-operated detention facilities may have legal actions pending against the County, which could potentially have downstream implications for the City.

Auditors did not observe any litigation or ongoing investigations relevant to the audit objectives, during the audit.



## ATTACHMENTS (No.1)

Table 1: (ILA) Contract Compliance Evaluation (Paraphrased)	
Section	Description
<b>1</b>	<p><b>Recitals and Findings</b> The agreement is based on legal authorities allowing counties and cities to contract for services. Spokane County operates two detention facilities, and the City seeks to use these facilities to house its prisoners. The Sheriff manages the facilities and oversees detainees. The parties agree to collaborate to provide safe, efficient, and cost-effective detention services.</p> <p><b>Exceptions Noted</b> ✓ - No exceptions noted for either party. The recitals successfully establish the foundational authority and intent of the agreement. This section establishes the legal authority for the agreement and outlines the roles of the County, City, and Sheriff. It also sets shared expectations for collaboration and cost-effective service delivery. While this section references efficiency and economy, it does not assert that the outcomes were achieved.</p>
<b>2</b>	<p><b>Definitions</b> The Agreement defines key terms used throughout the agreement, including “Agreement,” “Uncontrollable Circumstances,” “Detention Services,” “Detention Facility,” “Booking,” “City Prisoner,” “Prisoner Day,” and “Detention and Corrections Services.” These definitions clarify the scope of services, responsibilities, and cost components.</p> <p><b>Exceptions Noted</b> ✓ - No exceptions noted for either party. The Agreement establishes key terms that provide guidance. While the definitions are generally clear and appropriate for foundational purposes, certain terms, specifically <i>City Prisoner</i>, and <i>Prisoner Day</i>, will be subject to further analysis in later sections, particularly in relation to cost allocation and the applicability of payments and reimbursements.</p>
<b>3</b>	<p><b>Purpose</b> The purpose of the Agreement was to reduce to writing the Parties' understanding as to the terms and conditions under which the COUNTY and SHERIFF will provide detention and corrections services on behalf of the CITY.</p> <p><b>Exceptions Noted</b> ✓ - No exceptions noted for either party. Self-explanatory.</p>
<b>4</b>	<p><b>Term of the Agreement</b> The agreement was in force for three years beginning January 1, 2010, and automatically renews for additional one-year periods unless terminated. Termination required 180 days written notice, except for a special provision allowing 90 days-notice for termination effective January 1, 2013.</p> <p><b>Exceptions Noted</b> ✓ - No exceptions noted for either party. A common belief within the City exists that the ILA was previously terminated, and its terms are simply being honored. Requests for documentation related to formal termination were requested, however, no documentation could be located, and auditors were not able to substantiate that an un-rescinded official termination was ever provided to the County.</p>



Table 1: (ILA) Contract Compliance Evaluation (Paraphrased) (Continued)	
Section	Description
5	<p><b>Services to be Provided by the County</b></p> <p>The County agreed to provide detention and corrections services to City prisoners equivalent to those provided to County inmates.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• Medical</li> <li>• Dental</li> <li>• Mental health</li> <li>• Pharmacy services</li> <li>• Transportation for court appearances within the Spokane County Courthouse Campus during regular business hours</li> </ul> <p>The County is required to accept all City prisoners presented for incarceration, except in cases of:</p> <ul style="list-style-type: none"> <li>• Emergency conditions</li> <li>• Capacity constraints, as outlined in Detention Services Policy Section VI “Emergency Procedures”</li> </ul> <p>In such cases, the County must notify the City within 24 hours of any changes to normal operations.</p> <p>The City is responsible for delivering prisoners who are medically cleared for booking at a designated facility. The Sheriff maintains operational control of all detention facilities.</p> <p><b>Exceptions Noted</b></p> <p>X =Exceptions noted, County. The County appears to be fulfilling its obligation to provide detention and corrections services to City prisoners in accordance with the agreement. However, the audit identified concerns related to the procedural clarity of cost-related deliverables under this section. While services were provided, questions regarding the alignment of cost allocation practices with the agreement’s procedural requirements will be addressed under a separate objective.</p>
Section	Description
6(a)	<p><b>Rates for Service</b></p> <p>City Payment Obligations for Incarceration Costs</p> <p>The City agreed to pay the County for the incarceration of City prisoners based on a cost-sharing model tied to ADP. The agreement required the County to establish and maintain an operating reserve (fund balance) for Detention Services, initially funded by a transfer from Geiger Fund 415 to Fund 515. The reserve was to reach and maintain a threshold equal to two months of budgeted expenses. The City’s contributions to this reserve were treated as a County liability, and the County was required to provide annual statements documenting the City’s cumulative contributions. If the agreement was terminated, the County was obligated to refund the City’s share of the reserve.</p> <p>Estimated annual costs were calculated by subtracting projected revenues (e.g., from federal and state inmates, work crew programs and other revenue) from total budgeted expenses and reserve contributions to determine the net cost. The City’s share was then determined by applying its ADP percentage based on data from two years prior to the net cost. This estimated annual cost was billed monthly in twelve equal installments.</p> <p>At year-end, actual expenditures and ADP percentages were used to reconcile the estimated costs. Adjustments were to be completed by August 31 of the following year and were required to include supporting documentation.</p> <p>The City had 60 days to submit written objections, which the County was required to consider within 30 days. Unresolved disputes were subject to arbitration under Section 12. Overpayments or underpayments were to be credited or reimbursed accordingly, with either party having the option to charge interest based on lost investment earnings.</p> <p>If a billing dispute arose, the City was required to pay the full amount calculated under the standard methodology while the issue was being resolved, with any necessary adjustments made following resolution.</p>



Table 1: (ILA) Contract Compliance Evaluation (Paraphrased) (Continued)	
Section	Exceptions Noted
6(a)	<p>X =Exceptions noted, County and City. The County met its obligation to collect reserve contributions from the City; however, the audit identified inconsistencies in required documentation. Specifically, auditors were unable to confirm that the County was consistently providing annual statements documenting the City’s cumulative contributions to the operating reserve, as required under the agreement.</p> <p>The County generally met its obligation to provide reconciliation documents in a timely and consistent manner, with only minor formatting inconsistencies and a one-time software conversion noted. However, the City did not appear to conduct meaningful reviews, thoroughly vet, or insist on clarifying the documentation it received. While no formal disputes were lodged, the City lacked sufficient data to conduct a thorough analysis or make informed, data-driven decisions regarding the charges.</p> <p>No other exceptions were noted for this section.</p>
Section	Description
6(b)	<p><b>Medical Costs</b></p> <p>The City is responsible for paying any medical costs incurred by individuals who require medical services at the time of arrest by a City officer and before being booked into a detention facility. This provision does not create third-party beneficiary rights. If a medical provider mistakenly bills the County for such services, the County will forward the bill to the City for payment.</p> <p><b>Exceptions Noted</b></p> <p>✓ - No exceptions noted for either party. The component is self-explanatory, and mechanism exist to safeguard the County’s financial interests in the case of erroneous billing.</p>
Section	Description
6(c)	<p><b>Prisoner Day Costs</b></p> <p>The County is responsible for establishing the monthly prisoner day cost for the upcoming calendar year, effective January 1 of each contract year. The County must notify the City of the estimated monthly cost by memorandum no later than October 1 of the preceding year. This notification must include supporting budget information, and the ADP figures used to calculate the cost.</p> <p><b>Exceptions Noted</b></p> <p>X = Exceptions noted, City, and County. While the County provided advance notice of estimated monthly costs, auditors were unable to verify that it did so in the format required by the agreement, specifically, the annual memorandum. This is a minor procedural deviation from the contract’s stated deliverable requirements. The conceptual alignment of the “prisoner day” <b>cost</b> with actual billing practices are addressed under a separate objective.</p>
Section	Description
6(d)	<p><b>Timely Payments</b></p> <p>The City will make payments within 30 days of the day in which it receives the invoice.</p> <p><b>Exceptions Noted</b></p> <p>X =Exceptions noted, City. While outside the review period, recently the City has not consistently met this required obligation.</p>
Section	Description
6(e)	<p><b>Billing Details</b></p> <p>The County must include in its monthly billing a breakdown of the number of City prisoner days from the previous month, along with a year-to-date total that reflects any corrections from prior months. Both parties must agree on the billing format and codes. If there are changes to the City’s prisoner day totals, the County must notify the City and include the agreed-upon billing details. The City has 45 days to review each billing and report any discrepancies to the County.</p>



**Table 1: (ILA) Contract Compliance Evaluation (Paraphrased) (Continued)**

	Exceptions Noted
	<p>X =Exceptions noted, City. The County is meeting its contractual obligations by providing monthly billing statements that include the required prisoner day totals and year-to-date figures. However, the City has not exercised its ability to establish, mutually agreed-upon billing details that would allow it to verify or dispute the reported ADP figures. As a result, the City lacks the necessary detail to meaningfully challenge potential discrepancies. While there is no indication of misreporting by the County, the City’s inaction has created a situation where it cannot effectively use the 45-day dispute window, limiting active oversight.</p>
Section	Description
6(f)	<p><b>City Responsible for Incarceration Costs</b>            The City is responsible for incarceration costs when a City charge is the principal reason for booking an individual, whether the person is held pre-trial or post-trial. This includes cases where the person is booked for violating a City ordinance, committing a misdemeanor or gross misdemeanor within City limits, or being booked on a warrant related to either of those types of charges.</p> <p><b>When a City Charge Is Not the Principal Basis</b>            However, a City charge is not considered the principal basis for confinement when the person is booked solely or in combination with other charges due to a felony charge, including 72-hour holds. In such cases, the City becomes responsible only after the felony charge is resolved and City charges remain. Similarly, if a felony charge is later reduced to a misdemeanor or gross misdemeanor, the City is not responsible for costs during the period the felony was active. The City is also not responsible for federal prisoners who can be removed by a federal agency regardless of City charges, unless the federal hold is administrative, and the person is being held pending resolution of City charges.</p> <p><b>Intent on Multiple Charges</b>            When individuals are booked on multiple charges, the agreement determines that the City only pays for incarceration costs directly attributable to its own misdemeanor or gross misdemeanor charges. If there is both a felony and City misdemeanor charge, concurrently, the City is not billed as the felony takes precedence. If the bookings are consecutive, the City is responsible once the felony charge is resolved.</p> <p><b>Felony, City and Other Municipality Charges</b>            In cases involving City charges alongside charges from the County or another city, the arresting agency is billed first when the charges are at the same level. If a person is in transit for another jurisdiction and a City charge is discovered during transport, causing the person to be booked and held on that City charge, the City becomes responsible for the incarceration costs from that point forward. When there are concurrent charges from multiple jurisdictions and it is unclear who should be billed, the County will initially bill the jurisdiction that delivered the person to the jail. Once that jurisdiction’s charges are resolved, billing responsibility shifts to the next jurisdiction with unresolved charges.</p> <p><b>Exceptions Noted</b>            ✓ - No exceptions noted for either party. The agreement clearly outlines the conditions under which the City is financially responsible for incarceration costs, based on the nature and sequence of charges. No issues were identified regarding the presence, timing, or procedural clarity of this section. Observations related to the sufficiency of billing detail or the City’s ability to independently verify cost attribution fall outside the scope of this objective and are addressed separately.</p>



**Table 1: (ILA) Contract Compliance Evaluation (Paraphrased) (Continued)**

Section	Description
<b>7</b>	<p><b>Liability and Insurance</b></p> <p>This section outlines mutual indemnification between the City and County for wrongful acts or omissions by their respective personnel while performing services under the agreement. Liability is shared proportionally in cases of joint fault. Each party assumes responsibility when directing the other’s personnel. Indemnification obligations survive the agreement’s termination and include a negotiated waiver of industrial insurance immunity to allow full indemnity for employee claims</p> <p><b>Exceptions Noted</b></p> <p>This section primarily addresses legal indemnification and liability, which falls outside the scope of operational or financial audit objectives. The provisions are standard for intergovernmental agreements and do not present testable elements relevant to audit criteria.</p>
<b>8</b>	<p><b>Relationship of the Parties</b></p> <p>This section establishes that the Sheriff acts as an independent contractor, not as an agent or employee of the City. The City is only concerned with the outcomes of prisoner care and housing, while the methods and operations remain under the Sheriff’s sole discretion. All personnel involved in providing these services are considered employees of the Sheriff, who assumes full responsibility for their conduct and any associated liability. Similarly, City personnel are not considered agents or employees of the Sheriff.</p> <p><b>Exceptions Noted</b></p> <p>This section defines the legal relationship between the City and the Sheriff as that of independent contractor and client. It does not contain operational or financial provisions that are subject to audit testing and is therefore outside the scope of audit evaluation.</p>
<b>9</b>	<p><b>ADP Advisory Group</b></p> <p>The Detention Services Advisory Group was designed as a mechanism for regular communication and collaborative oversight of the jail services contract. The group is tasked with reviewing the Interlocal Agreement, discussing matters of mutual concern, monitoring cost trends, and jointly exploring cost-saving opportunities and alternative revenue sources. It also addresses budgetary impacts on service levels and evaluates changes in labor contracts, resource allocation, or cost allocation plans that may affect either party. A key objective of the group is to promote the long-term sustainability of the contract terms. The Advisory Group is also responsible for providing summary reports of each meeting to the Sheriff and the Board of County Commissioners. To support these discussions, the County is required to provide year-to-date expenditure and revenue reports, as well as year-to-date ADP totals for all jurisdictions.</p> <p>The Advisory Group is required to meet at least quarterly, with regular meetings scheduled for the third Tuesday of each month at 10:30 a.m. in the Jail Administration Conference Room. Membership includes representatives from both the County and all City users. County representatives include:</p> <ul style="list-style-type: none"> <li>• one elected official,</li> <li>• the County CEO or Sheriff as needed,</li> <li>• the Detention Services Commander (who serves as Chairman),</li> <li>• the Detention Services Finance Manager.</li> </ul> <p>City representation includes:</p> <ul style="list-style-type: none"> <li>• one elected official,</li> <li>• the City Manager or Administrator (or designee),</li> <li>• the City Finance Director (or designee).</li> </ul> <p>Either party may invite additional representatives from their respective organizations to attend. If either party intends to propose substantial changes that could affect the other party’s responsibilities or costs, they must provide at least 180 days’ written notice to the Advisory Group chairman and all jurisdictional representatives.</p>



**Table 1: (ILA) Contract Compliance Evaluation (Paraphrased) (Continued)**

	<p><b>Exceptions Noted</b></p> <p>X =Exceptions noted, both City and County. Although the agreement requires the Detention Services Advisory Group to meet quarterly, Auditors were not able to determine that meetings occurred consistently. As a result, the group has not always collaboratively discussed key issues such as cost trends, service level impacts, or potential cost-saving measures. The lack of regular meetings undermines the intended oversight and coordination functions of the Advisory Group and limits the parties' ability to proactively manage jail service costs and contractual obligations.</p>
<b>Section</b>	<b>Description</b>
<b>10</b>	<p><b>Modification</b></p> <p>This Agreement may be modified in writing by mutual written Agreement of the PARTIES.</p> <p><b>Exceptions Noted</b></p> <p>X =Exceptions noted for both the City and the County. Although the agreement allows for modification through mutual written agreement, an amendment executed in 2012 included deliverables that were not fully implemented by either party. Additionally, as noted throughout this evaluation, existing practices or arrangements during the period that deviate from the terms of the existing contract without formal amendment or documentation, are variances and noted as exceptions. The lack of follow-through on agreed modifications and the presence of undocumented deviations undermines the enforceability and clarity of the agreement.</p>
<b>Section</b>	<b>Description</b>
<b>11</b>	<p><b>All Writings Contained Herein / Binding Effect</b></p> <p>Affirms that the written agreement represents the full understanding between the parties and that any changes must be made in writing and signed by both parties. The agreement is binding on both parties and their successors.</p> <p><b>Exceptions Noted</b></p> <p>This section is legal in nature and not subject to audit testing.</p>
<b>Section</b>	<b>Description</b>
<b>12</b>	<p><b>Dispute Resolution</b></p> <p>Unresolved disputes between the parties are subject to arbitration under Chapter 7.04A RCW. Each party selects one arbitrator, and those two select a third. The arbitration decision is binding and subject to judicial review. Costs are shared equally.</p> <p><b>Exceptions Noted</b></p> <p>This section outlines a legal dispute resolution process that has not been utilized and is not applicable to audit objectives.</p>
<b>Section</b>	<b>Description</b>
<b>13</b>	<p><b>Venue Stipulation</b></p> <p>The agreement is governed by Washington State law and any legal proceedings must be filed in Spokane County.</p> <p><b>Exceptions Noted</b></p> <p>This section is jurisdictional and not relevant to audit testing</p>
<b>Section</b>	<b>Description</b>
<b>14</b>	<p><b>Severability</b></p> <p>If any part of the agreement is found to be illegal or in conflict with state law, the remainder remains valid and enforceable.</p> <p><b>Exceptions Noted</b></p> <p>This is a standard legal clause not subject to audit testing.</p>
<b>Section</b>	<b>Description</b>
<b>15</b>	<p><b>Records</b></p> <p>Public records related to services under this agreement must be made available to the City upon request, subject to legal exemptions. The County must notify the City of any public disclosure requests and responses.</p> <p><b>Exceptions Noted</b></p> <p>This provision was not tested in the audit.</p>



**Table 1: (ILA) Contract Compliance Evaluation (Paraphrased) (Continued)**

Section	Description
16	<b>Headings</b> Section headings are for convenience only and do not affect the interpretation of the agreement.
	<b>Exceptions Noted</b> This clause is not relevant to audit objectives.
Section	Description
17	<b>Time of Essence of Agreement</b> Timely performance is essential. A party may be held liable for costs or damages resulting from delays in fulfilling obligations.
	<b>Exceptions Noted</b> X =Exceptions noted for both the City and the County. While this clause emphasizes the importance of timely performance, the audit identified instances where time-bound obligations were not met by either party. These exceptions were documented in relation to specific provisions and are re-acknowledged here as they reflect a broader pattern of noncompliance with time-sensitive requirements under the agreement.
Section	Description
18	<b>Uncontrollable Circumstances / Impossibility</b> Delays or failures due to uncontrollable events or legal impossibility are not considered defaults under the agreement.
	<b>Exceptions Noted</b> This provision was not within the scope of audit testing.
Section	Description
19	<b>Filing</b> The City must file the agreement with its City Clerk; the County must file it with its County Auditor or post it on its website.
	<b>Exceptions Noted</b> ✓ - No exceptions noted for either party. ILA was readily available.
Section	Description
20	<b>Execution and Approval</b> Each party affirms that the individuals signing the agreement are properly authorized to do so.
	<b>Exceptions Noted</b> This section is administrative and not subject to audit testing.
Section	Description
21	<b>Compliance with Laws</b> The parties agree to comply with all applicable federal, state, and local laws and regulations.
	<b>Exceptions Noted</b> This general legal clause was not tested in the audit.
Section	Description
22	<b>Disclaimer</b> The agreement does not limit any party's legal authority or powers unless explicitly stated.
	<b>Exceptions Noted</b> This provision is not applicable to audit objectives.
Section	Description
23	<b>Notices</b> All formal notices must be in writing and delivered personally or by certified mail to designated officials at the listed addresses.
	<b>Exceptions Noted</b> This procedural clause was not tested in the audit.



**Table 1: (ILA) Contract Compliance Evaluation (Paraphrased) (Continued)**

Section	Description
24	<p><b>Notices</b></p> <p>Requires both parties to maintain insurance coverage throughout the term of the agreement. This includes Worker’s Compensation Insurance in compliance with Title 51 RCW, and General, Automobile, Employer’s Liability, and Professional Liability Insurance, each with a minimum coverage limit of \$5,000,000. Professional Liability coverage must remain in effect for two years after the agreement ends. The agreement also requires 30 days’ written notice for any cancellation or material change in coverage. Written proof of insurance must be provided within 30 days of execution, and each party is responsible for its own deductibles or self-insurance.</p>
	<p><b>Exceptions Noted</b></p> <p>✓ – No exceptions noted for the City. Insurance documentation was requested, and reviewed.</p>
25	<p><b>Nondiscrimination</b></p> <p>Each party agrees not to engage in discrimination in violation of applicable federal, state, or local laws.</p>
	<p><b>Exceptions Noted</b></p> <p>This provision was not tested and is outside the scope of audit objectives.</p>
26	<p><b>Assurance</b></p> <p>The County and Sheriff assure the City that no other jurisdiction will receive more favorable treatment in the care and treatment of offenders unless mutually agreed upon in writing.</p>
	<p><b>Exceptions Noted</b></p> <p>✓ = No exceptions noted regarding procedural compliance. The agreement includes an assurance that no other jurisdiction will receive more favorable treatment unless mutually agreed upon in writing. No deviations from this procedural requirement were identified during the review. Observations related to financial arrangements or comparative treatment across jurisdictions are outside the scope of this objective and are addressed separately.</p>
27	<p><b>Chapter 39.34 RCW Required Clauses</b></p> <p>This section incorporates required elements of interlocal agreements under RCW 39.34, including purpose, duration, responsibilities, financing, and administration. No new legal entity is created, and each party retains ownership of property acquired under the agreement.</p>
	<p><b>Exceptions Noted</b></p> <p>This section is administrative and was not tested in the audit.</p>



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## Management Response

Management stated that they generally agreed with the report's findings. Management provided a written response to the audit findings, which was received on March 04, 2026. Their full response is contained in a separate document maintained alongside the final audit report.



## Mayor Lisa Brown

February 27, 2026

Following a significant increase in jail costs in 2025, I directed our Internal Auditors to conduct a review of our current jail contract and costs to identify areas of improvement and financial efficiency. The attached audit reviewed the 2011 Interlocal Agreement governing the City's jail use and costs, a subsequent Memorandum of Understanding outlining commitments to collaboration and cost-savings, along with several recommended regional reforms. Reassuringly, the review confirmed consistency of cost methodology, validated data reliability and did not identify any fraud, waste, or abuse. It did, however, highlight three opportunities to reduce risk, improve service, and ensure both transparency and accountability, including:

1. To ensure procedural compliance and strengthen long-term oversight, the City should adopt a dual-track strategy (1) Enforce the County's adherence to contract deliverables, and (2) Institutionalize internal controls for monitoring, documentation and follow-up.
2. To improve cost fairness and reduce financial exposure, the City should negotiate revisions to the cost allocation model while simultaneously enhancing its internal oversight practices.
3. To improve the decision-usefulness of detention-related data and fulfill the collaborative intent of the MOU, the City should work the County to co-develop a set of shared reporting objectives and data definitions. This effort should be documented through the Detention Services Advisory Group and may include identifying key indicators, contextual variables.

Based on the Audit's findings and recommendations, I have directed City Staff to:

1. Establish an internal Jail Oversight Committee comprised of: the Deputy City Administrator, Chief Financial Officer, Spokane Police Department liaison, Municipal Court Administrator, Prosecutor, and Public Defender. This committee will:
  - Review the City's jail contract and identify existing provisions that the City intends to exercise moving forward.
  - Review the County Detention Service's quarterly reports, identifying questions and/or recommendations.
  - In consultation with CFO, evaluate the rationale and consistency of the County's cost schedule.
  - Develop a proposed draft of reporting objectives to share with the County's Jail Advisory Committee for consideration.

***A Better Way Starts Here***

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335  
Phone: 509.625.6250 FAX: 509.625.6563



## Mayor Lisa Brown

2. Formally request view-only access to the City's misdemeanor population in JailTracker, the County's jail population management tool. This will allow the City to frequently review our jail population and identify what programming may best serve them during incarceration, and/or who can be safely served in the community with appropriate supports and safeguards.
3. Formally request a seat on all Request for Proposal committees related to the jail. The County's selections for contracted services, vendors and providers directly impact the cost allocated to member agencies, including the City, as well as the service quality for our incarcerated population. It is critical that we have an opportunity to review and provide the City's perspective during submission evaluation.
4. Formally request a seat on the Medication Transformation Project team. This project could, among other things, drastically expand reentry services as well as MOUD treatment for incarcerated individuals. Given the concentration of overdoses and service providers within the City limits, the City has both interests and resources relevant to the planning process.
5. Present the audit's finding and recommendations to the Safe & Healthy Task Force, so it can be included in the body's deliberations.

I am committed to stewarding our limited public safety resources, improving outcomes for individuals and communities impacted by incarceration, and working closely with our regional partners to improve trust across the legal system. I am grateful to the close attention to this matter and look forward to the work ahead.

*Lisa Brown*

Lisa Brown

Mayor, City of Spokane

***A Better Way Starts Here***

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335  
Phone: 509.625.6250 FAX: 509.625.6563

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/17/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

FINANCE &amp; ADMINISTRATION

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

STEPHEN 625-6990

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

SCWILLIAMS@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

SPECIAL BUDGET ORDINANCE – PSAP OPERATIONS MANAGER FTE &amp; REVENUE

**Agenda Wording**

To implement the Public Safety Answering Point (PSAP) system in a timely manner, an Operations Manager position is needed.

**Summary (Background)**

This position is being funded by the apportionment of Spokane County's 911 excise tax which will be received on a quarterly basis according to the interlocal agreement (ILA) the City of Spokane has with Spokane County and Spokane Regional Emergency Communications (SREC).

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? NO			
Total Cost	\$ 115,300		
Current Year Cost	\$ 115,300		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
For the foreseeable future, the Operations Manager position will be funded by the City of Spokane's revenue apportionment, as agreed upon with Spokane County and SREC.			
<b>Amount</b>			
<b>Budget Account</b>			
Revenue	\$ (1,390,000)	# 1510-37400-99999-33772-99999	
Expense	\$ 115,300	# 1510-37400-28200-5xxxx-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> Recurring			
<b>Funding Source Type</b> Taxes			
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes, we will receive this revenue as long as the ILA with the County and SREC is active.			
<b>Expense Occurrence</b>	Recurring		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
(FTE related?) Yes – add one FTE.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	STRATTON, JESSICA	<b>MANAGEMENT &amp;</b>	MILLER, JACOB
<b>Division Director</b>	STRATTON, JESSICA		
<b>Accounting Manager</b>	BUSTOS, KIM		
<b>Legal</b>	SCHOEDEL, ELIZABETH		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
jmiller@spokanecity.org		jstratton@spokanecity.org	

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

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO BUDGET FOR THE CITY'S REVENUE APPORTIONMENT AND AUTHORIZE ONE ADDITIONAL OPERATIONS MANAGER POSITION FOR THE SPOKANE UNITED 911 NETWORK, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Spokane United 911 Network 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 Spokane United 911 Network Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add 1 non-classified Spokane United 911 Network Operations Manager (from 0 to 1) in the Spokane United 911 Network department.
- 2) Increase revenue by \$1,390,000
  - A) Of the increased revenue, \$1,390,000 is provided by Spokane County for the City's apportionment of the County's 911 Excise Tax.
- 3) Increase appropriation by \$115,300
  - A) Of the increased appropriation, \$115,300 is provided solely for salary and benefits.

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 needing to budget for the City's revenue apportionment and authorize one additional Operations Manager position for Spokane United 911 Network, 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:** 03/23/2026**Committee Agenda type:** Information Only**Date Rec'd**

3/18/2026

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

ACCOUNTING

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

COLE WICKER 625 6822

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

WWICKER@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

NOTIFICATION OF NORTHEAST COMMUNITY CENTER PARKING FEASIBILITY

**Agenda Wording**

Informational notification of Northeast Community Center Parking Feasibility Study Congressionally Designated Spending Grant Request

**Summary (Background)**

This grant comes in a request to partner with Northeast Community Center. The project would fund a feasibility and design study of expanded parking needs at the center. The \$300,000 requested allocation will cover project design, development, zoning compliance, and necessary any necessary staff time.

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

Spokane’s District 1, located in the Northeastern part of the city, is home to nine diverse neighborhoods and represents the most racially and economically diverse area of the city. Nearly 30% of residents—and 40% of children under 18—identify as Black, Indigenous, or people of color, compared to 21% citywide. One in ten residents is an immigrant, double the citywide average. Despite this diversity and community strength, District 1 experiences the highest levels of poverty and health disparities in Spokane. Nearly 40% of children live below the poverty line, and more than 80% qualify for free or reduced-price lunch. Environmental and social

**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?**

The final feasibility study will be examined by the NECC team for project aptitude for further expansion.

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

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
The proposed budget includes \$273,000 in contractual services with NECC and \$27,000 in Administration for the City of Spokane.	
<b>Amount</b>	
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
<b>Budget Account</b>	
Select	#
Select	#
Select	#
Select	#
Select	#
Select	#
<b>Funding Source</b> N/A	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b> N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	
<b>Division Director</b>	
<b>Accounting Manager</b>	
<b>Legal</b>	
<b>For the Mayor</b>	
<b>Distribution List</b>	
sbrown@spokanecity.org	jstratton@spokanecity.org

**City of Spokane**  
**Northeast Community Center Parking Feasibility Study**  
**Executive Summary**

The Northeast Community Center seeks support to advance a critical capital expansion project, transforming its current parking lot into a multi-level parking and program space designed to expand access to essential services and increase community capacity in Northeast Spokane. We are requesting \$300,000 in funding to help this program succeed.

This facilities project will take place on approximately two-thirds of NECC's existing parking lot and will include a raised parking structure paired with new social service and programming space to meet growing community demand.

Our Resident Steering Committee and neighborhood council focus groups have consistently identified a credit union, food bank, and open gym for kids and adults as top priorities for our community center. We have no space to add these services or accommodations for parking and facility access. This feasibility study is the first step in a line of capital improvements that will expand access at NECC.

The \$300,000 requested allocation will cover project design, development, zoning compliance, and necessary any necessary staff time. We will receive a completed plan of action that will allow us to apply for future capital grants. Our long-term plan for expansion at NECC will increase access and ease of services for our constituents in northeast Spokane and the region.

**Document Overview:**

1. Program Budget
2. Letters of Support: Head Start (1), SNAP (2), YVFWC (3)
3. Early-concept map

**City of Spokane**

**North East Community Center Parking Feasibility Study**

**Budget Explanation**

<b>Phase</b>	<b>Scope of work</b>	<b>Cost range</b>	<b>Description</b>
1	Zoning & Planning	\$15,000	City zoning compliance, concept drawings, and survey costs to establish project foundation.
2	Engineering & Architecture	\$79,000 – \$120,000	Full engineering designs, city-approved architectural plans, civil utilities, and mechanical engineered drawings.
3	Electrical, L&I & Tenant Architecture	\$100,000 – \$190,000	Electrical Labor & Industries engineered drawings with submittals and tenant space architectural plans to complete the full bid-ready document set.
-	Administration and Management	\$27,000	City of Spokane administration and management costs and staff time to ensure applicable compliance with all mandated federal reporting needs.
<b>Total estimated (engineered bid set + zoning compliance)</b>		<b>\$300,000</b>	<b>Represents approx. 8% of anticipated total project cost exceeding \$4 million — producing a complete set of city-compliant, engineered drawings ready for General Contractor bidding.</b>



March 11, 2026

Dear Congressional Review Team,

It is with great enthusiasm that Spokane Neighborhood Action Partners (SNAP) offers this letter of support for the North East Community Center Association's (NECC) Parking Expansion and Program Space Development project. As an organization deeply committed to expanding access to social services for low-income residents in Northeast Spokane, we recognize this initiative as a transformative investment in our shared community.

SNAP has partnered with NECC for over 20 years and has witnessed firsthand the critical role it plays as a hub for wraparound services — from medical and dental care to nutrition support, childcare, energy assistance, and senior programming. We have also witnessed firsthand the very real limitations that insufficient parking and inadequate physical space place on the community members we are both working to serve. Residents have been turned away, appointments have been missed, and opportunities for connection to vital resources have been lost — not for lack of services, but for lack of space and access.

The proposed multi-level parking and program space development directly addresses these barriers. By expanding vertically within NECC's existing footprint, the project will meaningfully increase parking capacity and create new square footage for social service programming — space that is urgently needed and, frankly, long overdue. Community members have already identified demand for expanded services such as a neighborhood credit union, a food bank, and youth and recreation programming. NECC's expansion would position our region to respond to these needs in a centralized, accessible location where vulnerable populations already come to find support.

From our perspective as a tenant and service partner, new programming space at NECC would open meaningful opportunities for collaboration, co-location, and expanded service delivery that our organization has not previously been able to pursue due to spatial constraints. We are eager to explore how expanded facilities could allow us to extend our reach and deepen our impact in Northeast Spokane alongside NECC.

NECC's leadership has demonstrated strong project management capacity and a clear-eyed vision for this expansion. We are confident in their ability to execute this project responsibly and effectively, and we are committed to supporting their efforts to secure the funding necessary to bring it to completion.

We strongly encourage funders and community partners to invest in this project. The NECC expansion is not simply a facilities upgrade — it is an investment in the health, stability, and opportunity of some of Spokane's most resilient and underserved residents.

Sincerely,

Sincerely,

Julie Honekamp, CEO  
[Honekamp@snapwa.org](mailto:Honekamp@snapwa.org)  
509-319-3000



## Yakima Valley Farm Workers Clinic

we are *family*

March 13, 2026

To Whom It May Concern:

On behalf of Yakima Valley Farm Workers Clinic (YVFWC), it is with great enthusiasm that we offer this letter of support for the North East Community Center Association's (NECC) Parking Expansion and Program Space Development project. As an organization deeply committed to expanding access to social services for low-income residents in Northeast Spokane, we recognize this initiative as a transformative investment in our shared community.

YVFWC has partnered with NECC for 15 years and has witnessed firsthand the critical role it plays as a hub for wraparound services — from medical and dental care to nutrition support, childcare, energy assistance, and senior programming. We have also witnessed firsthand the very real limitations that insufficient parking and inadequate physical space place on the community members we are both working to serve. Residents have been turned away, appointments have been missed, and opportunities for connection to vital resources have been lost — not for lack of services, but for lack of space and access.

The proposed multi-level parking and program space development directly addresses these barriers. By expanding vertically within NECC's existing footprint, the project will meaningfully increase parking capacity and create new square footage for social service programming — space that is urgently needed and, frankly, long overdue. Community members have already identified demand for expanded services such as a neighborhood credit union, a food bank, and youth and recreation programming. NECC's expansion would position our region to respond to these needs in a centralized, accessible location where vulnerable populations already come to find support.

From our perspective as a service partner, new programming space at NECC would open meaningful opportunities for collaboration, co-location, and expanded service delivery that our organization has not previously been able to pursue due to spatial constraints. We are eager to explore how expanded facilities could allow us to extend our reach and deepen our impact on Northeast Spokane alongside NECC.

NECC's leadership has demonstrated strong project management capacity and a clear-eyed vision for this expansion. We are confident in their ability to execute this project responsibly and effectively, and we are committed to supporting their efforts to secure the funding necessary to bring it to completion.

We strongly encourage funders and community partners to invest in this project. The NECC expansion is not simply an upgrade of facilities, it is an investment in the health, stability, and opportunity of some of Spokane's most resilient and underserved residents.

Sincerely,

*Christine Trotter*

Christy Trotter  
Chief Executive Officer

March 11, 2026

To Whom It May Concern:

It is with great enthusiasm that Spokane Colleges Head Start & ECEAP offers this letter of support for the Northeast Community Center Association's (NECC) Parking Expansion and Program Space Development project. As an organization deeply committed to expanding access to social services for low-income residents in Northeast Spokane, we recognize this initiative as a transformative investment in our shared community.

Spokane Colleges Head Start has partnered with NECC for nearly 30 years and has witnessed firsthand the critical role it plays as a hub for wraparound services – from medical and dental care to nutrition support, childcare, energy assistance, and senior programming. We have also witnessed firsthand the very real limitations that insufficient parking and inadequate physical space place on the community members we are both working to serve. Residents have been turned away, appointments have been missed, and opportunities for connection to vital resources have been lost, not for lack of services, but for lack of space and access.

The proposed multi-level parking and program space development directly addresses these barriers. By expanding vertically within NECC's existing footprint, the project will meaningfully increase parking capacity and create new square footage for social service programming, space that is urgently needed and, frankly, long overdue. Community members have already identified demand for expanded services such as a neighborhood credit union, a food bank, and youth and recreation programming. NECC's expansion would position our region to respond to these needs in a centralized, accessible location where vulnerable populations already come to find support.

From our perspective as a service partner, new programming space at NECC would open meaningful opportunities for collaboration, co-location, and expanded service delivery that our organization has not previously been able to pursue due to spatial constraints. We are eager to explore how expanded facilities could allow us to extend our reach and deepen our impact in Northeast Spokane alongside NECC.

NECC's leadership has demonstrated strong project management capacity and a clear-eyed vision for this expansion. We are confident in their ability to execute this project responsibly and effectively, and we are committed to supporting their efforts to secure the funding necessary to bring it to completion.

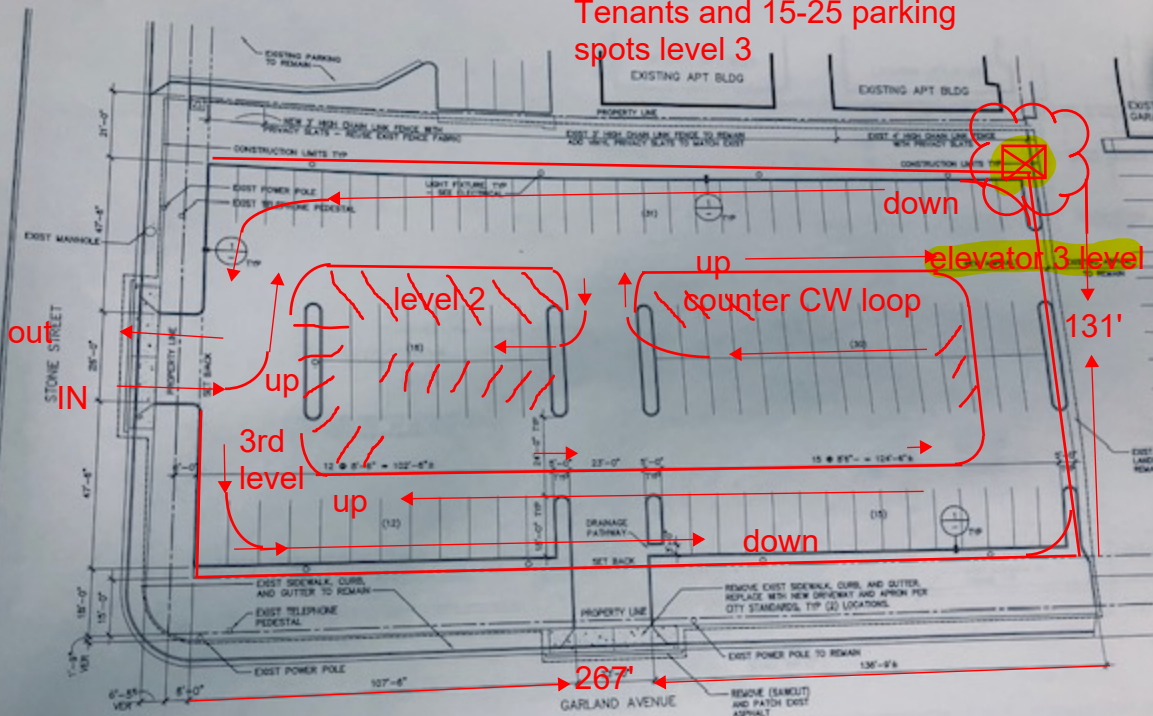
We strongly encourage funders and community partners to invest in this project. The NECC expansion is not simply a facilities upgrade, it is an investment in the health, stability, and opportunity of some of Spokane's most resilient and underserved residents.

Sincerely,



Bobbi Woodral,  
District Director  
Spokane Colleges Head Start & ECEAP

Tenants and 15-25 parking spots level 3



**SITE PLAN**  
Scale: 1" = 20'-0" N

City of Spokane/NE Community Center Parking Feasibility Study Application

CDS – Baumgartner

03/18/2026

1. Name of Project:
  - a. Northeast Community Center Expansion and Parking Feasibility Study
2. What specific problem does this project address in Washington's 5th district and why are federal funds necessary?
  - a. Northeast Community Center (NECC) provides critical wraparound services - medical, dental, pharmaceutical, energy assistance, nutrition support, childcare, employment services, and senior programming - to residents of all ages. Despite growing demand, two persistent barriers limit access: insufficient parking and inadequate physical space. The parking lot routinely exceeds capacity, preventing residents - including seniors with mobility challenges - from attending appointments and accessing services. NECC also lacks the space to accommodate high-priority community-identified needs such as a neighborhood credit union, food bank, and youth recreation programming. Expanding into the current parking footprint is the only viable path for growth at this site.
3. Impact on Washington's Fifth Congressional District - be as specific as possible (list specific institutions, geographic coverage, constituencies, organizations, etc.). For example, list measurable outcomes (e.g., households served, acres irrigated, veterans treated, jobs created, travel time reduced, etc.).
  - a. NECC offers expansive wraparound services. In 2025 our 9 agency partners had a combined 156,466 units of service. Our partners include Akin; Hillyard Senior Center; Manzanita House, MultiCare Behavioral Health Clinic, Northeast Child Development Center – Head Start, Northeast Support Team, SNAP, Unify Community Health and WIC. NECC is not just a meeting space, but an essential pillar of the Northeast Spokane Community.

Residents use our spaces often for services they could not access otherwise.

Expanding the parking spaces will allow us to increase this capacity. For example, MultiCare Behavioral Health Clinic routinely schedules over 600 daily appointments, our SNAP energy assistance program aids over 150 residents at each monthly appointment, and we facilitate regular food distribution with ZILCH through NECC and neighboring schools. NECC is not just a building with services, we are apart of the Spokane and eastern

Washington Community. We hope expanding our resources means more people can take advantage of our resources.

In addition to our agency partners, the facility serves as a central meeting hub for east Spokane. We had 2196 free hours for neighborhood connection activities including Neighborhood council meetings and Resident Steering Committee meetings.

We tailor our programming to meet our community needs. In 2025 we provided 208,192 free hours of youth programming and 55,028 free hours of adult programming. This included parenting classes, pre-employment courses, financial coaching.

The feasibility study will serve as the first major step in capacity building on-site. In addition to expanding access to current services, more parking and later capital improvements to our facilities will allow us to expand our offerings including a possible food bank, credit union, and community gym.

NECC is an important community hub, and we expect it to stay that way. Expanding our parking means expanding what we can do for our community in Spokane.

4. How will this project benefit the people and taxpayers in Eastern Washington?

Spokane's District 1, located in the Northeastern part of the city, is home to nine diverse neighborhoods and represents the most racially and economically diverse area of the city. Nearly 30% of residents—and 40% of children under 18—identify as Black, Indigenous, or people of color, compared to 21% citywide. One in ten residents is an immigrant, double the citywide average. Despite this diversity and community strength, District 1 experiences the highest levels of poverty and health disparities in Spokane. Nearly 40% of children live below the poverty line, and more than 80% qualify for free or reduced-price lunch. Environmental and social inequities compound these challenges. The City's Climate Vulnerability Assessment found that District 1 faces the greatest exposure to environmental risks and the lowest adaptive capacity to respond to them. An investment in NECC is a direct investment to Northeast Spokane's vibrant and socioeconomically diverse community.

The Northeast Community Center serves the neighborhoods of Hillyard, Whitman, Riverside, Shiloh Hills, Nevada Heights, Bemiss, and Logan — communities of Northeast Spokane that grew largely around the railroad and manufacturing industries of the early 20th century, leaving a legacy of modest single-family homes, tight-knit blocks, and a proud working-class identity. Today, these neighborhoods reflect a cross-section of northeast Spokane's residents:

long-established families, seniors on fixed incomes, immigrants and refugees building new lives, and individuals navigating poverty, unemployment, and gaps in healthcare and social services. The Northeast Community Center serves as an anchor for this district, providing resources and programming that many residents cannot access elsewhere. Investing in these properties ensures that any programming is sustainable in the long term, especially as investment in these community's spark interest in neighborhood and regional growth.

5. The Congressman receives many CPF proposals and is limited to no more than 20 requests across all appropriations bills. Generally only half of those will receive funding. Why should this project be prioritized over other district requests?

- a. As previously mentioned, but worth reiterating, eastern Spokane is home to the most socioeconomically diverse neighborhoods in the City. Additionally, with expansion of projects like the North-South Corridor, we face increased challenges to community connection and access. Expanding our parking services will ensure we do not lose connection across our community.

Spokane is the largest hub east of the Cascades and is a focal point for Eastern Washington. While the city grows and expands, our hope is that Northeast Spokane will thrive too.

6. Organization Name: City of Spokane
7. Requesting Organization Contact Information (Name, Affiliation, Email, Contact Number): Cole Wicker, Grant Writer, [wwicker@spokanecity.org](mailto:wwicker@spokanecity.org), 509-625-6822
8. Requesting Organization Mailing Address:
9. Requesting Organization Website: [spokanecity.org](http://spokanecity.org)
10. Applicant Certification (check all that apply):

- a. **The project is eligible under House Community Project Funding rules.**
- b. **The requesting entity is a public entity or eligible nonprofit.**
- c. **The project is not a memorial, museum, or commemorative.**
- d. **The project is not for general operating expenses.**
- e. **The project has no for-profit beneficiaries.**
- f. **The project can be obligated within 6 months of enactment.**
- g. **The project has completed (or will complete before obligation) all required environmental/permitting reviews.**
- h. Design/engineering is complete.

11. Detailed Description of the Project:

The Northeast Community Center seeks support to advance a critical capital expansion project that will transform its current parking lot into a multi-level parking and program space designed to expand access to essential services and increase community capacity in Northeast

Spokane. This facilities project will take place on approximately two-thirds of NECC's existing parking lot and will include a raised parking structure paired with new social service and programming space to meet growing community demand.

## Purpose

NECC's proposed capital project is a facilities expansion that will create a multi-level parking structure integrated with additional space for social service programming. The project will increase both parking capacity and available space for new and expanded services. For years, NECC has explored options through community conversations and preliminary bids to determine how best to expand. These discussions consistently identified parking and space limitations as the primary barriers to growing services and improving access for current participants.

The existing parking lot frequently exceeds capacity, making it difficult for residents to attend appointments, access partner services, or participate in programs, inclusive of Hillyard Senior Center participants, many with mobility issues. By expanding vertically and reimagining the parking footprint as a combined parking and programming facility, NECC will be able to significantly increase the number of individuals served while improving accessibility to existing programs.

This project is in the planning and feasibility stage, with NECC preparing for detailed design and cost analysis that will allow the organization to move toward formal architectural planning, contractor bids, and full capital campaign development.

## Community Need and Beneficiaries

NECC serves low-income residents, infants through senior care, throughout Northeast Spokane who rely on the center for access to critical wraparound services. These include medical, dental, pharmaceutical, energy assistance, nutrition support, childcare, employment services, and programming through the Hillyard Senior Center. While demand for services continues to grow, insufficient parking and limited physical space prevent many community members from fully accessing available support services.

The expansion project addresses a fundamental barrier: access. Without adequate parking and physical space, residents face challenges attending appointments, receiving services, and

participating in programs that support health, economic stability, and overall well-being.

Increased parking capacity will directly improve access to existing services, while new programming space will allow NECC to respond to additional community-identified needs.

Community feedback has identified demand for expanded services such as a neighborhood credit union or financial institution, food bank, and youth and community recreation space.

Currently NECC lacks the physical space to accommodate these and other potential partners. Expanding into the parking lot footprint represents the only viable path for growth at the site.

The primary beneficiaries of this project are low-income individuals and families in Northeast Spokane who rely on NECC for essential services, mental and physical health supports, and resources addressing social determinants of health such as food security and economic stability. By expanding parking and program space, NECC will increase convenience, access, and the overall effectiveness of its service delivery model.

#### Project Timeline, Budget, and Capacity

NECC anticipates a three- to four-year timeline for planning, development, and completion of the project. The total estimated capital cost is up to \$8 million. NECC has already established an internal expansion fund and expects to contribute approximately \$300,000-

\$400,000 toward project costs. With a completed feasibility study and defined scope, the organization will be positioned to pursue major funding from partners including the City of Spokane, Washington State Department of Commerce, and other public and private funders.

NECC's leadership team has a proven track record in capital project management, including development of a coffee shop, transitional housing remodels, and active re-entry housing construction. A full-time facilities manager, dedicated grant manager, and experienced operations team will oversee contractor coordination, compliance, and reporting throughout the project.

Together, this team will work with general contractors, architects, and funding partners to successfully deliver the project.

## Readiness and Next Steps

To move the project forward, NECC is seeking support for pre-development and pre-construction activities, including obtaining multiple contractor scope bids, refining design requirements, and completing a comprehensive feasibility and cost analysis. These steps will ensure accurate budgeting, readiness for formal architectural and construction phases, and competitiveness for major capital funding opportunities.

With established relationships with contractors and architectural partners, NECC is prepared to complete feasibility and planning work on an accelerated timeline and transition quickly into formal design and fundraising phases. This readiness positions the organization to move from concept to implementation while minimizing disruption to current services and neighboring community institutions.

## Conclusion

The NECC parking and program expansion project represents a strategic investment in community infrastructure that will increase access to essential services, support program growth, and address long-standing space and parking limitations. By transforming our parking lot into a multi-level facility that combines parking with expanded programming, NECC will strengthen its role as a central hub for health, stability, and opportunity for low-income residents in Northeast Spokane.

With strong leadership, demonstrated project management capacity, and clear community need, NECC is well positioned to advance this project and leverage additional funding to bring this transformative expansion to completion.

12. Select which subcommittee you are submitting a request for:
  - a. Transportation, Housing, and Urban Development.
13. All projects must fall under a Community Project Funding-Eligible Account as outlined by the House Appropriations Committee. Please name the account.
  - a. Economic Development Initiative

14. The Committee will only fund projects that are tied to a federal authorized purpose. Include a written statement describing the federal nexus for this request. Explain with specificity how this project aligns with the statutory purposes of the named federal account, above. Cite the relevant federal authorization, if known.

- a. This feasibility study will serve CDF Funds 5305(a)(1) and 5305(a)(5). As an initial stage planning project, this request will assess, review, and develop plans that will allow for rehabilitation and expansion of public spaces, while encouraging the development of more easily accessible space for our constituents.

This project will be an economic benefit to the Northeast Spokane Community. We are currently operating near capacity for our services, but we would like to expand our offerings. However, as Northeast Spokane is divided with the new North-South freeway, we expect more of our local neighborhoods will utilize cars and parking as a necessary means to accessing our services. An expanded parking lot means that NECC can expand to meet our growing calls for additional services. These currently include ideas for credit union, food bank, and open gym for the community.

We believe that expanding NECC and our parking compacity will meet a local need for the economically disadvantaged in Northeast Spokane, the many youth and seniors that use our services, and the ever-growing community members who routinely use our spaces for local events.

15. Detailed breakdown of the total cost of the project or program that includes all prior funding sources (both public and private) and any amounts that remain unfunded. Not including federal dollars, how will you fund the remaining project costs (i.e. state)

We anticipate the total cost of funding for this first stage of the project to be \$300,000. This will cover zoning and planning needs, engineering and architectural plans, and electrical labor and industries development. We anticipate that a small portion of this funding will cover immediate staff time and project management needs. NECC anticipates a three- to four-year timeline for planning, development, and completion of the project. The total estimated capital cost is up to \$8 million. NECC has already established an internal expansion fund and expects to contribute approximately \$300,000-\$400,000 toward project costs. With a completed feasibility study and defined scope, the organization will be positioned to pursue major funding from partners including the

City of Spokane, Washington State Department of Commerce, and other public and private funders.

This project has been supported by in-kind contributions NECC in the grant-development phase, and all NECC staff time will be supported by in-kind contributions through the completion of the feasibility study. Additionally, NECC was recently awarded a fully funded feasibility study from the Washington Department of Commerce that will assess the validity for solar systems and battery backups at our facilities. We also just completed a grant-funded energy audit of our facilities that identified efficient retrofits to our buildings. These grants are investments in our facilities and demonstrate the work that NECC has done to keep our site safe, secure, and accessible to our public. It is now our hope to expand our parking space so these future capital improvements will be reachable to the entire community.

16. Are there any known or anticipated community concerns associated with this project or program (e.g. conflict with land use, neighborhood concerns, etc.). Is there any pending litigation? Any known organized opposition? Has this project been previously denied by a federal agency? If so, why?

There is no known opposition to this project. NECC is a staple of the East Spokane Community, and our services are popular and widely used. Our constituents are thrilled for the prospect of easier access to our facilities with the future parking expansion. Our Resident Steering Committee and neighborhood council focus groups have consistently identified a credit union, food bank, and open gym for kids and adults as top priorities for our community center. We have no space to add these services or accommodations for parking and facility access. This feasibility study is the first step in a line of capital improvements that will expand access at NECC.

17. Members must provide evidence of the project's merit and community support to the appropriations committee. Upload one consolidated PDF including: (1) One-page Executive Summary, (2) Letters of Support, (3) Budget, (4) Project Map or Site Plan (if applicable)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/17/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

GRANTS MANAGEMENT

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

JERRALL 625.6729

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

JHAYNES@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

SPECIAL BUDGET ORDINANCE - PARTICIPATORY BUDGETING GRANT

**Agenda Wording**

Washington State Department of Commerce Grant has awarded the City of Spokane with a Participatory Budgeting grant. The City of Spokane intends to implement a community participatory budgeting (PB) process focused on engaging residents in identifying and selecting projects that will benefit their neighborhoods.

**Summary (Background)**

The Department of Commerce Participatory grant acceptance requires the creation of two project employee positions out of the Office of the Mayor. The first is the Project Manager Position and the second is the Outreach Coordinator position. The budget for their expenses is being created but is being offset completely by negative contra salary and contra benefit budget lines. This is effectively a \$0 net increase to the Office of the Mayor (General Fund) budget and will mirror how the costs of these employees are passed to the grant in Fund 1330.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? NO			
Total Cost		\$ 650,000	
Current Year Cost		\$ 650,000	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Two Project Employees will be added to the Office of the Mayor in the General Fund. All of their costs will be applied to this grant, meaning this is not expected to have a financial impact on the General Fund.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ (650,000)	# 1330-95668-99999-33442-99999	
Expense	\$ 650,000	# 1330-95668-58900-Various-99999	
Expense	\$ 0	# 0520-36200-13100-Various-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
No, this grant is non-recurring.			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
(FTE related?) The project employees will be hired for the term of the grant award and will be terminated at the conclusion of the grant's funding.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	DUFFEY, ANDREW	<b>MANAGEMENT &amp;</b>	MILLER, JACOB
<b>Division Director</b>	STRATTON, JESSICA	<b>ACCOUNTING -</b>	DUFFEY, ANDREW
<b>Accounting Manager</b>	DUFFEY, ANDREW		
<b>Legal</b>	SCHOEDEL, ELIZABETH		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
cstanton@spokanecity.org		sbrown@spokanecity.org	
jstratton@spokanecity.org			

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

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT A PARTICIPATORY BUDGETING GRANT FROM THE WASHINGTON STATE DEPARTMENT OF COMMERCE, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund and the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City 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 \$650,000
  - A) Of the increased revenue, \$650,000 is provided solely from the Washington State Department of Commerce.
- 2) Increase appropriation by \$650,000.
  - A) Of the increased appropriation, \$221,490 is provided solely for contra salaries and contra benefits.
  - B) Of the increased appropriation, \$15,000 is provided solely for contra other supplies and services.
  - C) Of the increased appropriation, \$413,510 is provided solely for contractual services.

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

- 1) Increase appropriation by \$221,490.
  - A) Of the increased appropriation, \$221,490 is provided solely for project employee wages and benefits in the Office of the Mayor.
- 2) Decrease appropriation by \$221,490.
  - A) Of the decreased appropriation, \$221,490 is provided solely for contra salaries and contra benefits in the Office of the Mayor.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept a Participatory Budgeting grant from the Washington State Department of Commerce, 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:** 03/23/2026**Committee Agenda type:** Discussion**Date Rec'd**

3/17/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

GRANTS MANAGEMENT

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

COLE WICKER 625 6822

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

WWICKER@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

SPECIAL BUDGET ORDINANCE – EMERGENCY STREETS GRANT

**Agenda Wording**

The Traffic and Sustainability Division has received a new grant to support an Emergency Streets program.

**Summary (Background)**

This funding is supported by one-time non-recurring funds from the Washington Traffic Safety Commission. As federal passthrough funds, they must be used before the next mid-biennium modification period. The Grants Office will manage this grant.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? NO			
Total Cost	\$ 136,857		
Current Year Cost	\$ 136,857		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
No positions will be added for this grant. Existing personnel will bill time to the grant.			
<b>Amount</b>			
<b>Budget Account</b>			
Revenue	\$ (136,857)	# 1330-95667-99999-33435-73611	
Expense	\$ 84,565	# 1330-95667-43411-51991-99999	
Expense	\$ 12,442	# 1330-95667-43411-54992-99999	
Expense	\$ 34,000	# 1330-95667-43411-54101-99999	
Expense	\$ 5,850	# 1330-95667-43411-54404-99999	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
No, it is not recurring.			
<b>Expense Occurrence</b>	One-Time		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Other budget impacts: (FTE related?) Program allocated \$136,855.71. \$84,564.28 allocated to staff time. This will cover partial time for existing staff members allocated across the project			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	DUFFEY, ANDREW	<b><u>MANAGEMENT &amp;</u></b>	MILLER, JACOB
<b>Division Director</b>	STRATTON, JESSICA	<b><u>ACCOUNTING -</u></b>	DUFFEY, ANDREW
<b>Accounting Manager</b>	DUFFEY, ANDREW		
<b>Legal</b>	SCHOEDEL, ELIZABETH		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
wwicker@spokanecity.org		sbrown@spokanecity.org	
jstratton@spokanecity.org			

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

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT AN EMERGENCY STREETS GRANT FROM WASHINGTON TRAFFIC SAFETY COMMISSION, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, 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 \$136,857.
  - A) Of the increased revenue, \$136,857 is provided solely from the Washington Traffic Safety Commission.
- 2) Increase appropriation by 136,857.
  - A) Of the increased appropriation, \$84,565 is provided solely for contra salaries.
  - B) Of the increased appropriation, \$12,442 is provided solely for contra other supplies and services.
  - C) Of the increased appropriation, \$34,000 is provided solely for professional services.
  - D) Of the increased appropriation, \$5,850 is provided solely for operational travel.

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 to accept an Emergency Streets grant from Washington Traffic Safety Commission, 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:** 03/23/2026**Committee Agenda type:** Information Only**Date Rec'd**

3/10/2026

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

CITY COUNCIL

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

KATE 6712

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

KFAIRBORN@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**

DISCUSSION ON COUNCIL BUDGET PRIORITIES FOR THE NEXT BIENNIUM

**Agenda Wording**

Preliminary discussion of council budget priorities for next biennium.

**Summary (Background)**

Pursuant to SMC 07.14.030E, each year no later than the April finance committee meeting, council must begin deliberations regarding the body's budget priorities for next budget cycle (2027-28 biennium). Final action shall be no later than the first council meeting in July.

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

Open deliberations regarding council budget priorities provides insight into public resource allocation decisions. While this action does not authorize spending, the priorities identified may influence how programs, services, and investments are distributed across the community, with consideration for equitable access and community needs. Establishing budget priorities helps guide future allocation of City resources.

**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?**

Final priorities may be juxtaposed to the final adopted 2027-28 biennial budget and subsequent variance reports.

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

Complies with SMC 07.14.030

**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>
Neutral \$ N/A	# N/A
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026

		<b>Date Rec'd</b>	3/9/2026
		<b>Clerk's File #</b>	OPR 2025-0417
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	HUMAN RESOURCES	<b>Bid #</b>	
<b>Contact Name/Phone</b>	ALLISON ADAM 6383	<b>Requisition #</b>	CR28484
<b>Contact E-Mail</b>	AADAM@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON PDILLON		
<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>	PENSER CONTRACT ONE (1) YEAR RENEWAL		

**Agenda Wording**

Contract Renewal through Penser a third-party administrator assisting in the handling of Workers Compensation claims.

**Summary (Background)**

In 2025, after the passing of one of our two in-house employees that oversaw and processed Workers' Compensation claims, the City made the decision to contract through a third-party administrator assistance in the handling of Workers Compensation claims as it cannot be handled adequately by one person State of WA Labor & Industries requires all persons adjudicating workers' comp claims be certified by Labor and Industries and that is not a skill set that is easily acquired through recruitment. Penser has successfully supported our sole Workers Compensation employee in the processing and adjudication of work-related injury and illness claims which has allowed us to remain self-insured. They have continued to expand the support provided and proven to be a valuable partner

**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?**

Workers Compensation is available to all employees that develop work related injuries or illnesses.

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

We continue to evaluate the services provided. Penser has been timely in claims processing, expanded the services provided and has recommended solutions that have a positive impact on our ability to provide timely payment of medical claims and compensation to injured employees within the guidelines as established by WA State Department of Labor and Industries.

**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?**

Supports our safety and workers compensation programs.

**Council Subcommittee Review**

The COI currently included in OnBase does not comply with contract requirements. We are working with the vendor to obtain a revised COI. An updated COI will be provided and in force prior to the effective date of this amendment.

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 170,483
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 150,483	# 5810-78500-17610-54101-99999 (monthly
Expense \$ 20,000	# 5810-78500-17610-54101-99999 (file transfer fee)
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>	
Yes this is funded	
<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>	BUSTOS, KIM
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b>Distribution List</b>	
	ddaniels@spokanecity.org
mdean@spokanecity.org	kbustos@spokanecity.org
laga@spokanecity.org	aadam@spokanecity.org
jnechanicky@spokanecity.org	



**CITY OF SPOKANE**  
**CONTRACT AMENDMENT RENEWAL 1 of 3**  
**Title: THIRD PARTY ADMINISTRATIVE SERVICES FOR WORKERS COMPENSATION**

This Contract Amendment Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PENSER NORTH AMERICA, INC.**, whose address is P.O. Box 4047, West Richland, Washington 99353, 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 provided Third Party Administrative Services for Workers Compensation;

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the first of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated June 18, 2025, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment Renewal shall become effective on May 1, 2026, and shall end April 30, 2027.

**3. AMENDMENT.**

The original Contract is hereby amended as follows:

**10. INSURANCE.**

D. **Technology E&O/Cyber Insurance** with a combined single limit of not less than \$3,000,000 each claim, incident, or occurrence.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$150,483.00)**, plus an additional **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** if the option to transfer all files is utilized, for a total of **ONE HUNDRED SEVENTY THOUSAND FOUR HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$170,483.00)**, plus sales tax, for everything furnished and done under this Contract Amendment 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.

**5. DEBARMENT AND SUSPENSION.**

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

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

**PENSER NORTH AMERICA, INC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Attachment A – Certification Regarding Debarment

Attachment B – 2026-2027 Proposal

26-057a

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

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

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

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

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

**ATTACHMENT B**

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	3/23/2026
<b>Submitting Department</b>	Human Resources-Workers Comp
<b>Contact Name</b>	Allison Adam
<b>Contact Email &amp; Phone</b>	<a href="mailto:aadam@spokanecity.org">aadam@spokanecity.org</a> 509-625-6383
<b>Council Sponsor(s)</b>	<u>Betsy Wilkerson; Paul Dillon</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Penser Contract One (1) year renewal
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In 2025, after the passing of one of our two in-house employees that oversaw and processed Workers' Compensation claims, the City made the decision to contract through a third-party administrator assistance in the handling of Workers Compensation claims as it cannot be handled adequately by one person</p> <p>State of WA Labor &amp; Industries requires all persons adjudicating workers' comp claims be certified by Labor and Industries and that is not a skill set that is easily acquired through recruitment.</p> <p>Penser has successfully supported our sole Workers Compensation employee in the processing and adjudication of work-related injury and illness claims which has allowed us to remain self-insured. They have continued to expand the support provided and proven to be a valuable partner.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$151,000</u></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>City of Spokane is listed as an additional insured on the COI pursuant to Section E of the endorsement.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes, this is funded by interfund admin fees and the removal of 1.0 FTE</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<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?

Workers Compensation is available to all employees that develop work related injuries or illnesses.

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

We continue to evaluate the services provided. Penser has been timely in claims processing, expanded the services provided and has recommended solutions that have a positive impact on our ability to provide timely payment of medical claims and compensation to injured employees within the guidelines as established by WA State Department of Labor and Industries.

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?

Supports our safety and workers compensation programs.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2026

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> Arthur J. Gallagher Risk Management Services, LLC 10900 NE 8th St. Ste 750 Bellevue WA 98004	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 425-454-3386		<b>FAX (A/C, No):</b> 425-451-3716
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
License#: 13 PENSNOB-01	<b>INSURER A:</b> Western World Insurance Company		13196
<b>INSURED</b> Penser North America, Inc. 700 Sleater Kinney Rd. SE Ste B170 Lacey WA 98503	<b>INSURER B:</b> Employers Preferred Insurance Company		10346
	<b>INSURER C:</b> Ohio Security Insurance Company		24082
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 741899911

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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NPP6180683	2/9/2026	2/9/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XGL8022019	2/9/2026	2/9/2027	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS67233090	12/27/2025	12/27/2026	PER STATUTE	GA/NV/NY/AK
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Workers Compensation and Employers Liability			EIG603757000	7/1/2025	7/1/2026	Per Statute Employer Liability	CA/CT/FL/GA/TN/AK 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
 Attn: Cory Kittrell  
 808 W Spokane Falls Blvd  
 Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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< **Business Lookup**

**License Information:**

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

**Entity name:** PENSER NORTH AMERICA, INC.

**Business name:** PENSER NORTH AMERICA, INC.

**Entity type:** Profit Corporation

**UBI #:** 602-250-907

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 1802 TERMINAL DR  
RICHLAND WA 99354-4923

**Mailing address:** 700 SLEATER KINNEY RD SE  
STE B 170  
LACEY WA 98503



**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
Richland Service Business	F05			Active	Nov-30-2026	Oct-26-2011
Spokane General Business - Non-Resident				Active	Nov-30-2026	Mar-31-2025

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

Owners and officers	Title
STEPHENS, PETE	

## Registered Trade Names

Registered trade names	Status	First issued
PENSER NORTHAMERICA, INC.	Active	Apr-16-2009

[View Additional Locations](#)



The Business Lookup information is updated nightly. Search date and time:  
3/18/2026 4:32:55 PM

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Idaho  
Wyoming

## 2026/2027 Contract Extension Proposed Pricing

**\$150,483 – Annual Ongoing Claim Administration Fee**

- **Billed on a monthly basis at \$12,540.25 per month**

**Ongoing Administration Services include:**

- **Claim management services: self-insured claims (proposal of services can be provided)**
- **Client services**
- **Quarterly and annual report filing assistance**
- **E-mail access**
- **Monthly loss reports**
- **Annual report**

**Signature:** 

**Name & Title:** Dan Greco, VP Client Services

**Date:** 3/20/2026

**PO BOX 4047, WEST RICHLAND, WA 99353**

[www.penserna.com](http://www.penserna.com)

[Info@penserna.com](mailto:Info@penserna.com)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026

		<b>Date Rec'd</b>	3/9/2026
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	
<b>Contact Name/Phone</b>	RICK GIDDINGS 5096257706	<b>Requisition #</b>	RE 20924
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	BWILKERSON PDILLON		
<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 - PURCHASE OF JOHN DEERE 544P LOADER FOR THE STREET		

**Agenda Wording**

Fleet Services would like to purchase (1) John Deere 544P Loader Equipped with Snow Blade and Wing for the Street Department.

**Summary (Background)**

The Street Department is planning to replace an older loader with a new unit to be equipped with a versatile snow blade and wing combination in addition to the standard bucket. This combination allows for faster and more complete snow removal, especially in residential areas. The loader will be purchased from Pape Equipment of Spokane using a Sourcewell Contract. Total purchase price is \$332,514 including sales tax.

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

NA

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

NA

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

Lifecycle cost data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 332,514
Current Year Cost	\$ 332,514
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
Bids were requested from 2 Sourcewell Contracted Suppliers. The John Deere was the less expensive of the two and provided all requested functionality. Vehicle will be purchased following all City Competitive Purchasing rules.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 332,514
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 5110-71700-94440-56404-55024	
#	
#	
#	
#	
#	
#	
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b> One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	RUSSELL, ADAM T.
<b>Division Director</b>	BOSTON, MATTHEW
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
rgiddings@spokanecity.org	Tprince@spokanecity.org
fleetservicesaccounting@spokanecity.org	

**Prepared For**

CITY OF SPOKANE FLEET  
915 N NELSON ST  
SPOKANE, WA 992023769  
(509) 625-6403  
TPRINCE@SPOKANECITY.ORG

**Prepared By**

Peter Van Voorhis  
Pape Machinery, Inc.  
6210 W Rowand Road  
SPOKANE, WA 99224  
509-939-4697  
pvanvoorhis@papemachinery.com

**Quote Id** 1621576

**Creation Date** 12-Feb-2026

**Expiration Date** 01-Jul-2026

**Prepared For**

CITY OF SPOKANE FLEET  
 915 N NELSON ST  
 SPOKANE, WA 992023769  
 (509) 625-6403  
 TPRINCE@SPOKANECITY.ORG

**Prepared By**

Peter Van Voorhis  
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 SPOKANE, WA 99224  
 509-939-4697  
 pvanvoorhis@papemachinery.com

**Quote Id** 1621576

**Creation Date** 12-Feb-2026

**Expiration Date** 01-Jul-2026

**Customer Notes**

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at [www.pape.com/terms](http://www.pape.com/terms), and will also be sent by mail or e-mail to the purchaser upon request.

## Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
544 P-Tier Wheel Loader	\$418,329.00	\$304,500.00	1	\$304,500.00
<b>Equipment Total</b>				<b>\$304,500.00</b>
<b>Quote Summary</b>				
Total Selling Price				\$304,500.00
Sales - (8.9%)				\$26,388.50
<b>Sub-total</b>				<b>\$330,888.50</b>
<b>Balance Due</b>				<b>\$330,888.50</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

## Selling Equipment

Quote # 1621576  
 Customer CITY OF SPOKANE FLEET

### 544 P-Tier Wheel Loader

QTY In Group : 1

#### Equipment Notes

Suggested List

Hours	---	\$418,329.00
Serial Number	---	Selling Price
Stock Number	---	\$304,500.00
PUK Parent Serial #		

### Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
6032DW	544 P-Tier Wheel Loader	1	\$305,046.00	\$305,046.00

### Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
0202	United States	1	\$0.00	\$0.00
0259	English English language for operator's manual and electronic content	1	\$0.00	\$0.00
0351	Translated Text Labels Vehicle labels translated to selected language	1	\$0.00	\$0.00
0400	Standard Loader	1	\$0.00	\$0.00
0451	Standard Z-BAR	1	\$0.00	\$0.00
0613	Level 3 Trim Includes: - Flat Black Exhaust - 145 Amp Alternator - 15 Amp Converter - LED Work and Drive Lights - Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension - Ride Control	1	\$7,936.00	\$7,936.00
0654	Level 1 Performance This Package is recommended for machines that will be used on hard packed and well maintained surfaces.  Package includes: - Locking Front Differential - Standard Rear Differential - Manual Diff Lock - Less Throttle Lock - Less Wheel Spin Control - 5-Speed Powershift Transmission	1	\$0.00	\$0.00

0953	Advanced Vision System	1	\$3,233.00	\$3,233.00
	Requires 10.1 IN (257mm) Secondary Display - G5			
	Two digital cameras are installed on the rearview mirror platforms to widen the field of view making the area beside the rear tires visible from the operator seat. These views, along with that of the rearview camera are integrated into a dedicated single display within the cab.			
	* For night time operation it is highly recommended to equip the machine with the LED lighting package (See Trim Packages)			
1102	Advanced Object Detection	1	\$2,530.00	\$2,530.00
	Includes an object detection system (radar) that provides audible alerts when objects are detected at the rear of the machine. Also includes dynamic reversal projected path lines.			
	Requires 10.1 IN (257mm) Secondary Display - G5			
1210	Premium Package Radio	1	\$406.00	\$406.00
1302	Left and Right Side Steps	1	\$995.00	\$995.00
	Not for use with Less Fenders and Rear Platforms option			
183N	JDLINK™	1	\$0.00	\$0.00
	Includes integrated cab wiring harness, antenna, and JDLINK™ Modem (MTG).			
	JDLINK™ connectivity is enabled separately through the JDLINK™ website. Connectivity service is subject to country availability.			
1862	Level 2 Fleet Health	1	\$0.00	\$0.00
	Includes: Auto Active Warm Up, Auto Daily Fluid Checks, Fluid Loss Monitoring, Battery Health Monitoring, Mobile Alerts			
	Coming Soon: Remote Start & System Checks, Remote Systems Warm Up, Fleet Level Checks			
2201	Less Payload Scale w/ Cycle Counter	1	\$126.00	\$126.00
	Models will be shipped payload scale ready. A payload scale whole good field kit may be added at a later time. Adding a payload scale requires installing hardware (harnesses, sensors) and software kit to enable full machine functionality.			
2261	8 IN (203mm) Touchscreen Display	1	\$0.00	\$0.00
2301	10.1 IN (257mm) Secondary Display - G5	1	\$3,902.00	\$3,902.00
4065	John Deere 4.5L - FT4/SV	1	\$0.00	\$0.00
	John Deere Powertech PSS 4.5L Meets FT4/EU Stage V Emissions			
6525	Detection System Ready Hitch w/ Pin & Rear Counterweight	1	\$1,124.00	\$1,124.00
7026	Joystick Controls	1	\$0.00	\$0.00
	Provides a single lever (joystick) control for the boom and the bucket. Optional 3rd and 4th functions are controlled with proportional thumb rollers integrated in the joystick handle (if equipped for applicable models).			
7055	Four Function Hydraulics	1	\$4,576.00	\$4,576.00
	Controls boom, bucket, and adds two auxiliary functions (w/ boom lines).			

5117	Michelin XSNOPLUS - 20.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	1	\$21,580.00	\$21,580.00
5554	Full Coverage Front & Rear Fenders w/ Mudflaps  Includes: - Full width front fenders - Full width rear fenders - Mudflaps	1	\$3,034.00	\$3,034.00
7403	Hydraulic Coupler - JRB 416 Pattern	1	\$8,407.00	\$8,407.00
7822	3.00 YD (2.30 CM) Enhanced Performance  Bucket includes curved side cutters, integrated center section spill guard, and weld on skid shoes.	1	\$10,699.00	\$10,699.00
7458	Bolt-On Cutting Edge	1	\$1,052.00	\$1,052.00
7500	Less Fork Frame	1	\$0.00	\$0.00
7700	Less Tines	1	\$0.00	\$0.00
8295	Heated And Powered Exterior Mirrors	1	\$770.00	\$770.00
8500	Cold Weather Package  This Package is recommended for machines that will spend extended periods of time working in colder environments  Package includes: - Block Heater - Hydrau XR Hydraulic Oil (provides all-season capability in ambient temperatures ranging from -40C to 40C (-40F to 104F))  * Selection of this package will also require the machine to be equipped with Heated and Powered Exterior Mirrors	1	\$534.00	\$534.00
8501	Debris Package  This Package is recommended for machines working in dusty or high debris applications.  Package includes: - Automatic Reversing Hydraulic Fan - Cab Fresh Air Precleaner - Engine Air Intake System with Centrifugal Precleaner	1	\$3,529.00	\$3,529.00
8502	Maintenance and Service Package  Package includes: - Engine Compartment Light - Environmental Drain	1	\$639.00	\$639.00
8508	Auxiliary Equipment Package  Package includes: - Beacon Lights (Amber, installed on the top corners of the cab) - Seat Belt Indicator Beacon Light (Green) - Fire Extinguisher - Slow Moving Vehicle Emblem - License Plate Bracket	1	\$1,211.00	\$1,211.00
<b>Total Base / Options</b>			<b>\$381,329.00</b>	<b>\$381,329.00</b>

### Dealer Attachments

Code	Description	Qty	List Price	Adjusted Selling Price
BYT14224	5th or 6th Function Hydraulics Kit	2	\$13,200.00	\$13,200.00
	Includes hydraulic valve section and tie rods which allow for 5th and/or 6th auxiliary functions. A separate kit would need to be ordered to add both 5th and 6th functions to an existing 4-function valve. Does not include in-cab control function. Unit must be equipped with 4-function joystick control lever to operate 5th and 6th functions. If unit is equipped with 3-funtion joystick controller then a new 4-function joystick control lever will be required. 5th and 6th functions are not compatible with single axis controls.			
	Kit does not include hoses and will require dealer to manufacture hoses per installation instructions.			
	REL 12 - 12 Foot Reversible Plow	1	\$0.00	\$0.00
	Hydraulic Diverter Kit	1	\$0.00	\$0.00
	10-10 Foot Wing Combo	1	\$0.00	\$0.00
<b>Total Dealer Attachments</b>			<b>\$13,200.00</b>	<b>\$13,200.00</b>

### Other Charges

Description	List Price
FREIGHT	\$8,000.00
Pre-Delivery/Set-Up	\$1,800.00
install 5th and 6th valve at epiroc	\$4,000.00
install henke	\$5,000.00
Henke Freight	\$5,000.00
<b>Total Adjustments</b>	<b>\$23,800.00</b>

### Customer Discounts

Description	Discount Amount
Customer Discount	(\$113,829.00)
<b>Total Discounts</b>	<b>(\$113,829.00)</b>
<b>Selling Price Subtotal</b>	<b>\$304,500.00</b>
<b>Total Selling Price</b>	<b>\$418,329.00</b>
	<b>\$304,500.00</b>



**JOHN DEERE**  
FINANCIAL

# WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

For generations, we've stood by our customers with reliable financing and long-term commitment. With John Deere Financial, your financing works as hard and reliably as your equipment, because we believe in building lasting relationships that grow with you.

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- Customized solutions — help choosing the best financial mix to support your needs.
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- Here for you in good times and in bad - we'll find solutions to keep you in your equipment and on track for future success.
- As a finance company owned and operated by John Deere, we are focused on products built by John Deere.

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- Financing solutions for real life.



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Snow & Ice Team



Account: City of Spokane, WA- Fleet Services

Quote Number: Q-50170-1

Quote Date: 2/17/2026

Quote Expiration: 3/14/2026

Prepared By: Patrick Silvey

Credit Terms: Net 30

Prepared For: Peter Van Voorhis  
Pape Machinery - Spokane, WA

Freight Terms: EX3 - CPU  
EX Works (Transfer at Origin on Notification)

Currency:

USD

Notes:

**REL12 - 12 Foot Reversible Plow**

Lead Time: 150-180 Days

Hyd Funct. 1

**Moldboard**

1 6131009 Henke REL-12: Reversible Plow - Designed to accept machine down pressure from loaders and graders - 41" high, heavy-duty, box reinforced, 1/4" thick, rolled plate moldboard with 3/4" x 6" x 4" bottom angle

**Push Frame**

1 6132001 Multiple reinforced, 1/2" thick, high-tensile steel push-frame

1 6134003 (DEST) heavy-duty dual enclosed spring trips with trip lock-out (to enable light-duty dozing)

**Standard Items**

1 6145125 SWIVEL FLOAT PLT V2

1 6341020 Henke Hi-Gate install on above REL moldboard  
Designed to interrupt the material windrow for clearing driveways, intersections of snow in winter and reclaiming aggregate during summer operations  
Approx. 55" long and 50" tall  
Fast, responsive hydraulic action  
Floating road contact strip w/ continuous spring down-pressure



Snow & Ice Team



Designed to run parallel to road shoulder when moldboard angled to 35°  
Structural reinforcements throughout to prevent bending  
US Patents 6,347,465 and 7,100,314

**Hitch**

1 6133080 Mechanical float that allows for mechanical means of float between the machine loader arms and the plow

**Hydraulics**

1 6136001 Hydraulic power reverse with (2) 4 1/2" x 2 1/2" D.A. cylinders

**Running Gear**

1 6082400 8" steel wheels

**Cutting Edge**

1 6211107 3/4" x 6" SAE 1084 high carbon steel cutting edge

**Paint**

150 7182016 Paint: John Deere Industrial Yellow

**REL12 - 12 Foot Reversible Plow - Add for Options**

**Features and Add Ons**

1 6186216 Hydraulic diverter kit that converts one auxiliary function into two\* \*\*  
\*\*\*

\*Dealer / end user responsible to wire the diverter kit to a factory switch in the cab of the machine

\*\*Dealer / end user responsible for the wiring from the factory switch to the provided diverter that must be remote mounted on either the machine or the attachment

\*\*\*Diverter will be fully functional if the install option is included in the base price or added from the options

**10 - 10 Foot Wing Combo**

Lead Time: 150-180 Days

Hyd Funct. 2

**Combo Front Post**



Snow & Ice Team



1 6249457 True Float Postless Wing  
 Combo mount with 14.50" of float  
 All hydraulic operation - no cables  
 23" by 15" heavy duty parallel arm structure with 3" x 10" x 2" double acting lift cylinder  
 Post can be removed from the combo coupler via a bolt-up adapter

**Moldboard**

1 6249372 Moldboard set up for front lift  
 10' long  
 Leading end height 29" and discharge end height 36"  
 Smooth rolled 3/16" hi-tensile 50,000psi steel plate  
 (1) one position pivot bushing on leading end and (8) eight position push-beam adjustment on back-side of discharge end

**Wing Hinge**

1 6249502 Non-trip wing moldboard / post hinge assembly that includes a pull pin so the wing moldboard can be removed from the wing post

**Combo Backplate**

1 6297681 Machine side combo swivel back-plate with: JRB 416 style hooks  
 This combo swivel back-plate will allow both the plow and wing to be removed simultaneously

**Combo Rear**

1 6297711 Combo Rear: For JD 624J/K, Mounted Under Chassis

**Push Beam**

1 6249152 Single, non-hydraulic, spring-cushioned push-beam with manual adjustment for swath control

**Cutting Edge**

1 6211400 1/2" x 6" SAE 1084 high carbon steel cutting edge

**Features and Add Ons**

1 6189002 Henke remote mount lock valve that prevents post drift

**Paint**

200 7182111 Paint: Alamo Grey

**10 - 10 Foot Wing Combo - Add for Options**



Snow & Ice Team



**Installation**

- 1 INSTALL9983- LOADER-COMBO Install Snow Wing For Loader w/ OEM Hydraulics

Grader Model	Option-1	Option-2	Other (specify)
Moldboard Thickness	7/8"	1.0"	
Moldboard Length	12-ft	14-ft	
Cutting Edge Height	6"	8"	
Cutting Edge Bolts	5/8"	3/4"	
End Bit Bolts	5/8"	3/4"	
Mounting Location	Left	Right	
Auxiliary Valve	Front	Rear	

The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement. The Alamo Group Snow & Ice Team is authorized to supply the equipment and services as specified to:

Note: All purchase orders must include The Alamo Group Snow & Ice Team quote number Q-50170

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

Signature: \_\_\_\_\_

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

Requested Delivery Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_



Snow & Ice Team



### Terms & Conditions

- All lead times are subject to change without notice.
- Pricing does not include any government-imposed import/export tariffs, duties, or fees. If any such charges are implemented or adjusted after the acceptance of an order, we reserve the right to adjust pricing accordingly. Customers should be aware that additional tariffs may apply and will be the responsibility of the purchaser. Any modifications will be communicated as they become known.
- All quotes are Ex-Works unless stated otherwise. Ex-Works transfers title, ownership, and liability to the buyer upon notification of "ready to ship". Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of the company. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of the company. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be non-cancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate the company for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final, and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- We reserve the right to change manufacturing specifications and procedures without notice, in accordance with its product improvement policy.
- Our standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted.
- This quote provides for no hydraulic components & controls other than those mentioned. Dealers must assume that items not in this quote will not be provided.



< **Business Lookup**

## License Information:

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

**Entity name:** PAPE' MACHINERY, INC.

**Business name:** PAPE MACHINERY INC

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

**UBI #:** 602-189-602

**Business ID:** 001

**Location ID:** 0016

**Location:** Active

**Location address:** 6210 W ROWAND RD  
SPOKANE WA 99224-5321

**Mailing address:** PO BOX 407  
EUGENE OR 97440-0407

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

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

# Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Colville General Business - Non-Resident</a>	026960.0			Active	Mar-31-2027	Jun-19-2018
<a href="#">Minor Work Permit</a>				Active	Mar-31-2027	May-10-2023
<a href="#">Miscellaneous Vehicle Dealer Subagency</a>	06989		<a href="#">View Plates</a>	Active	Mar-31-2027	Sep-06-2017
<a href="#">Pacific General Business - Non-Resident</a>	103475			Active	Mar-31-2027	Oct-27-2021
<a href="#">Spokane General Business - Non-Resident</a>				Active	Mar-31-2027	Jun-27-2017

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

Owners and officers	Title
JORGENSEN, LANCE	
PAPE, RANDALL	
PAPE, RYAN	
SMYTHE, SETH	
SPEARS, RODGER T	



# Registered Trade Names

Registered trade names	Status	First issued
PAPE MACHINERY INC	Active	Jun-27-2017
PAPE' MACHINERY	Active	Apr-15-2002
PAPE'RENTS	Active	Mar-31-2005

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/9/2026 3:01:16 PM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026

		<b>Date Rec'd</b>	3/9/2026
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	
<b>Contact Name/Phone</b>	RICK GIDDINGS 5096257706	<b>Requisition #</b>	RE 20923
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	BWILKERSON PDILLON		
<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 - PURCHASE OF TYMCO 500X SWEEPER FOR THE STREET DEPARTMENT		

**Agenda Wording**

Fleet Services would like to purchase (1) Tymco 500X Sweeper for the Street Department.

**Summary (Background)**

The Street Department is planning to replace a street sweeper that has exceeded its economic lifecycle with a 2026 Tymco 500X on an International Chassis. Vehicle will be purchased from Pac West - Tymco using a Sourcwell Contract. Total price including sales tax is \$444,234.02.

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

NA

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

NA

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

Lifecycle cost data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 444,234.02		
Current Year Cost	\$ 444,234.02		
Subsequent Year(s) Cost	\$ 0		
<b>Narrative</b>			
Vehicle will be purchased using a Sourcewell contract following all City competitive purchasing rules.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense	\$ 444,234.02	# 5110-71700-94440-56404-55035	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<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>	RUSSELL, ADAM T.	<b>PURCHASING</b>	PRINCE, THEA
<b>Division Director</b>	BOSTON, MATTHEW		
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
rgiddings@spokanecity.org		Tprince@spokanecity.org	
fleetservicesaccounting@spokanecity.org			

**Sourcewell Quote Form v2.0A - Sourcewell Contract #111522-TYM**  
**Feb. 2, 2023 - Feb. 3, 2027**



Customer / Sourcewell Member:	City of Spokane, WA
Sourcewell Member #:	33592
Quote Date:	2/17/2026
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
TYMCO Dealer:	Pacwest Machinery
TYMCO Dealer Contact:	James Knott

**Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan  
(kaye.morgan@tymco.com | 254-799-5546).**

**Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days**

**\*\*PRICING NOTE\*\***

**Sweeper and chassis are quoted using current pricing. Due to the current market situation, all cost increases for major components, and government mandated requirements, tariff surcharges, tariffs, and raw material surcharges may be added should they apply.**

## MODEL 500x® SWEEPER STANDARD EQUIPMENT

**Auxiliary Engine:** John Deere diesel turbocharged 4045T Final Tier 4; 4 cyl.; 4.5 L (275 CID); 115 HP @ 2200 RPM; Torque 373 ft. lb. @ 1500 RPM; Donaldson PowerCore® air filter with restriction indicator in cab; fuel/water separator, fuel filter; intake heater; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years / 2000 Hours and Extended Warranty coverage up to 5 Years / 5000 Hours, contact factory for details.

**Amber Beacon Light – LED:** Center mounted between truck cab and sweeper unit; SAE Class 1/California Title 13 compliant with protective limb guard.

**Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge:** A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

**Auxiliary Engine Protection System:** Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

**Auxiliary Fuse Panel:** A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

**Auxiliary Hydraulic System:** Electrically operates hydraulic system (except hopper lift) without auxiliary engine running.

**Back-Up Alarm:** ECCO Model 510; SAE Type C 97dB

**BlueLogic® Control System:** Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touch-screen display and the multiplexed switch pack on the control console. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; dump cycle counter, sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide, and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

**Bolt-On Suction Transition**

**Broom Assist Pick-Up Head with Duo Skids:** Duo skids warranted for 2 years / 2000 hours.

**Dust Control System:** 250 gallon capacity polyethylene water tanks; 5 GPM electric diaphragm type pump; low water audible alarm and message on BlueLogic display; spray nozzles around pick-up head, gutter broom(s) and inside hopper.

\*Peterbilt chassis requires Extra Water Capacity (Refer to Dust Control Section)

**Dust Separator Cleanout Tool:** Foldable for storage.

**Gutter Brooms, Twin; LED Floodlights, Parabolic Mirrors, Tilt Adjusters and Variable Speed:** Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight each gutter broom; 10.5" parabolic mirrors on front fender extension. Variable speed control for each gutter broom is located on center mount console. Each broom shall have a hydraulic actuated tilt capacity of 27 degrees operated from inside cab. Cab mounted controls for both left and right gutter broom speed. (Parabolic Mirrors N/A on Cabover Chassis)

**Hopper/High Capacity Dust Separator:** Fabricated with an industrial, non-magnetic, low carbon, high chromium stainless steel. Hopper has an infinitely variable dump height from 24 inches to 132 inches. A large hydraulically locked hopper door (68 inches wide by 57 inches tall) has two (2) additional mechanical cam locks for air and water tight operation. Discharge chute (72 inches wide and 48 inches long) has a minimum reach of 22 inches eliminates the need of a side shift. Safety props provided for Dump Door/Tilt Cylinders – two (2) total

**Hopper Drain System:** Drains water picked up during sweeper operation.

**Hopper Lift:** Two-stage scissor lift with lift capacity of 10,000 pounds. Scissor mechanism actuated by two (2) double acting hydraulic cylinders with integral counterbalance holding valves. Safety props provided. Left and right stabilizers automatically deploy before hopper begins dump cycle. Non-greaseable design.

**Hydraulic System:** Includes a 34 gallon reservoir; sight level/temperature gauge, triple suction line strainers; replaceable 10 micron spin-on tank filler/vent port filter; a 3 micron absolute in-line return filter with restriction indicator in cab, oil temperature and level monitored by BlueLogic Control System.

**LED Floodlights:** Rear (2); Right Side Hopper Chute (1)

**LED Stop/Turn/Tail/Clearance Lights**

**LED Warning Lights:** Four (4) LED amber lights and two (2) LED stop/turn/tail lights mounted on rear doors of engine compartment.

**Pressure Bleeder:** Air pressure is deflected out allowing additional suction across the front of pick-up head. Cable operated.

**Rear View Camera System:** Heavy duty rear infrared camera with 7" color monitor mounted in cab

**Reverse Pick-Up Head System:** Allows unit to back up without damage to pick-up head

**Rubber Lined Blower:** Driven using a fixed displacement heavy-duty hydraulic motor. Blower housing includes Tilt-N-Seal® design with adjustable spring balance to ensure long life of seal. Warranty - 1 year / 1,000 hours prorated

**Shop Prop:** Scissor lift safety prop designed for use in areas requiring approximately 15' of overhead clearance (on-board safety props require approximately 20' of overhead clearance).

**Storage Compartments:** 5.6 cubic feet with lockable door mounted on left side

**Water Fill Hose & Rack:** Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

**Sweeper Warranty:** 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 500x® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
550000	1	Model 500x® Sweeper with Standard Equipment (Base Price)	\$256,226.00	\$243,414.00
1	<b>AUXILIARY ENGINE   HYDRAULIC OPTIONS:</b>			
2	<b>GUTTER BROOM OPTIONS:</b>			
550081	1	Gutter Broom Drop Down: Right	\$900.00	\$855.00
550081	1	Gutter Broom Drop Down: Left	\$900.00	\$855.00
3	<b>DUST CONTROL SYSTEM OPTIONS:</b>			
550002	1	A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)	\$2,227.00	\$2,115.00
550045	1	High Output Water System	\$853.00	\$810.00
4	<b>HOPPER OPTIONS:</b>			
550036	1	Abrasion Protection Package	\$1,090.00	\$1,035.00
Unpublished	1	Hopper Deluge System	\$737.00	\$700.00
550019	1	Hopper Load Indicators	\$474.00	\$450.00
Unpublished	1	Hopper Screen Vibrator	\$2,106.00	\$2,000.00
550089	1	Hopper Vibrator - Electric	\$2,085.00	\$1,980.00
5	<b>PICK-UP HEAD OPTIONS:</b>			
550087	1	Pick-Up Head Curtain Lifter	\$1,706.00	\$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	\$1,895.00	\$1,800.00
6	<b>AUXILIARY HAND HOSE OPTIONS:</b>			
7	<b>STAINLESS STEEL OPTIONS:</b>			
8	<b>SWEEPER ADDITIONAL OPTIONS:</b>			

Section / Type	Qty	Model 500x® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
<b>9 UNPUBLISHED   SPECIAL SWEEPER OPTIONS:</b>				
Unpublished	1	Camera System - Standard Rear Camera and Three Additional Cameras	\$3,158.00	\$3,000.00
<i>Location: Pick-Up Head View - Full Width</i>				
Unpublished	1	Surcharge - Base Sweeper Unit	\$6,855.00	\$6,510.00
Unpublished	1	Auto Sweep Assist (ASA)	\$2,632.00	\$2,500.00
Section / Type	Qty	Model 500x® Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
<b>10 CAB   CHASSIS:</b>				
550707	1	2025 International MV607, 33,000 lb. GVWR, 250HP Engine, 156" WB, Diesel (1-SPD) *For Use in CARB 2 & EPA States Only	\$123,120.00	\$123,120.00
<b>11 CHASSIS ADDITIONAL OPTIONS:</b>				
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	\$800.00	\$800.00
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00
<b>12 UNPUBLISHED   SPECIAL CHASSIS OPTIONS:</b>				
<b>13 DEALER UNPUBLISHED OPTIONS:</b>				
<b>14 TOTAL COST OF ACQUISITION COSTS</b>				
	1	Freight / PDI / Inservice	\$12,500.00	\$12,500.00
	1	WA Sales/Vehicle Tax (9.4%)	\$38,170.02	\$38,170.02

**Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan  
(kaye.morgan@tymco.com | 254-799-5546).**

**Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days**

<b>Total Price:</b>	<b>\$444,234.02</b>
<b>FOB:</b>	<b>Spokane, WA</b>
<b>Delivery ARO:</b>	<b>270-300 Days - See NOTE Below</b>

**\*Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.**



< Business Lookup

### License Information:

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

**Entity name:** TYMCO, INC.

**Business name:** TYMCO, INC.

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

**UBI #:** 601-771-914

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 225 E INDUSTRIAL BLVD  
WACO TX 76705-9415

**Mailing address:** PO BOX 2368  
WACO TX 76703-2368

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

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

# Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance c
<a href="#">Vehicle Manufacturer</a>	08157		<a href="#">View Plates</a>	Active	Mar-31-2027	Mar-10-2016

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

Owners and officers	Title
YOUNG, GARY B	Vice President
YOUNG, KENNETH J	President

The Business Lookup information is updated nightly. Search date and time: 3/9/2026 3:25:50 PM

### Contact us

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/20/2026

		<b>Date Rec'd</b>	3/12/2026
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Bid #</b>	DES 05116
<b>Contact Name/Phone</b>	PEGGY LUND X6954	<b>Requisition #</b>	CR28474
<b>Contact E-Mail</b>	KLUND@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON PDILLON		
<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>	CARAHSOFT – SALESFORCE LICENSES & ANNUAL SUPPORT		

**Agenda Wording**

Contract with Carahsoft Inc. for Salesforce licenses and support for the City's 311 CRM system using Contract 05116 NASPO Contract #AR2472. Contract term is from 5/1/2026 to 4/30/2027. Contract amount is \$160,841.51 plus tax.

**Summary (Background)**

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City's Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019.

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

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with CARAHSOFT, Inc.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 160,841.51
Current Year Cost	\$ 160,841.51
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 175,478.09	# 5300-73300-18850-54820-99999
Select \$	#
Select \$	#
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>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	MARTINEZ, LAZ
<b>Division Director</b>	
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>PURCHASING</b>	NECHANICKY, JASON
<b>Distribution List</b>	
Kristian Gaddis; Kristian.gaddis@carahsoft.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Purchasing - karcher@spokanecity.org



**City of Spokane**  
**CONTRACT**  
**Title: PURCHASE AND CONTRACT FOR ANNUAL  
SUPPORT OF SALESFORCE CRM LICENSES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CARASOFT TECHNOLOGY CORPORATION** whose address is 11493 Sunset Hills Road, Suite 100, Reston, Virginia 20190 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Purchase and Contract for Annual Support of Salesforce CRM Licenses for the City, in accordance with Company's Quote No. 61879820 dated February 6, 2026, attached as Exhibit B. Company has been selected through Contract 05116 NASPO Contract #AR2472. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall become effective on May 1, 2026 and shall end April 30, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed four (4) additional one-year (1) contract periods.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED SIXTY THOUSAND EIGHT HUNDRED FORTY-ONE AND 51/100 DOLLARS (\$160,841.51)**, plus tax if applicable, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to City of Spokane Information Technology Division, Itadmin@spokanecity.org, Attn: Stephen Williams.. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

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

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

**A. Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

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

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

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

**D. Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least \$5,000,000 per claim and in the aggregate.

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

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and

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

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

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

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

19. DATA BREACH NOTIFICATION..The Vendor shall notify the City **without unreasonable delay, and in no event later than forty-eight (48) hours** after becoming aware of any actual or reasonably suspected security incident or data breach that compromises, or may compromise, the confidentiality, integrity, or availability of City data or systems.

Such notice shall include, to the extent known at the time: the nature of the incident, the data or systems affected, and the corrective actions taken or planned. The Vendor shall cooperate fully with the City in responding to and mitigating the incident.

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

**CARAHSOFT TECHNOLOGY CORPORATION**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Company's Quote 61879820

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

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

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

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

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

## EXHIBIT B



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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> Marsh & McLennan Agency LLC 1751 Pinnacle Drive, Suite 1800 McLean VA 22102	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 800-274-0268		<b>FAX (A/C. No.):</b>
	<b>E-MAIL ADDRESS:</b> macertificates@marshmma.com		
<b>INSURED</b> Carahsoft Technology Corp. FedResults, Inc. 11493 Sunset Hills Road Suite 100 Reston VA 20190	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> The Cincinnati Insurance Company		10677
	<b>INSURER B:</b> Endurance Assurance Corporation		11551
	<b>INSURER C:</b> National Union Fire Ins Co PittsburghPA		19445
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 633748215

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 OTHER:	Y		ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
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	Y		EBA0651059	4/19/2025	4/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Tech Prof & Cyber Liab Crime			NRO30043701401 012177592	4/19/2025 4/19/2025	4/19/2026 4/19/2026	\$10,000,000 \$5,000,000 Limit Limit \$50,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Spokane and its subsidiaries are Additional Insured with regard to General Liability ATIMA.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
 808 W Spokane Falls Blvd  
 Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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## < Business Lookup

### License Information:

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

**Entity name:** CARAHSOFT TECHNOLOGY CORPORATION

**Business name:** CARAHSOFT CORPORATION

**Entity type:** Profit Corporation

**UBI #:** 603-053-226

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 113 TAZEWELL AVE  
CAPE CHARLES VA 23310-3129

**Mailing address:** 11493 SUNSET HILLS RD  
STE 100  
RESTON VA 20190-5230



**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
Spokane General Business - Non-Resident				Active	Oct-31-2026	Jun-26-2018

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

Owners and officers	Title
ABOD, CRAIG	
MOORE, ROBERT	
SMITH, KRISTINA	
SZCZEPANEK, JILLIAN	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:  
11/13/2025 9:20:48 

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# Contractors

## CARASOFT TECHNOLOGY CORPORATI

**Owner or tradesperson** CRAIG ABOD  
Doing business as  
**CARASOFT CORPORATION**

**STE 100 11493 SUNSET HILLS RD**  
**RESTON, VA 20190**

WA UBI No.  
**603 053 226**

Governing persons  
**CRAIG**

**ABOD**  
ELLEN LORD;  
ROBERT MOORE;  
JILLIAN SZCZEPANEK;

## Certifications & Endorsements

### **OMWBE Certifications**

No active certifications exist for this business.

### **Apprentice Training Agent**

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

## Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID  
**666,164-00**

**Account is current.**

Doing business as  
**CARASOFT CORPORATION**

Estimated workers reported  
**Quarter 4 of Year 2025 "31 to 50 Workers"**

Workers' Comp Account Contact  
**T2 / DAVID SOKOL (360) 902-4831 - Email: SOKO235@lni.wa.gov**

## Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

**Required Training– Effective July 1, 2019**  
Needs to complete training.

**Contractor Strikes**  
**No strikes have been issued against this contractor.**

**Can this contractor bid on Public Works projects?**  
**No debarments have been issued against this contractor.**

## Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.





# GOVERNMENT PRICE QUOTATION

## SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.  
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
 www.carahsoft.com | sales@carahsoft.com



**TO:** IT Admin  
 City Of Spokane-Purchasing  
 City Of Spokane  
 808 W Spokane Falls Blvd  
 7th floor - City Hall  
 Spokane, WA 99201 USA

**FROM:** Jason Joseph  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** itadmin@spokanecity.org

**EMAIL:** Jason.Joseph@carahsoft.com

**PHONE:** (509) 625-6400

**PHONE:** (571) 590-7937

**TERMS:** Contract Number: 05116  
 NASPO Master Contract Number: AR2472  
 Contract Term: 07/17/2017 to 09/15/2026  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Sales Tax May Apply

**QUOTE NO:** 61879820  
**QUOTE DATE:** 02/06/2026  
**QUOTE EXPIRES:** 04/25/2026  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$160,841.51  
**WA Tax** \$14,636.58  


---

**TOTAL QUOTE:** \$175,478.09

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
<b>SALESFORCE</b>						
1	200012637-AR2472	Service Cloud - Enterprise Edition Start Date: 05/01/2026 End Date: 04/30/2027		\$1,976.47	COOP 55	\$108,705.85
2	200005833	Customer Community - Enterprise Edition - Logins (Per Month) Start Date: 05/01/2026 End Date: 04/30/2027		\$11.6306	COOP 3,003	\$34,926.69
3	200000008-AR2472	Knowledge Start Date: 05/01/2026 End Date: 04/30/2027		\$847.06	COOP 2	\$1,694.12
4	200000147-AR2472	Heroku - 1 Dyno Unit (Per Month) Start Date: 05/01/2026 End Date: 04/30/2027		\$282.35	COOP 5	\$1,411.75
5	200005838-AR2472	Customer Community Plus - Enterprise Edition - Members Start Date: 05/01/2026 End Date: 04/30/2027		\$169.41	COOP 2	\$338.82
6	200005046-AR2472	Data Storage (10GB) Start Date: 05/01/2026 End Date: 10/31/2026		\$5,647.06	COOP 1	\$5,647.06
<b>SALESFORCE SUBTOTAL:</b>						\$152,724.29
<b>OWN</b>						
7	200002085-491	Salesforce Archive - Data (1 GB) Start Date: 05/01/2026 End Date: 04/30/2027		\$112.94	COOP 20	\$2,258.80
8	200002086-491	Salesforce Archive - Files (1 GB) Start Date: 05/01/2026 End Date: 04/30/2027		\$11.29	COOP 100	\$1,129.00
9	200002087-491	Salesforce Backup & Recover - Data (1 GB) Start Date: 05/01/2026 End Date: 04/30/2027		\$112.94	COOP 22	\$2,484.68
10	200002088-491	Salesforce Backup & Recover - Files (1 GB) Start Date: 05/01/2026 End Date: 04/30/2027		\$11.29	COOP 129	\$1,456.41



**GOVERNMENT PRICE QUOTATION**  
**SALESFORCE.COM GOVERNMENT at CARAHSOFT**

CARAHSOFT TECHNOLOGY CORP.  
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
 www.carahsoft.com | sales@carahsoft.com



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
11	200004812-491	Premier Support - Backup & Recover, Archive Console, Discover 20% of Net Price - Annual. The published \$0.01 price is not the Customer's final price. The purchase price of the software maintenance is based on a Commercial List Price that is 20.0% of the Start Date: 05/01/2026 End Date: 04/30/2027		\$788.33	COOP 1	\$788.33
<b>OWN SUBTOTAL:</b>						\$8,117.22
<b>SUBTOTAL:</b>						\$160,841.51
<b>TOTAL PRICE:</b>						\$160,841.51
<b>WA Tax</b>						\$14,636.58
<b>TOTAL QUOTE:</b>						\$175,478.09



# GOVERNMENT PRICE QUOTATION

## SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.  
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com



**\*\*ATTENTION: PO MUST INCLUDE ALL ITEMS LISTED BELOW FOR PROCESSING\*\***

- Net 30 Terms
- ESD (electronic delivery)
- Quote # 61879820
- Contract Vehicle # NASPO Cloud Solutions- WA : 05116

Usage Details: (5/1/26-4/30/27)

Salesforce Archive Data (GB) | QTY: 20 | Overage Rate: \$9.4118  
Data Services Credits (GB) | QTY: 100 | Overage rate: \$.9412

---Quote Special Terms---

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first renewal term will not exceed 9% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

Notwithstanding anything to the contrary, subscriptions purchased pursuant to this Order Form shall not automatically renew, and therefore shall terminate on the applicable Order End Date above unless Customer enters into a new Order Form with Salesforce, on or before that Order End Date, for the relevant product(s).

---Product Special Terms---

Heroku - 1 Dyno

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above.

NOTICE - Usage Billing

Usage fees are billable in accordance with the Usage Details Table for each Usage Type.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

The products and services listed herein are offered as a bundled solution. Customer must order all items as quoted; partial acceptance or selective ordering is not authorized.

For renewals: Any requested changes to this quote must be communicated 30 days before renewal start date to ensure timely processing and avoid delays in your renewal. Requests after this deadline may not be accommodated

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <http://www.carah.io/SalesforceTOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the SFDC Terms of Use, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: [https://help.salesforce.com/articleView?id=000270080&language=en\\_US&type=1](https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/20/2026

<b>Date Rec'd</b>		3/11/2026
<b>Clerk's File #</b>		OPR 2023-0470
<b>Cross Ref #</b>		
<b>Project #</b>		
<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Bid #</b>
<b>Contact Name/Phone</b>	PEGGY LUND X6954	<b>Requisition #</b> CR28471
<b>Contact E-Mail</b>	KLUND@SPOKANECITY.ORG	
<b>Agenda Item Type</b>	Contract Item	
<b>Council Sponsor(s)</b>	BWILKERSON PDILLON	
<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>	JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE	

**Agenda Wording**

Contract renewal with Journal Technologies for eSeries Annual Software Maintenance & Support from March 8, 2026 - March 7, 2027. Contract cost is \$164,696.40 plus applicable tax.

**Summary (Background)**

This contract is necessary to obtain software upgrades for all eSeries and to receive JTI's Help Desk support. JTI is the only authorized vendor to provide maintenance services on the eSeries software system. This year's cost is \$164,696.40 plus applicable tax.

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

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

Not applicable – annual software maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Journal Technologies, INC.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? NO	
Total Cost	\$ \$164,696.40
Current Year Cost	\$ \$164,696.40
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 179,683.77	# 5300-73300-18850-54820-99999
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>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	MARTINEZ, LAZ
<b>Division Director</b>	
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>PURCHASING</b>	NECHANICKY, JASON
<b>Distribution List</b>	
1st - Danny Hemnani; dhemnani@journaltech.com	2nd - Brian Cardile; bcardile@journaltech.com
Accounting - ywang@spokanecity.org	Contract Accounting - ddaniels@spokanecity.org
Legal - mharrington@spokanecity.org	Purchasing - cwahl@spokanecity.org
IT - itadmin@spokanecity.org	Tax & Licenses



**City of Spokane**  
**CONTRACT RENEWAL**  
**3 of 4**  
**Title: eSERIES CASE MANAGEMENT SYSTEM**  
**LICENSING, SUPPORT AND MAINTENANCE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JOURNAL TECHNOLOGIES, INC.**, whose address is 843 South 100 West, Logan, Utah 84321, 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 eSERIES Case Management System Licensing, Support and Maintenance; and,

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the third of those renewals.

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 15, 2023 and May 26, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on March 8, 2026 and shall run through March 7, 2027.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED NINETY-SIX AND 40/100 (\$164,696.40)**, plus tax, in accordance with Quote dated March 5, 2026, 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 Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**JOURNAL TECHNOLOGIES, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Certificate of Debarment  
Quote dated March 5, 2026

**ATTACHMENT  
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)



March 5, 2026

Peggy Lund  
Supervisor Information Systems Analyst  
City of Spokane Municipal Court

*Delivered via email to klund@spokanecity.org*

**RE: Price Quote for Annual eCourt®, eProsecutor®, eDefender®, & eProbation® License, Maintenance, & Support**

Dear Peggy Lund,

Journal Technologies would like to take this opportunity to present you with a price quote for eCourt®, eProsecutor®, eDefender®, & eProbation® License, Maintenance and Support Fees for March 8, 2026, through March 7, 2027.

**For eCourt:**

License Maint. and Support Fee	Users	Rate	CPI	Total \$
Tier 1	65	1,040.99	1.03	69,694.28
		Tax @ 9.10%		6,342.18
				<b>76,036.46</b>

**For eProsecutor, eDefender, and eProbation:**

License Maint. and Support Fee	Users	Rate	CPI	Total \$
Tier 1	50	1,113.95	1.03	57,368.43
Tier 2	41	891.16	1.03	37,633.69
				95,002.11
		Tax @ 9.10%		8,645.19
				<b>103,647.30</b>

Thank you and we appreciate your continued partnership with JTI.

Sincerely,

Angelino Lim,  
Associate Contracts Manager  
Journal Technologies, Inc.



< Business Lookup

License Information:

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

**Entity name:** JOURNAL TECHNOLOGIES, INC.

**Business name:** JOURNAL TECHNOLOGIES, INC.

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

**UBI #:** 602-789-541

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 915 E 1ST ST  
LOS ANGELES CA 90012-4050

**Mailing address:** 915 E 1ST ST  
LOS ANGELES CA 90012-4050

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Federal Way General Business - Non-Resident</a>	16-101615-00-BL			Active	Dec-31-2026	Apr-04-2016



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>	T11052911BUS			Active	Dec-31-2026	Oct-15-2012

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

Owners and officers	Title
JOURNAL TECHNOLOGIES, INC.	
NAKAMURA, ERIK	

## Registered Trade Names

Registered trade names	Status	First issued
JOURNAL TECHNOLOGIES, INC.	Active	Nov-23-2021

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/5/2026 10:00:30 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2025

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> IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.imacorp.com                      0H64724	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (626) 799-7000 <b>FAX (A/C, No):</b> (626) 583-2117 <b>E-MAIL ADDRESS:</b>														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E: Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER F: Canopus US Insurance, Inc.</td> <td>12961</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D:		INSURER E: Lloyd's of London	15792	INSURER F: Canopus US Insurance, Inc.
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INSURER C: Hartford Casualty Insurance Company	29424														
INSURER D:															
INSURER E: Lloyd's of London	15792														
INSURER F: Canopus US Insurance, Inc.	12961														
<b>INSURED</b> Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

**COVERAGES**

CERTIFICATE NUMBER: 88667902

REVISION NUMBER:

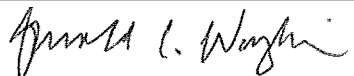
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Deductible \$0  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72UUNBL0D68	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  NO OWNED AUTOS			72UENCM4716	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$0			72XHUBL0DT5	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	72WEBL0D60	1/1/2026	1/1/2027	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber - Primary			ESO0140628997	1/1/2026	1/1/2027	Limit: \$5M Per Claim / \$5M Aggregate Deductible \$50,000 Limit: \$5M Per Claim / \$5M Aggregate Limit \$150,000
E	Tech E&O/Cyber - Primary			ESO0140628997	1/1/2026	1/1/2027	
F	Tech E&O/Cyber - Excess			CYT2025027301	1/1/2026	1/1/2027	
A	Crime - Employee Theft			72UUNBL0D68	1/1/2026	1/1/2027	

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

GL Additional Insured applies per HG00010916 attached, only if required by written contract/agreement.  
 Additional Insured(s): City of Spokane.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd, 7th Floor, Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Ron Wanglin

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ACORD 25 (2016/03)

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/20/2026

		<b>Date Rec'd</b>	3/12/2026
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	OPR 2023-0650
		<b>Project #</b>	
<b>Submitting Dept</b>	INFORMATION TECHNOLOGY	<b>Bid #</b>	
<b>Contact Name/Phone</b>	DAN WORDELL X6456	<b>Requisition #</b>	CR28475
<b>Contact E-Mail</b>	DWORDELL@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON PDILLON		
<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>	LOGRHYTHM ANNUAL MAINTENANCE		

**Agenda Wording**

5-year Contract with NDM Technologies for LogRhythm annual maintenance. Contract term is from 6/1/2026 to 5/31/2031. Annual Contract amount is \$30,594.75/yr plus tax, total contract cost \$152,973.73.

**Summary (Background)**

5 Year Renewal of LogRhythm Standard Maintenance and Support Services, the 5 year contract will lock in the quote that is a 3.99% increase over last years price, avoiding potentially larger increases doing annual renewals.

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

NA – Software maintenance

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

NA – Software maintenance

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

NA – Software maintenance

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

NA – Software maintenance

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 166,894.34		
Current Year Cost	\$ 166,894.34		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
The full contract amount will be due upon execution. The amounts pertaining to future years will be expensed manually each year.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense \$ 16,689.43	# 5300-73150-18850-54820-99999		
Expense \$ 150,204.91	# 5300-99999-99999-14370-99999		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> N/A			
<b>Funding Source Type</b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b> N/A			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>			
<b>Additional Approvals</b>			
<b>Dept Head</b>	MARTINEZ, LAZ	<b>PURCHASING</b>	NECHANICKY, JASON
<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>			
Robert Blomgren; rblomgren@ndm.net		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses		Purchasing - karcher@spokanecity.org	



**CITY OF SPOKANE**  
**CONTRACT**  
**Title: LOGRHYTHM ANNUAL  
MAINTENANCE AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **NDM TECHNOLOGIES**, whose address is 802 North Fancher Road, Spokane Valley, Washington 99212, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS the Company was selected from a Request for Quotes by the City.

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide LogRhythm Annual Maintenance and Support, in accordance with Company Quote Number 029004, attached as Attachment B and made part of this agreement. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin June 1, 2026 and shall run through May 31, 2031, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED SEVENTY-THREE AND 73/100 DOLLARS (\$152,973.73)**, and applicable taxes, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to City of Spokane Information Technology Division, Itadmin@spokanecity.org, Attn: Stephen Williams. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

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

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

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

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

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

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

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

11. **INDEMNIFICATION.** The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers

and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW

Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

**NDM TECHNOLOGIES**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:

- Attachment A – Certificate Regarding Debarment
- Attachment B – Company Quote Number 029004

26-061

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

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

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

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

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

**ATTACHMENT B**



We have prepared a quote for you

**LogRhythm Renewal - 5 Year**

Quote # 029004  
Version 1

Prepared for:

**City of Spokane**

Dan Wordell  
[dwordell@spokanecity.org](mailto:dwordell@spokanecity.org)

## Quote Summary

Description	Amount
Renewal	\$152,973.73

**Total: \$152,973.73**

## Renewal

Description	Price	Qty	Ext. Price
<b>5 Year Renewal of Standard Maintenance and Support Services for software portion of appliance converted to ULP</b> Start Date: 6/1/2026 End Date: 5/31/2031 Covered Products: XM6431 - SW Only	\$105,485.20	1	\$105,485.20
<b>5 Year Renewal of Prepaid Standard Maintenance and Support Services, variable pricing at 20% annually of products price</b> Start Date: 6/1/2026 End Date: 5/31/2031 Covered Products: LR-SMP-1-49 (11) LR-SML-1-99 (4)	\$6,132.84	1	\$6,132.84
<b>5 Year Renewal of Prepaid Standard Maintenance and Support Services, variable pricing at 20% annually of products price</b> Start Date: 6/1/2026 End Date: 5/31/2031 Covered Products: LR-ULP-APL-XM6500 (1) LR-ACC-HA-PMXM-P (1)	\$41,355.69	1	\$41,355.69

**Subtotal: \$152,973.73**

## LogRhythm Renewal - 5 Year

**Prepared by:**



**ProCern Technology Solutions**  
Robert Blomgren  
888-864-1641 X:227  
Fax 888-833-9443  
robert.blomgren@procern.com

**Prepared for:**

**City of Spokane**  
808 W. Spokane Falls Blvd  
Spokane, WA 99201  
Dan Wordell  
dwordell@spokanecity.org  
(509) 842-2835

**Quote Information:**

**Quote #: 029004**  
Version: 1  
Delivery Date: 03/18/2026  
Expiration Date: 05/29/2026

**Purchase Order Option:**

PO Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

Phone: \_\_\_\_\_

**Non-Purchase Order Option:**

Customer (signing authority): PLEASE INITIAL HERE \_\_\_\_\_ to indicate that this Order can be invoiced from this Sales Order Form and a PO is not required.

NDM Technologies can accept this form as binding commitment to pay for NDM Services and/or products in accordance with the Agreement (s). Billing details are as follows:

**Signing Authority Information:**

Email: \_\_\_\_\_

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

Phone: \_\_\_\_\_

This Quote is valid for 30 days unless otherwise noted. Taxes, shipping, handling and other fees may apply. The Customer is responsible to pay for all state and local taxes that apply to this sale. Any/all opened products may not be eligible for return. Returns may require additional fees. Services are not included unless otherwise described as services in this quote.

Payment in full due in 30 days.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## < Business Lookup

### License Information:

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

**Entity name:** NETWORK DESIGN & MANAGEMENT, LLC

**Business name:** PROCERN TECHNOLOGY SOLUTIONS, LLC

**Entity type:** Limited Liability Company


**UBI #:** 601-839-130

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 601 W. RIVERSIDE AVE  
STE 1630  
SPOKANE WA 99201-1601

**Mailing address:** 601 W. RIVERSIDE AVE  
STE 1630  
SPOKANE WA 99201-1601 

**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
Spokane General Business	T12029400BL			Active	Dec-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident	01823			Active	Dec-31-2026	Mar-04-2004

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

Owners and officers	Title
WAFFORD, CHRISTINA	

## Registered Trade Names

Registered trade names	Status	First issued
NDM TECHNOLOGIES	Active	Sep-25-2012
PROCERN TECHNOLOGY SOLUTIONS, INC	Active	Jun-16-2025



The Business Lookup information is updated nightly. Search date and time:  
2/18/2026 11:26:12 AM

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### Contact us

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**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2026

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> CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 303-996-7800		<b>FAX (A/C. No.):</b> 303-757-7719
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> The Travelers Companies			
<b>INSURER B:</b> Miscellaneous			
<b>INSURER C:</b> Indian Harbor Insurance			36940
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED** ITINFRA-01  
 IT Infrastructure Holdings, LLC dba ProCern Technology Solutions, Inc.  
 12303 Airport Way  
 Ste 105  
 Broomfield CO 80021-2797

**COVERAGES**

CERTIFICATE NUMBER: 1436377597

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZLP-16R25550	12/31/2025	12/31/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input 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			BA-C3020654	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-C308443A	12/31/2025	12/31/2026	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Cyber Liability			CELP0016768407214-00	12/31/2025	12/31/2026	Limit	5,000,000
C	Cyber Liability Excess			MTE904986200	12/31/2025	12/31/2026	Limit	5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

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

AUTHORIZED REPRESENTATIVE

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Date Rec'd**

3/17/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/13/2026**Submitting Dept**

FINANCE &amp; ADMINISTRATION

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

JESSICA 625-6369

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

JSTRATTON@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Sponsoring at Administrators Request**

NO

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

T&amp;L - SMC 07.03.020 IMPREST FUNDS AMOUNT

**Agenda Wording**

As allowed by SMC 07.03.020 B, the Mayor may increase or decrease the amount in an imprest fund from time to time. At this time, one fund is being removed, three are being decreased and two are being increased for a net total impact of a \$13,500 reduction in imprest fund amounts.

**Summary (Background)**

As allowed by SMC 07.03.020 B, the Mayor may increase or decrease the amount in an imprest fund from time to time.

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

N/A - this is a recurring revision to the imprest funds

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

N/A - this is a recurring revision to the imprest funds

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

N/A - this is a recurring revision to the imprest funds

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

N/A - this is a recurring revision to the imprest funds

**Council Subcommittee Review**

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

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

**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 table below:

<b>Department</b>	<b>Amount not to exceed</b>
City Attorney Imprest Fund	\$300.00
Development Services Center Imprest Fund	\$1,500.00
Spokane 311 Imprest Fund	\$4,800.00
Parks and Recreation Imprest Fund	\$2,500.00
Parks and Recreation Imprest Fund – Riverfront Park	\$17,000.00
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	\$2,000.00
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 – Records	\$3,000.00
Spokane Police Department – Travel Expense Cash Advance Fund	\$20,000.00
Spokane Public Library – Imprest Fund	\$3,500.00
Spokane Public Library – Travel Expense Cash Advance Fund	\$5,000.00
Street Department Imprest Fund	\$500.00
Water and Hydroelectric Services Department Imprest Fund	\$1,000.00

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

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

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

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026**Date Rec'd** 3/17/2026**Clerk's File #****Cross Ref #****Project #****Submitting Dept** ACCOUNTING**Bid #****Contact Name/Phone** COLE WICKER 625-6822**Requisition #****Contact E-Mail** WWICKER@SPOKANECITY.ORG**Agenda Item Type** Contract Item**Council Sponsor(s)** BWILKERSON PDILLON**Sponsoring at Administrators Request** NO**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name** ACCEPTANCE OF EMERGENCY STREETS GRANT**Agenda Wording**

Requesting permission to accept the Washington Traffic Safety Commission grant funding the Emergency Streets Program.

**Summary (Background)**

The total \$136,857 award will support the development of the Emergency Streets initiative. The project will deploy quick-action responses after serious traffic accidents. The contract item for the first fiscal year will cover \$59,869.13

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? NO	
Total Cost	\$ 136,857
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
The total award allocates \$84,564.28 in personnel costs; \$34,000 in marketing and outreach, and \$5,850 in travel expenses. The award also includes a \$12,441.43 allocation for administrative costs.	
<b>Amount</b>	
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
<b>Budget Account</b>	
Select	#
Select	#
Select	#
Select	#
Select	#
Select	#
<b>Funding Source</b> Recurring	
<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>	STRATTON, JESSICA
<b>Division Director</b>	STRATTON, JESSICA
<b>Accounting Manager</b>	DUFFEY, ANDREW
<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>	
sbrown@spokanecity.org	jstratton@spokanecity.org
sneal@spokanecity.org	



**INTERAGENCY AGREEMENT**  
**BETWEEN THE**  
**Washington Traffic Safety Commission**  
**AND**  
**City of Spokane**

**2026-FG-5933-Emergency Streets Pilot - City of Spokane**

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and City of Spokane, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

**1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.600, for traffic safety grant project 2026-FG-5933-Emergency Streets Pilot - City of Spokane.

**2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties or March 05, 2026, whichever is later, and remain in effect until September 30, 2026, unless terminated sooner, as provided herein.

### 3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

#### 3.1 SCOPE OF WORK

##### 3.1.1 Problem ID and/or Opportunity

Traffic violence remains a persistent and largely normalized public safety crisis in the United States, where motor vehicle crashes are a leading cause of unintentional injury deaths (Ahmad, et al., 2024, CDC WISQARS). While significant advancements have been made in the safety of vehicle occupants, overall traffic fatalities remain stubbornly high. Vulnerable road users —including people walking, biking or using alternative mobility devices — are disproportionately impacted, accounting for 20% of motor vehicle-related deaths in 2023 (National Highway Traffic Safety Administration, 2023).

At the local level, Spokane recorded 22 fatalities in 2024 and 21 in 2025, continuing a multi-year pattern of unacceptably high fatal and serious injury crashes, despite ongoing safety efforts at local, state and federal levels. Honest reckoning with the problem of traffic violence must acknowledge myriad contributing factors, many of which will take years or decades to correct. However, speed is one of the top 5 contributing factors in fatal vehicle crashes, contributing to 32% of traffic fatalities 2018 – 2022 (WA Traffic Safety Commission, 2023). Reducing speeds at motor vehicle crash sites improves safety measures immediately. Even a 5MPH reduction in a 35MPH zone reduces lethal energy potential by 25% ( $KE=1/2mv^2$ ) decreasing risk to all users in the traffic system (Khorasani-Zavareh et al., 2013).

Current post-crash responses typically prioritize narrowly scoped law enforcement investigations, debris removal, and rapid restoration of vehicular traffic to “normal” operating conditions. This response fails to acknowledge that these “normal” conditions often contribute to the current state of systemic traffic violence. As a result, the environmental and operational factors that increase crash risk are rarely investigated and frequently remain unchanged following a fatal crash.

Emergency Streets provides the opportunity to reflect on historic practices, evaluate a novel intervention and inform future safety initiatives. Emergency Streets explicitly connects vehicle speed to fatal outcomes while helping to normalize slower, safer driving.

##### 3.1.2 Project Purpose and Strategies

The goal of Emergency Streets is to reduce fatal and serious injury crashes by rapidly addressing systemic risk at high-harm locations through interventions that activate all elements of the Safe Systems

Approach — especially safer speeds, safer road users, safer roads, and safer land use.

Emergency Streets treats fatal crashes as emergency triggers that prompt immediate, visible traffic-calming countermeasures. Within 48 hours of a crash, temporary traffic-calming equipment would be deployed to reduce vehicle operating speeds to ~20MPH and signal that a community member had been lost at the site. These interventions are designed to slow vehicle speeds – reducing overall kinetic energy in the system, draw attention to the human cost of traffic violence, and reduce the likelihood of subsequent crashes while long-term solutions are considered. Deployments would be paired with a broad public outreach campaign.

The goal of this project is to pilot a locally-adapted Emergency Streets Program and evaluate program efficacy. The City, in collaboration with Emergency Streets partners and University of Colorado Boulder students, will finalize a Spokane-specific Emergency Streets Protocol.

The Emergency Streets Protocol supports the Statewide Speed Management Advisory Cooperative's Post-Crash Care Workgroup priority strategies by advancing coordinated, data-driven traffic safety strategies that prioritize speed reduction, systemic risk mitigation, and behavioral changes.

### 3.2 PROJECT GOALS

- 1) By 09/30/2026, Develop and implement an Emergency Streets pilot for the City of Spokane
- 2) By 09/30/2026, Collect data and conduct interim analysis of Emergency Streets pilot
- 3) By 09/30/2026, Begin to conduct community outreach and education and gain feedback on public awareness and attitudes towards Emergency Streets and traffic safety.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

### 3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$59,869.13, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over \$10,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of \$10,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. Any equipment purchased with NHTSA funds must be used exclusively for traffic safety purposes or the cost must be pro-rated. If required under the Buy America Act, SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$10,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

### 3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

**Year 1:** \$59,869.13

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

### **4. ACTIVITY REPORTS**

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

### **5. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

## **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

## **7. ALL WRITINGS CONTAINED HEREIN**

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

## **8. SUBCONTRACTING REQUIREMENTS**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 33 through 42.

## **9. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

## **10. BILLING PROCEDURE**

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 15 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

## **11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

11.1 The SUB-RECIPIENT shall not use or disclose any confidential information, or information which

may be classified as confidential information as defined in RCW 42.56.590, for any purpose, except with prior written consent of the WTSC, or as may be required by law. Notwithstanding any provision to the contrary, SUB-RECIPIENT's use of confidential information will be in compliance with all applicable state and federal law.

11.2 NETWORK ACCESS. During its performance of this Agreement, SUB-RECIPIENT may be granted access to WTSC's computer and telecommunication networks ("Networks"). As a condition of Network use, SUB-RECIPIENT shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by WTSC to access and use the Networks; (c) only access Network locations made available to SUB-RECIPIENT by WTSC; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by SUB-RECIPIENT (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Agreement, relinquish all IP addresses or address blocks assigned to them on the Networks.

## **12. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

## **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

## **14. DISPUTES**

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

## **15. GOVERNANCE**

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

## **16. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

## **17. INDEMNIFICATION**

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

## **18. INDEPENDENT CAPACITY**

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

## **19. INSURANCE COVERAGE**

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **20. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **21. RECORDS MAINTENANCE**

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work

performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

#### **24. 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 Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

#### **25. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **26. SITE SECURITY**

While on WTSC premises, or while interacting with WTSC's personnel, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations and not interfere with WTSC's operations.

#### **27. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

#### **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

#### **29. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered

or goods delivered prior to the effective date of termination.

### **30. TREATMENT OF ASSETS**

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC prior to settlement, upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

### **31. STATE NONDISCRIMINATION**

31.1 Nondiscrimination Requirement. During the term of this Agreement, SUB-RECIPIENT, including any subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUB-RECIPIENT, including any subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUB-RECIPIENT, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. SUB-RECIPIENT, including any subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUB-RECIPIENT, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to

RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend SUB-RECIPIENT, including any subcontractors, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that SUB-RECIPIENT, including any subcontractors, is cooperating with the investigating state agency. In the event SUB-RECIPIENT, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Agreement in whole or in part, and SUB-RECIPIENT, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The SUB-RECIPIENT, or subcontractor, may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, SUB-RECIPIENT, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to SUB-RECIPIENT or subcontractors, or that thereafter become due, an amount for damages SUB-RECIPIENT or subcontractor will owe WTSC for default under this provision.

## **32. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

## **33. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate

basis and justification, and which is approved by the Secretary of Transportation.

### **34. DEBARMENT AND SUSPENSION**

#### Instructions for Lower Tier Certification

34.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

34.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

34.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

34.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

34.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

34.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

34.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility

of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

34.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

34.9. Except for transactions authorized under paragraph 34.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

34.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

### **35. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

35.1. The SUB-RECIPIENT shall:

35.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT'S workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

35.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a

copy of the statement required by paragraph 35.1.1. of this section.

35.1.4. Notify the employee in the statement required by paragraph 35.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

35.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 35.1.4. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

35.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **37. FEDERAL LOBBYING**

37.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

37.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

37.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

37.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

37.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **38. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

38.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

38.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

38.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)

38.1.1.2. 49 CFR part 21

38.1.1.3. 28 CFR section 50.3

38.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

38.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

38.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

38.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

38.1.1.8. The Civil Rights Restoration Act of 1987

38.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

38.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

38.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

38.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to

withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

38.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

38.1.6 To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

#### **39. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

#### **40. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

#### **41. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **42. CERTIFICATION ON CONFLICT OF INTEREST**

##### **General Requirements**

42.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or

indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

42.2. Based on this policy:

42.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

42.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### **Disclosure Requirements**

42.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

42.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

43.3.3 Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action

can have an economic or other impact on the interests of a regulated or affected organization.

**43. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Anthony Bledsoe abledsoe@wtsc.wa.gov 360-725-9860	Anthony Bledsoe abledsoe@wtsc.wa.gov 360-725-9860 ext.

**44. AUTHORITY TO SIGN**

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**City of Spokane**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WASHINGTON TRAFFIC SAFETY COMMISSION**

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Signature

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Printed Name

---

Title

---

Date

# APPENDIX A

## Project Costs

### Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$35,176.48	10%	\$3,517.65	\$38,694.13
Travel		\$1,250.00	10%	\$125.00	\$1,375.00
Contract Services		\$18,000.00	10%	\$1,800.00	\$19,800.00
Goods and Services		\$0.00	0%	\$0.00	\$0.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$54,426.48		\$5,442.65	\$59,869.13

Salaries and Benefits: \$38,694.13

Personnel costs support activities of staff to plan, coordinate, implement, and evaluate the Emergency Streets Pilot. Grant funds cover salary costs only; fringe benefits are supported through existing City resources.

Travel: \$1,375

Travel and overnight accommodations for the Director of Transportation to meet with collaborators and students at UC Boulder in April 2026.

Contract Services: \$19,800

Production of signage, educational materials, surveys, and communications to inform residents, businesses, and roadway users; includes paid digital media campaign. Printed outreach includes an educational flyer in every utility bill.

Indirect: 10%

Total Indirect amount: \$5,442.65

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.
2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.
3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

## Objectives and Measures

### Goal 1 - By 09/30/2026, Develop and implement an Emergency Streets pilot for the City of Spokane

Objective	Objective Details	Completion Date
Conduct up to 3 Emergency Streets deployments.	Community and internal feedback will inform initial pilot deployments during Summer and Fall 2026. These primary deployments will test procedures, coordination processes, and field treatments in real-world conditions.  Following Phase 1 deployments, the City will conduct a formal evaluation of target metrics, with particular focus on reductions in operating speeds to 20 MPH and other safety performance indicators.	09/30/2026

#### Reporting

Measure	Frequency	Type	Target
Number of Emergency Street deployments	Annual	Outcome	3

**Goal 2 - By 09/30/2026, Collect data and conduct interim analysis of Emergency Streets pilot**

Objective	Objective Details	Completion Date
Assess effectiveness, refine protocols, and identify necessary adjustments to treatments, communications, and operational procedures.		09/30/2026
Use Street Vision and other resources to collect data and provide an interim report on traffic conditions before, during, and after Emergency Street deployments.	<p>Relevant data/findings from initial deployment(s) will be provided in a summary report in the final report for the grant year (Phase 1 deployment).</p> <p>Data collection timelines will range from 2 months prior to Emergency Streets treatment, during Emergency Streets treatment (for a 2-week duration), and 2 months after deployment. Data collected will include, but is not limited to: Traffic conditions (Before, During, and After deployments); Vehicular Traffic Speed - 85th percentile operating speeds within 100', 500', 1000' of crash site and deployment; Frequency of hard braking and distraction, within 100', 500', 1000' of crash site; Crash data by severity and contributing factors (WADOT)</p>	09/30/2026

Measure	Reporting Frequency	Type	Target
Interim summary report of relevant data/findings from deployments	Annual	Outcome	1

**Goal 3 - By 09/30/2026, Begin to conduct community outreach and education and gain feedback on public awareness and attitudes towards Emergency Streets and traffic safety.**

Objective	Objective Details	Completion Date
	Summarize and report on any relevant community outreach/education conducted in Phase 1 of the deployment.	09/30/2026

Measure	Reporting Frequency	Type	Target
Interim summary of any relevant community outreach/education efforts for Phase 1 implementation.	Annual	Outcome	1

**Title:** Emergency Streets Program Development and Pilot Deployment

**Organization Name:** City of Spokane (inc. 1881)

**UBI:** 328-031-877

**Address:** 808 W Spokane Falls Blvd, Spokane, WA 99201

**Contact Person:** Jon Snyder, Director of Transportation and Sustainability, City of Spokane

**Contact Phone:** 509.507.1251

**Contact Email:** jsnyder@spokanecity.org

**Amount Requested:** \$136,855.71

**Funding organization:** Washington Traffic Safety Commission

**Project Period:** 04/01/2026 - 09/30/2027

**Summary:**

The City of Spokane is requesting funding support from the Washington Traffic Safety Commission to support ongoing development and implementation of [Emergency Streets](#), a new, evidence- and prevention-based response to fatal traffic crashes. Modeled after public health emergency response frameworks, Emergency Streets reframes fatal crashes as emergency events that trigger immediate, temporary roadway safety interventions designed to reduce vehicle speeds and the immediate risk of additional harm. Within 48 hours, quick-build traffic-calming equipment, i.e. bollards, cones, paint, signage, speed feedback signage etc., would be deployed at and adjacent to the fatal crash site to slow vehicle operating speeds to ~20MPH and signal that a community member had been lost. These two-week installations treat crashes as public health emergencies, providing communities an opportunity to change how fatal crashes are addressed.

Funding will support final protocol development, internal and external coordination, community engagement and education, pilot traffic-calming deployments at fatal crash sites on city streets, and evaluation of safety outcomes. This project aims to create a scalable, replicable model for post-crash response that increases public awareness of traffic violence, while demonstrating the efficacy of rapid, risk-reduction strategies. Together, the City of Spokane, our partners, and our community, hope to reduce the number of traffic-related fatalities across our city.

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# Management and Technical Proposal

## Problem Description/Statement of Need

Traffic violence<sup>1</sup> remains a persistent and largely normalized public safety crisis in the United States, where motor vehicle crashes are a leading cause of unintentional injury deaths (Ahmad, et al., 2024, CDC WISQARS). While significant advancements have been made in the safety of vehicle occupants, overall traffic fatalities remain stubbornly high. Vulnerable road users—including people walking, biking or using alternative mobility devices—are disproportionately impacted, accounting for 20% of motor vehicle-related deaths in 2023 (National Highway Traffic Safety Administration, 2023).

At the local level, Spokane recorded 22 fatalities in 2024 and 21 in 2025, continuing a multi-year pattern of unacceptably high fatal and serious injury crashes, despite ongoing safety efforts at local, state and federal levels. Honest reckoning with the problem of traffic violence must acknowledge myriad contributing factors, many of which will take years or decades to correct. However, speed is one of the top 5 contributing factors in fatal vehicle crashes, contributing to 32% of traffic fatalities 2018 – 2022 (WA Traffic Safety Commission, 2023). Reducing speeds at motor vehicle crash sites improves safety measures immediately. Even a 5MPH reduction in a 35MPH zone reduces lethal energy potential by 25% ( $KE=1/2mv^2$ ) decreasing risk to all users in the traffic system (Khorasani-Zavareh et al., 2013).

The cost of traffic violence extends far beyond the loss of life. The Washington Strategic Highway Safety Plan (2024) notes that “safety is an investment. Safer roads and safer communities can save billions of dollars.” The societal financial cost of motor vehicle crashes in Washington is estimated to be \$20.48 billion—equivalent to 3.2% of the real gross domestic product (GDP) of the state. The scale and persistence of high rates of traffic violence warrants a system-wide response, akin to an epidemiological response or infrastructure emergency response to address underlying contributing factors.

Current post-crash responses typically prioritize narrowly scoped law enforcement investigations, debris removal, and rapid restoration of vehicular traffic to “normal” operating conditions. This response fails to acknowledge that these “normal” conditions often contribute to the current state of systemic traffic violence. As a result, the environmental and operational factors that increase crash risk are rarely investigated and frequently remain unchanged following a fatal crash.

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<sup>1</sup> The term “traffic violence” is used here to highlight systemic failures and emphasize harmful nature of such crashes and their impacts on the community. It aims to shift blame from victims to responsible parties, reframe traffic crashes as preventable, and encourage systemic solutions.

In 2025, Dr. Kevin Krizek and Tila Duhaime contacted the City of Spokane to join their initiative, [Emergency Steets \(ES\)](#). Emergency Streets treats fatal crashes as emergency triggers that prompt immediate, visible traffic-calming countermeasures. Within 48 hours, temporary traffic-calming equipment would be deployed to reduce vehicle operating speeds to ~20MPH and signal that a community member had been lost at the site. These interventions are designed to slow vehicle speeds – reducing overall kinetic energy in the system, draw attention to the human cost of traffic violence, and reduce the likelihood of subsequent crashes while long-term solutions are considered. Deployments would be paired with a broad public outreach campaign.

The message is clear: preventable deaths demand meaningful action. ES provides the opportunity to reflect on historic practices, evaluate a novel intervention and inform future safety initiatives. Emergency Streets explicitly connects vehicle speed and to fatal outcomes while helping normalize slower, safer driving.

## Goal

**The goal of Emergency Streets** is to reduce fatal and serious injury crashes by rapidly addressing systemic risk at high-harm locations through interventions that activate all elements of the Safe Systems Approach — especially safer speeds, safer road users, safer roads, and safer land use.

**The goal of this project** is to pilot a locally-adapted Emergency Streets Program and evaluate program efficacy. The City, in collaboration with Emergency Streets partners and University of Colorado Boulder students, will finalize a Spokane-specific Emergency Streets Protocol. The plan will establish clear internal procedures for:

- Identifying fatal crash events that trigger Emergency Streets deployment
- Coordination with internal and external partners
- Deploying temporary, reversible traffic-calming tools (e.g. bollards, cones, signage, speed feedback signage among other tools) for two-week deployment
- Monitoring and evaluating treatment impact at and adjacent to the crash site
- Communicating with nearby residents, businesses, and roadway users
- Monitoring conditions during deployment and restoring the roadway after the intervention
- Integrating Emergency Streets into the Traffic Fatality Review process. The Traffic Fatality Review Team will serve as the internal advisory group for ES protocol development and pilot implementation.

## **Phase 1: Primary Pilot Deployments (Summer–Fall 2026)**

### **Target: 3 deployments**

Community and internal feedback will inform initial pilot deployments during Summer and Fall 2026. These primary deployments will test procedures, coordination processes, and field treatments in real-world conditions.

Following Phase 1 deployments, the City will conduct a formal evaluation of target metrics, with particular focus on reductions in operating speeds to 20 MPH and other safety performance indicators.

### **Interim Analysis (Fall 2026–Winter 2027)**

Data collected during Phase 1 will be analyzed to assess effectiveness, refine protocols, and identify necessary adjustments to treatments, communications, and operational procedures.

## **Phase 2: Expanded Pilot Deployments (Winter–Spring 2027)**

### **Target: 3 deployments**

Findings from the Phase 1 evaluation will directly inform a second round of pilot deployments during Winter and Spring 2027. Phase 2 will incorporate refinements to improve program efficacy and operational readiness, positioning Emergency Streets for potential ongoing implementation.

### **Final analysis and program evaluation (Summer-Fall 2027):**

We recognize that the harms from traffic violence are not limited to crashes resulting in a fatality. Serious injury crashes are not part of the planned pilot at this time due to capacity limitations but may be considered for inclusion in the future.

Traffic control deployments shall conform with MUTCD, WSDOT, and applicable local standards.

## **Evaluation Metrics**

- Deployments:
  - Number of Emergency Streets deployments completed
  - Target
    - Phase 1: 3 deployments during Summer/Fall 2026
    - Phase 2: 6-7 deployments Winter-Spring 2027.
- Traffic conditions (Before, During, and After deployments)
  - Data collected using Streetvision Analytics software

- Supplementary data may be collected with Rhythm Engineering Adaptive Detection Camera
  - Vehicular Traffic Speed
    - 85<sup>th</sup> percentile operating speeds within 100', 500', 1000' of crash site and deployment
  - Frequency of hard braking and distraction, within 100', 500', 1000' of crash site
  - Crash data by severity and contributing factors (WADOT)
- Data collection timeline –
  - Before – 2 months prior to ES deployment
  - During – 2 weeks during deployment
  - After – 2 months post ES deployment to evaluate long term treatment impacts
- Feedback on public awareness and attitudes surrounding ES and traffic safety collected through digital surveys of nearby residents and roadway users
- Targeted community outreach and engagement to supplement survey findings

### Short-term expected outcomes

- Rapid deployment of temporary traffic-calming measures following fatal crashes
- Immediate reductions in operating speeds at and adjacent to the treatment location
- Increased visibility and acknowledgment of traffic violence as a serious public safety issue
- Clear, repeatable internal process for post-crash street safety response
- Scalable and replicable model that can be used as a template for other communities
- Data and lessons learned to inform future ES deployments

### Long-term expected impacts

- Increased public awareness of the impacts of traffic violence on the Spokane community
- Broader understanding of the public's experience with and use of the local transportation system
- Establishment of ES as a new tool to mitigate traffic violence
- Use of ES to:
  - Trigger safety project review in the immediate area following a fatal crash
  - Identify opportunities to add safety elements to planned or programmed projects

- Inform consideration of new projects focused primarily on speed management and traffic safety
- If the attributes of the locations warrant generating consideration of a whole new project that would address primarily speed

A final report will be prepared following completion of both pilot phases (Summer–Fall 2026 and Winter–Spring 2027). The report will summarize Phase 1 and Phase 2 deployment results, document lessons learned, evaluate program effectiveness, and provide recommendations for future Emergency Streets deployments.

An Emergency Streets “toolkit” will also be developed, including template outreach materials, a generalized protocol, an equipment list, and implementation guidance informed by pilot experience. These materials will be designed to support institutionalization and potential expansion of the program.

The final report and toolkit will be posted on the City of Spokane website and made publicly available for download.

Interim findings from Phase 1 deployments will be shared with the Transportation Commission and community stakeholders in Fall/Winter 2026 to inform Phase 2 implementation. Final results and recommendations will be presented to the Transportation Commission following completion of Phase 2 in Summer/Fall 2027.

Findings will be presented at the Washington Traffic Safety Summit in July 2027.

## Community Engagement

Community engagement is integral to success of the Emergency Streets pilot and builds upon prior engagement done in Spokane and nationwide through Emergency Streets partners, Dr. Kevin Krizak and Tila Duhaime. Community engagement will continue throughout the grant period and pilot project.

- Prior local community engagement (Dec 2025)
  - Emergency Streets partner visit
    - Briefings and feedback solicitation with internal city departments on the pilot
    - Briefing and feedback solicitation with a local non-profit transportation advocacy group, Spokane Reimagined
  - Presented to Transportation Commission for feedback
  - Presented to the Traffic Fatality Review Team for feedback, a diverse group of representatives of internal City departments and external partners
- During the grant period
  - Engagement with independent citizen-led boards including Community Assembly (CA), CA Pedestrian Transportation and Traffic Committee (PETT) and Neighborhood Councils (NC)
  - Ongoing updates to the City of Spokane Transportation Commission
  - Collaboration with independent community advocacy groups including non-profits including Spokane Reimagined
  - Student collaboration with University of Colorado Boulder – students will be directly contributing to protocol development from design renderings to outreach materials including flyers, door-hangers, surveys, digital media for use on social media, signage, press release templates.
  - In-person outreach at community events
  - Solicitation of resident feedback through online survey
  - Community outreach and education through municipal communications channels including social media, [community newsletters](#)
  - The Safe Roads Challenge Application will be boosted through the Community Update newsletter and may be listed as an additional resource on printed and digital media.
  - Earned and paid media outreach to local print and digital media

Community feedback will inform deployment design, communications, and future protocol refinements.

## Equity, Environmental Justice, Community Impact

In our car-centric society, the transport system is broadly centered on vehicular speed, access and throughput. Traffic violence and its associated health impacts are not evenly distributed. From 2020-2021, the rate of traffic fatalities (per 100,000 population) among Black, Asian/Pacific Island, and American Indian/Alaska Native Washington residents increased 37%, 52.2% and 85.7% respectively, compared to a 5.3% increase in traffic fatalities amongst white residents (Washington Traffic Safety Commission, 2024). Lower-income, unemployed, and disabled community members are also more likely to be injured or killed in car and are disproportionately represented among non-drivers (Mitsova, Dumbaugh, & Saha, 2021). Together these disparities underscore the urgent need for transportation investments that prioritize equity, safety, and environmental justice.

Approximately 30% of Washington residents do not drive a motor vehicle, whether by choice or necessity (Washington State Joint Transportation Committee, 2024). While vehicle safety improvements significantly reduced injury risk for people inside cars, these advances have not benefitted non-drivers to the same extent. As a result, people who walk, bike, roll, or rely on public transit face disproportionate exposure to traffic violence including increased injury risk (Washington Traffic Safety Commission, 2024).

Non-drivers, who primarily walk, bike or roll, also experience greater exposure to systemic, structural, and environmental harms inflicted by historic land-use and transportation practices (Boeing et al., 2023, Panikkar et al., 2023, Miner et al., 2024). In 2022, 41% of community-wide emissions in Spokane were from transportation. Spokane has committed to significant reductions in community emissions in the coming decades. Strategies like Emergency Streets presents a novel way to address the systemic issues of traffic violence and reframe the issue as a public health emergency.

Surveys will be translated into multiple languages according to SMC 18.11.

## Alignment with Statewide and Regional Initiatives

The Emergency Streets Protocol supports the Statewide Speed Management Program by advancing coordinated, data-driven traffic safety strategies that prioritize speed reduction, systemic risk mitigation, and behavioral changes.

In alignment with the WA Target Zero 2024 update, the Emergency Streets protocol aligns with the Safe Systems approach to addressing traffic violence in our community. The City of Spokane initiated a Traffic Fatality Review Program with the guidance of WTSC in 2025. The program goal was to review all fatal crashes that occurred in 2025. Fatal traffic crash cases are reviewed quarterly by a collaborative and diverse group of people representing City departments and external partners. Case reviews are done through the Safe Systems lens, recognizing that all parts of the system contribute to traffic safety.

Once all 2025 fatalities have been reviewed, a final report with findings and recommendations will be made available on the City of Spokane website. These findings will be reviewed when considering candidate traffic calming projects through the annual [Spokane Safe Streets for All Neighborhood Traffic Calming program](#).

The Fatality Review Team will serve as a complementary advisory body to the ES program, providing feedback on protocol and deployments. Fatal case review meetings will incorporate deployment results into case reviews as the cases are closed and available for review.

The need for new tools in the traffic safety toolbox is underscored at a regional level by the results of the Spokane Regional Transportation Council's High Injury Network analysis, the Spokane County Public Works' Local Road Safety Plan and Target Zero program, and the persistently high levels of serious injury and fatal crashes occurring in Spokane each year.

### Program Sustainability:

Following the grant period, implementation and evaluation of Emergency Streets Protocol will be considered for integration into standard operating procedures and budgets in alignment with the City's commitment to safer roadways for all users. This commitment is demonstrated through the following City of Spokane policies and programs:

[Vision Zero \(2022\)](#)

[Complete Streets \(updated in 2025\)](#)

[Janet Mann Safe Streets Now \(2024\)](#)

[Comprehensive Plan](#)

[Pedestrian Master Plan](#)

[Bicycle Master Plan](#)

## ADA Transition Plan

### Spokane Safe Streets for All Neighborhood Traffic Calming Program

This program is funded through revenue generated by the City's automated enforcement traffic camera program. These funds are directed to the following (Spokane Municipal Code [07.08.148](#)):

1. *Roadway infrastructure improvements with a demonstrable connection to safe systems improvements;*
2. *Operational expenses with a demonstrable connection to pedestrian and bicycle safety;*
3. *Sidewalk repair and safety programs;*
4. *Funding of personnel for community outreach and to encourage citizen input into safe streets measures and projects;*
5. *Funding of engineering and project personnel to ensure timely design and construction of safety infrastructure;*
6. *Implementation of programs, including grant applications, that follow the USDOT "Safe System Approach," including focus on driver safety, safer roads, safer vehicles, safer speeds, and post-crash care;*
7. *Implementation of adaptive design strategies into the City's transportation infrastructure; and*
8. *Such other measures, programs and improvements approved by the City Council and permitted by state law.*

All candidate projects are evaluated on factors in three categories: Roadway Characteristics and Safety, Active Transportation Network Connectivity, Community Demographics. The goal of this analysis is to ensure selected projects proactively address existing safety issues, contribute to efforts to build out connected networks for people of all ages to walk, bike, and roll, and address historic and existing equity gaps in access to a safe transportation system.

## Risks and Mitigation:

### **Sample Size**

The limited number of qualifying events during the pilot period may constrain statistical interpretation of outcomes. Findings will be evaluated using a combination of quantitative and qualitative measures.

The unpredictable nature of traffic fatalities makes it difficult to guarantee the timing and suitability of qualifying events deployments. In 2025, 22 fatal crashes occurred in Spokane. The extended timeline of this proposal allows sufficient time to pilot Emergency Streets at fatal crash sites as they occur.

### **Public Response**

There is a risk that the public may misunderstand the intent of the program and perceive ES deployments primarily as an additional source of congestion. To address this, the City will implement proactive communications, including clear on-site signage, media outreach, and community engagement, emphasizing the program's safety goals and its role in preventing future fatalities.

### **Roadway Safety:**

As a novel intervention, ES treatments may introduce unfamiliar traffic patterns or elements that could temporarily increase confusion for some users. To mitigate this risk, the City will deploy treatments that comply with locally adopted traffic standards, monitor conditions at treatments twice per day, and adjust designs as needed to maintain safety for roadway users. Additionally, public outreach will begin prior to treatment deployments to prepare drivers for deployments on City roadways. Public outreach will be conducted through dissemination of doorhangers and geotargeted digital outreach on ES.

### **Treatment Fatigue**

Repeated exposure to similar ES deployments may reduce their effectiveness over time as roadway users become accustomed to or visually desensitized to the treatments. We do not anticipate treatment fatigue to be a factor in this pilot with the limited number of deployments. ES deployments and equipment will be branded to clearly indicate the reason behind and intent of the treatments. Success of the treatment will be demonstrated through reductions in speed to the target level, 20MPH.

## Staffing, partners, and responsibilities:

### City of Spokane

- Jon Snyder, Division Director of Transportation and Sustainability
  - Overall program leadership and accountability for pilot; budget oversight and accountability; policy liaison, performance monitoring
- Nicole White, Program Coordinator
  - Day-to-day program management and logistical lead on program and pilot development and implantation; data management, reporting and evaluation; interagency coordination
- Clint Harris, Director of Streets
  - Operational liaison; deployment team oversight and supervision; primary on-site feedback; resource allocation for deployments; safety compliance
- Caleb Stanton, Grants Analyst
  - Primary grant oversight; tracking and documentation; fiscal compliance
- Trevor Nollmeyer, Sergeant, Spokane Police Department
  - Operational liaison; protocol coordination
- Dan Buller, Director of Engineering Services
  - Technical review & engineering support; operational liaison
- Abigail Martin, Manager of Neighborhood Connectivity
  - Co-leads community engagement strategy, coordinates outreach with advisory boards and advocacy groups, and the public
- Heather Hamblin, Director of Office of Neighborhood Services (ONS)
  - Operational liaison: ONS team supports neighborhood coordination, community outreach assistance, speed feedback sign administration

### External

- Dr. Kevin Krizak, Co-Founder of Emergency Streets
  - Professor of Environmental Design at the University of Colorado Boulder and former Senior Advisor in the Office of the Under Secretary of State for Economic Growth, Energy and the Environment (U.S. Department of State)
- UC Boulder students
  - Dr. Krizak and Ms. Duhaime are teaching an applied studio course, [“Redefining ‘Normal’ on Deadly Roadways: Innovative Tactical Response to Urban Traffic Fatalities.”](#) Students from a variety of disciplines will contribute their unique skill sets and perspectives to support the City of Spokane in the Emergency Streets protocol development and pilot implementation. The studio provides students

an opportunity to drive innovation and help address one of the most pressing public health crises.

- Tila Duhaime, Co-Founder of Emergency Streets
  - Practiced intellectual property law in New York City before pivoting to community organizing and advocacy work for transit and vulnerable road users, with particular focus on school-aged children and cyclists.
  - 17+ years experiences working with various transportation nonprofits on safer road and urban design strategy and serving on numerous governmental advisory boards to advance these efforts.

DRAFT

## Budget

Category	Line Item	Detail	Amount
<b>Personnel</b>	Office of Neighborhood Services (ONS)	1.53 hrs/week × \$45.19/hr × 31 weeks	\$2,143.36
	Manager of Neighborhood Connectivity	5 hrs/week × \$46.29/hr × 52 weeks	\$12,035.40
	Program Coordinator	12 hrs/week × \$40.82/hr × 78 weeks	\$38,207.52
	Streets: Deployment labor (setup & teardown)	\$2,733/deployment (labor, incidentals) 6 deployments	\$16,398.00
	Streets: Deployment maintenance – inspections	\$2,630/deployment (2x/day for 14 days, labor, incidentals) 6 deployments	\$15,780.00
<b>Personnel Subtotal</b>			<b>\$84,564.28</b>
	Marketing and Outreach	Paid digital media campaign	\$16,000.00
		Outreach and education materials	\$12,000.00
		Paid print media	\$6,000.00
	Travel	Registration, travel and accommodations for 2027 Washington Traffic Safety Summit for staff (2)	\$4,600.00
		Travel and accommodations for UC Boulder student presentations April 2025	\$1,250.00
<b>Goods &amp; Services Subtotal</b>			<b>\$39,850.00</b>
<b>Subtotal</b>			<b>\$124,414.28</b>
<b>Overhead (10%)</b>	Administrative & indirect costs	Fiscal management, reporting, and administrative support	<b>\$12,441.43</b>
<b>Total Project Budget</b>			<b>\$136,855.71</b>

## Narrative

### Personnel:

Personnel costs support partial staffing required to plan, coordinate, implement, and evaluate the Emergency Streets Pilot from April 1, 2026 through September 30, 2027. Grant funds cover salary costs only; fringe benefits are supported through existing City resources.

- Office of Neighborhood Services (ONS):
  - 1.53 hrs/week × \$45.19/hr × 31 weeks = \$2,143.36
- Manager of Neighborhood Connectivity:
  - 5 hrs/week × \$46.29/hr × 31 weeks = \$12,035.40
- Program Coordinator:
  - 12 hrs/week × \$40.82/hr × 78 weeks = \$38,207.52
- Streets Department –
  - Deployment Labor: Covers staff time and equipment for field installation and removal of temporary traffic-calming measures.
    - \$16,398.00 for 6 deployments
  - Deployment Maintenance: Supports staff time and equipment use for monitoring, adjusting, and maintaining temporary installations twice daily during the two-week deployment period.
    - \$15,780.00 for 6 deployments

### Goods and Services

The primary goods and services request is primarily to support outreach, education and engagement.

- **Printing and Marketing:** Production of signage, educational materials, surveys, and communications to inform residents, businesses, and roadway users; includes paid digital media campaign. Printed outreach includes an educational flyer in every utility bill (est. \$7,000).
  - \$34,000.00
- **Travel**
  - Washington Traffic Safety Summit 2027 – Funding is requested to cover travel and overnight accommodations for 2 city staff to present pilot results and recommendations.
    - \$4,600.00
  - Additional funding is requested to cover travel and overnight accommodations for the Director of Transportation to meet with collaborators and students at UC Boulder in April 2026.
    - \$1,250.00

**Overhead (10%)**

- Supports administrative and indirect costs including fiscal management, procurement, contract administration, and grant reporting.
  - **\$12,441.43**

**Additional Funding Sources**

- Spokane Regional Health District: Financial support for materials and equipment
- University of Colorado Advancement: CU Foundation Support: Anticipated funding for materials and equipment

DRAFT

## Timeline



## Appendices:

### Survey Sample Questions

#### **Emergency Streets Protocol**

- Have you heard about the Emergency Streets Protocol?
- How did you first learn about Emergency Streets?
- Have you encountered an Emergency Streets traffic-calming (treatment/deployment) while driving?
- Have you encountered an Emergency Streets (treatment/deployment) while walking or biking?
- Before today, were you aware that this street was part of an Emergency Streets traffic calming deployment?
- How clear was the purpose of the Emergency Streets changes?
- In your own words, what do you think the goal of the Emergency Streets pilot is?
- Compared to before the pilot, how safe do you feel using this street?
- Which users do you think benefit the most from the Emergency Streets changes?
- Since the pilot began, how comfortable do you feel doing the following on the street:
  - Walking, crossing the street, biking or rolling, letting children walk or ride, accessing nearby destinations
- How often do you use this street?
  - Daily, few times/week, few times/month, rarely
- How do you use this street?
  - Walk, bike, roll, drive, ride
- Has the emergency streets pilot changed how you use the street?
- Has the pilot affected your ability to access nearby places (home, work, school, business, transit)?
- If access became more difficult, what challenges did you experience?
- Have you noticed any of the following since the pilot began?
- Slower speeds, fewer close calls or conflicts, more people walking or biking, more people spending time outside, quieter street, no noticeable changes
- Do you feel the Emergency Streets pilot reflects the needs of your community?
- Do you feel community members had adequate opportunity to learn about or give input on the pilot?

## **WTSC Sample Questions:**

### **Perception of Risk & Safety**

- Where do you feel least safe when traveling in your community, and why?
- What behaviors concern you most when using local roads? (Select all that apply)
- How serious do you believe speeding is compared to other traffic safety risks?

### **Attitudes & Beliefs About Behavior**

- What do you think causes most people to drive faster than the posted speed?
- Under what circumstances does speeding feel acceptable or necessary?
- How much control do drivers have over distractions inside the vehicle?

### **Self-Reported Behavior (Non-Judgmental Framing)**

- Thinking about your own driving, how often do you find yourself exceeding the speed limit?
- What factors most influence your driving speed? (time pressure, road design, traffic flow, enforcement, etc.)
- What makes it easier or harder for you to avoid distractions while driving?

### **Readiness for Change**

- How open are you to changing your driving habits if it reduced serious injuries or deaths?
- What would make it easier for you to manage your speed or attention while driving?
- Which of the following approaches would you be most willing to support?  
(education, roadway design changes, enforcement, technology, community norms)

### **Values & Norms**

- What responsibilities do drivers have toward people walking, biking, or using mobility devices?
- How should communities balance convenience, speed, and safety?
- What does a “safe street” mean to you?

### **System & Infrastructure Insight**

- Are there locations where the road design makes safe behavior difficult?
- What changes to streets or intersections would most improve safety?
- How well do current speed limits reflect how streets are actually used?

## Citations

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- Washington Traffic Safety Commission. (2024). *Washington 2023 traffic safety annual report*. National Highway Traffic Safety Administration. <https://www.nhtsa.gov/sites/nhtsa.gov/files/2025-01/WA%20FY23%20Annual%20Report-tag.pdf>

## Wicker, Cole

---

**From:** White, Nicole  
**Sent:** Friday, March 6, 2026 8:29 AM  
**To:** Wicker, Cole  
**Subject:** FW: Emergency Streets Project Approval  
**Attachments:** EmergencyStreets\_WTSC\_FundingApp\_DraftV4.pdf

Good morning!

Attached is the proposal we sent to WTSC that was approved.

Below is the most recent updated from the state. We will need to get set up in their contract management program:

[https://wtsc.smartsimple.com/s\\_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZEIxG3Fg&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZEIxGHBg](https://wtsc.smartsimple.com/s_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZEIxG3Fg&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZEIxGHBg)

Would that be something you could help with or would Caleb be a better option?

We are going to set up a meeting for Wed or Thurs next week and will include you both on the invitation.

Happy to do a teams call if that's easier for some of this.

Cheers,

**NICOLE WHITE (SHE/HER)** | CITY OF SPOKANE | CLIMATE RESILIENCE PROGRAM COORDINATOR, OFFICE OF THE MAYOR  
509.625.6308 | [nwhite@spokanecity.org](mailto:nwhite@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

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**From:** Bledsoe, Anthony (WTSC) <abledsoe@wtsc.wa.gov>  
**Sent:** Thursday, March 5, 2026 4:08 PM  
**To:** Snyder, Jon <jsnyder@spokanecity.org>; White, Nicole <nwhite@spokanecity.org>  
**Cc:** Koffel, Janine (WTSC) <jkoffel@wtsc.wa.gov>  
**Subject:** Emergency Streets Project Approval

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Good afternoon,

Good news – NHTSA approved our amendment to add the Emergency Streets pilot project to the FFY26 portfolio. I will work to transfer the great info that Nicole has provided in the proposal into our WEMS grants system. It would be great if we can find some time to meet next week to review the scope of work and get the grant contract out for review/signature.

But, before we do that, it looks like we will need you to register your organization (City of Spokane?) in our WEMS system. Here is the link to add your organization:  
[https://wtsc.smartsimple.com/s\\_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZEIxG3Fg&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZEIxGHBg](https://wtsc.smartsimple.com/s_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZEIxG3Fg&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZEIxGHBg)

Then, you both will want to register as WEMS users under your organization (or just Nicole if she will be managing everything). Here is the link to register as a user:  
[https://wtsc.smartsimple.com/s\\_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZEIxG3Zv&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZEIxG3Fh](https://wtsc.smartsimple.com/s_csignup.jsp?token=XVtQHUUGY19YRhZaXxFUQ1FRZEIxG3Zv&ptoken=XVtQC1oGY19YRhZaXxFUQ1FRZEIxG3Fh)

Please note that the organization must be registered before you register yourself as a user.

What days/times might work best to meet next week? Wednesday or Thursday morning would work best for me and would give me time to start drafting the scope of work in the system and will give you time to register in WEMS.

Please let me know if you have any questions. I am looking forward to getting this off the ground!

Appreciatively,

Tony

**Anthony Bledsoe, MHPA**  
*Program Manager | He, Him, His*  
**Phone:** (360) 725-9867  
**Email:** [abledsoe@wtsc.wa.gov](mailto:abledsoe@wtsc.wa.gov)  
**Web:** [www.wtsc.wa.gov](http://www.wtsc.wa.gov)  
**PO BOX:** PO Box 40944, Olympia, WA 98504



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026

		<b>Date Rec'd</b>	3/17/2026
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	ACCOUNTING	<b>Bid #</b>	
<b>Contact Name/Phone</b>	JERRALL 625.6729	<b>Requisition #</b>	
<b>Contact E-Mail</b>	JHAYNES@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON PDILLON		
<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>	ACCEPTANCE OF WA COMMERCE PARTICIPATORY BUDGET GRANT		

**Agenda Wording**

Requesting permission to accept the WA Department of Commerce Participatory Budget Grant

**Summary (Background)**

This grant will Implement a community participatory budgeting (PB) process encouraging residents to identify projects that will benefit their neighborhoods. Participatory budgeting allows community members to directly propose, develop, and vote on projects funded through a designated public budget. The goal of this project is to create an inclusive, transparent, and equitable decision-making process that prioritizes participation from historically underrepresented communities.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? NO			
Total Cost	\$ 650,000		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
This grant will cover staff time and benefits, community engagement, and program administration. The allocations are: \$160,500 in salary, \$60,990 in benefits, \$413,510 in contractual services, and \$15,000 in indirect support.			
<b>Amount</b>			
<b>Budget Account</b>			
Revenue	\$ (650,000)	# 1330-95668-99999-33442-99999	
Expense	\$ 650,000	# 1330-95668-58900-Various-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> Recurring			
<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>Additional Approvals</b>	
<b>Dept Head</b>	STRATTON, JESSICA	<b>ACCOUNTING -</b>	DUFFEY, ANDREW
<b>Division Director</b>	STRATTON, JESSICA		
<b>Accounting Manager</b>	DUFFEY, ANDREW		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
cstanton@spokanecity.org		sbrown@spokanecity.org	
jstratton@spokanecity.org			



**Interagency Agreement with**

**City of Spokane**

Energy Division

**Contract Number:  
26-95601-002**

For

**Community Participatory Budgeting**

**Dated:** Wednesday, April 1, 2026

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## Face Sheet

Contract Number: 26-95601-002

### Energy Division, Energy Programs in Communities Unit Community Participatory Budgeting

<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> Alexander Scott City Administrator 509-625-6774 ascott@spokanecity.org		<b>4. COMMERCE Representative</b> Michele Lefebvre Program Manager 360-725-5011 Michele.lefebvre@commerce.wa.gov <div style="float: right; text-align: right;">                     P.O. Box 42525                      1011 Plum St                      Olympia, WA 98504-2525                 </div>	
<b>5. Contract Amount</b> \$650,000	<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> 4/1/2026	<b>8. End Date</b> June 30, 2027, if funds are not reappropriated; (), contingent on reappropriation.
<b>9. Federal Funds (as applicable)</b> Not applicable		<b>Federal Agency:</b> Not applicable	
<b>10. Tax ID #</b> 91-6001280		<b>11. SWV #</b> SWV0003387-12	<b>12. UBI #</b> 328-013-877
<b>14. Award Method</b> <input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> Competitive		<b>NOFO/RFX #</b> N/A	<b>Proviso #</b> Choose an item.5195.S.PL Section 1029
<b>15. Contract Purpose</b> Implement a community participatory budgeting (PB) process encouraging residents to identify projects that will benefit their neighborhoods. Participatory budgeting allows community members to directly propose, develop, and vote on projects funded through a designated public budget. The goal of this project is to create an inclusive, transparent, and equitable decision-making process that prioritizes participation from historically underrepresented communities.			
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, Attachment "B" – Budget, Attachment "C" –Reporting, Attachment "D" – Proviso.			
<b>FOR CONTRACTOR</b>  _____ Alexander Scott, City Administrator  _____ Date		<b>FOR COMMERCE</b>  _____ Jennifer Grove, Assistant Director, Energy  _____ 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

If 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 [PROGRAM NAME / GRANT / ETC.] 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 \$650,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

#### Expenses

Grantee shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$650,000 which amount is included in the Grant total above.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

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

COMMERCE will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Grant Number 26-95601-002.

If applicable, Grantee must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Grantee's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

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

If sub granting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

### Duplication of Billed Costs

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

### Disallowed Costs

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

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

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

**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. MILESTONE PAYMENT**

COMMERCE shall compensate the Contractor in accordance with the amounts specified in Attachment B upon the acceptance of the full completion of each milestone as defined in Attachment A. Full milestone completion means COMMERCE's determination of the Contractor's completion of all deliverables associated with the applicable milestone and the submission of a detailed invoice in accordance with Special Term and Condition #5 Billing Procedures and Payment.

COMMERCE shall have no obligation to make any payment until all deliverables within a given milestone are demonstrated to be complete to COMMERCE's satisfaction.

The parties acknowledge if one or more deliverables within a milestone are delayed by more than three (3) months due to circumstances beyond the Contractor's control, COMMERCE may, in its sole discretion, enter into negotiations with the Contractor to determine whether partial payment may be made for the completed deliverables within that milestone.

**10. PREVAILING WAGE LAW**

The contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

**11. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology

and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

## **12. REDUCTION IN FUNDS**

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

## **13. REAPPROPRIATION**

- A.** The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B.** In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

## **14. 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
- Attachment D – Proviso
- Special Terms and Conditions

- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Attachment D - Proviso

# 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.

## **Attachment A: Scope of Work**

The City of Spokane intends to implement a community participatory budgeting (PB) process focused on engaging residents in identifying and selecting projects that will benefit their neighborhoods. Participatory budgeting allows community members to directly propose, develop, and vote on projects funded through a designated public budget. The goal of this project is to create an inclusive, transparent, and equitable decision-making process that prioritizes participation from historically underrepresented communities.

**Project Management and Coordination:** The City of Spokane will manage the overall implementation of the participatory budgeting process and coordinate regularly with all staff, contractors, and community groups. Responsibilities include maintaining a workplan, coordinating project staff, managing communications related to the process, and ensuring that activities occur in alignment with the City's goals for inclusive community engagement. The City will hire and/or designate a Project Manager who will serve as the primary contact for the City and oversee implementation of all project activities.

**Steering Committee Support:** The City of Spokane will recruit and convene a community Steering Committee that reflects the diversity of the participating neighborhood and includes representation from communities that may experience barriers to civic participation. The Steering Committee will help guide the design and implementation of the participatory budgeting process. The City will organize and facilitate Steering Committee meetings, prepare meeting materials, and coordinate interpretation or other accessibility supports as needed. The Steering Committee will help establish shared goals and values for the process, identify project eligibility guidelines, determine who can participate in the process, and provide input on outreach strategies and voting procedures.

**Outreach and Community Engagement:** The City of Spokane will develop and implement an outreach and engagement strategy designed to ensure broad community awareness and participation in the participatory budgeting process. Outreach activities may include partnerships with community organizations, presentations at community events, multilingual communications, social media and digital outreach, and distribution of printed materials. Outreach efforts should prioritize reaching community members who may face barriers to participation.

**Idea Collection and Website:** The City of Spokane will coordinate a community idea collection process that allows residents to submit ideas for projects that could improve the neighborhood. As part of this process, the City will develop and maintain a participatory budgeting website that serves as a central hub for the project. The website will provide information about the participatory budgeting process, timelines, eligibility guidelines, and opportunities for community participation. It will also allow residents to submit project ideas online and review ideas submitted by others. The website will also support the voting phase of the budgeting process by providing accessible information about the final project proposals and directing residents to available voting opportunities.

**Proposal Development:** Following idea collection, the City of Spokane will convene and support Budget Delegates who will help review ideas and develop feasible project proposals. Budget Delegates may include residents, community partners, or individuals with subject matter expertise. The City will facilitate meetings between Budget Delegates and relevant City departments to assess project feasibility, refine proposals, and develop cost estimates. The final proposals will be prepared for presentation to the community during the voting phase.

**Community Voting:** The City of Spokane will coordinate the community voting process through which residents select the projects to be funded. Responsibilities include preparing voting materials that describe the project proposals, supporting community education about the proposals, and organizing accessible voting opportunities. Voting may occur through a combination of in-person and digital methods. The City will help ensure that voting opportunities are accessible and inclusive, including providing interpretation or translation resources when needed.

**Documentation and Process Evaluation:** The City of Spokane will maintain records of outreach activities, meetings, participation levels, and other key components of the participatory budgeting process. At the conclusion of the cycle, the City will facilitate a discussion with the Steering Committee to reflect on the process and identify lessons learned that may help inform future participatory budgeting efforts.

## Attachment B: Budget

All funding is subject to continued legislative authorization and re-appropriation where applicable.

Milestone	Deliverable(s)	Deliverable Description/Documentation	Expected Completion Date	Percent of Grant	Deliverable Total	Total Amount of Grant
<b>A. Design the Process</b>			June 2026	25%	\$ 162,500	\$ 650,000
	Hire Project Manager	Provide copy of signed Project Manager job description				
	Hire Outreach Coordinator	Provide copy of signed Outreach Coordinator job description				
	Steering Committee	Copy of steering committee meeting notifications, sign-in list and agenda				
	Conflict of Interest	Steering Committee members sign conflict of interest forms				
	Facilitator	Decide who will be facilitating the steering committee meetings				
<b>B. Idea Collection</b>			September 2026	25%	\$ 162,500	\$ 650,000
	Community Engagement	Copy of flyers/poster announcing meeting, copy of attendance lists, summary of meeting				
	Training contract with PBP	Copy of contract				
	Contract with community partners	Copy of contract(s)				
	Advertising	Copy of flyers, posters, public service announcements, website link				
	Translation	Copy of translated materials				
	Incentives	Community participation incentives				

<b>C. Proposal Development</b>			February 2027	25%	\$ 162,500	\$ 650,000
	Project Feasibility selection	Copy of meeting sign-in sheets and summaries of each meeting				
	Selection	Copy of screening matrix and list of selected awardees				
	Review	Commerce administrative review of selected proposals				
	Prepare	Preparation for community voting event				
<b>D. Vote, Award, Community notification</b>			April 2027	15%	\$ 97,500	\$ 650,000
	Vote	Invoice of voting				
	Selection	Copy of notification sent to awardees and notification to community				
<b>E. Closeout &amp; Future Planning</b>			May 2027	10%	\$ 65,000	\$ 650,000
	Final Evaluation	Steering committee members, and those involved reflect on the process and evaluate what worked well, what could be improved. Evaluators analyze data and report to group.				
			<b>14 Months</b>	<b>100%</b>	<b>\$650,000</b>	<b>\$ 650,000</b>

## **Attachment C: Reporting**

### **Quarterly Reports**

The Grantee must submit quarterly written reports to COMMERCE, using the report form provided by COMMERCE, no later than fifteen (15) days after the end of each quarter. Each report must include:

1. A narrative summarizing project activities, risks and issues identified or mitigated, and lessons learned.
2. A description of milestones completed during the quarter and milestones anticipated in the next quarter.

### **Periodic Reporting**

The Grantee may be required to provide additional information or metrics necessary to satisfy reporting requirements of the capital budget proviso, the legislature, the governor's office, or COMMERCE. Such requirements may include, but are not limited to, information needed to comply with the Climate Commitment Act (CCA) (*RCW 70A.65*), the Healthy Environment for All (HEAL) Act (*RCW 70A.02*), or other current or future statutory or policy reporting obligations.

### **Final Report and Fact Sheet**

A final report and fact sheet must be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

### **Quarterly Reports Submission Deadlines**

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

## Attachment D: Proviso

### 25-27 Community Participatory Budgeting

NEW SECTION. Sec. 1029. FOR THE DEPARTMENT OF COMMERCE

2025-27 Community Participatory Budgeting (40000829)

The appropriation in this section is subject to the following conditions and limitations:

(1) The appropriation in this section is provided solely for the department to develop and administer a participatory, community driven, noncompetitive grant program to identify and fund either decarbonization or resiliency projects, or both, that benefit overburdened communities as defined in RCW 70A.02.010.

(2)(a) \$2,800,000 of the appropriation is provided solely for the department, in consultation with the environmental justice council created in RCW 70A.02.110, to engage with at least two of the six overburdened communities identified by the department of health under section 222(124), chapter 376, Laws of 2024.

(b) The department must develop a participatory, community-driven process for identifying projects that mitigate the disproportional impacts of climate change on overburdened communities. The process must allow for full community engagement.

(3) \$5,500,000 of the appropriation is provided solely for the department to provide grants for projects identified pursuant to subsection (2) of this section.

(4) The department shall submit a report to the governor and appropriate committees of the legislature by June 30, 2027, including the work performed in subsections (2) and (3) of this section and summarizing its progress in granting funding through the participatory budgeting process.

(5) The department may use up to three percent of amounts appropriated in this section for administrative expenses.

Appropriation:

Air Quality and Health Disparities Improvement Account—State	\$8,300,000
Prior Biennia (Expenditures)	\$0
Future Biennia (Projected Costs)	\$0
TOTAL	\$8,300,000

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026

<b>Date Rec'd</b>		3/16/2026	
<b>Clerk's File #</b>		OPR 2022-0481	
<b>Cross Ref #</b>			
<b>Project #</b>			
<b>Submitting Dept</b>	CITY ATTORNEY	<b>Bid #</b>	
<b>Contact Name/Phone</b>	MICHAEL 6237	<b>Requisition #</b>	CR28472
<b>Contact E-Mail</b>	MPICCOLO@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<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>	OUTSIDE COUNSEL CONTRACT AMENDMENT		

**Agenda Wording**

Contract Amendment for Summit Law Group, Seattle, WA, as outside legal counsel assisting the City in Labor Negotiations and HR advice. This amendment will increase the contract by \$100,000 for a total contract amount of \$550,000, which dates back to 2022.

**Summary (Background)**

The City has been in collective bargaining in 2026 with Local 29, Local 270 and anticipates collective bargaining with M&P A and B and the Spokane Police Guild and Lieutenants and Captains Association later this year, as well as other labor matters to address including a number of grievances and unfair labor practice complaints. While staff from HR and Legal will also be involved in these proceedings, special counsel from Summit Law Group is necessary.

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	YES
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 100,000	# 0020-88100-18900-54105-99999
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	PICCOLO, MIKE
<b>Division Director</b>	
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b>Distribution List</b>	
johnh@summitlaw.com	mpiccolo@spokanecity.org
sdhansen@spokanecity.org	ywang@spokanecity.org



City of Spokane  
**CONTRACT AMENDMENT**  
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **SUMMIT LAW GROUP, PLLC** whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on January 1, 2026.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)**.

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

**SUMMIT LAW GROUP, PLLC**

**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

26-064



< Business Lookup

## License Information:

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

**Entity name:** SUMMIT LAW GROUP, PLLC

**Business name:** SUMMIT LAW GROUP, P.L.L.C.

**Entity type:** [Professional Limited Liability Company](#)

**UBI #:** 601-773-208

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 315 5TH AVE S STE 1000  
SEATTLE WA 98104-2682

**Mailing address:** 315 5TH AVE S STE 1000  
SEATTLE WA 98104-2682



**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Bainbridge Island General Business - Non-Resident</a>	41410			Active	Feb-28-2027	Sep-24-2007
<a href="#">Bellingham General Business</a>	023960			Active		Apr-12-1999
<a href="#">Bremerton General Business - Non-Resident</a>	29121			Active	Feb-28-2027	Jan-01-2011
<a href="#">Burien General Business - Non-Resident</a>				Active	Feb-28-2027	Feb-10-2025
<a href="#">Burlington General Business - Non-Resident</a>	10352			Active	Feb-28-2027	Apr-10-2019

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Issaquah General Business - Non-Resident</a>				Active	Feb-28-2027	Jun-28-2018



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2027	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2027	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2027	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2027	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2027	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2027	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2027	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2027	Nov-07-2023

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



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**Owners and officers****Title**

---

ANGER, KRISTIN D

DANELO, ADA

DIXON, HEATH

STODDARD, KRISTIN

YOUNKER, RODNEY B

---

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:  
3/10/2026 9:51:15 AM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026

		<b>Date Rec'd</b>	3/16/2026
		<b>Clerk's File #</b>	OPR 2025-0272
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	CITY ATTORNEY	<b>Bid #</b>	
<b>Contact Name/Phone</b>	LYNDEN 6283	<b>Requisition #</b>	PAID VIA CLAIMS
<b>Contact E-Mail</b>	LSMITHSON@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<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>	OUTSIDE COUNSEL CONTRACT AMENDMENT		

**Agenda Wording**

Contract amendment with Keating, Bucklin & McCormack, Inc., P.S., Seattle, WA, as Outside Counsel providing legal services regarding the matter of Andrei Johnson v. City of Spokane, et. al. This amendment will increase the contract by \$75,000 for a contract total of \$175,000.

**Summary (Background)**

Plaintiff alleges civil rights violation, excessive force, ADA violation, assault and battery, negligence and gross negligence, intentional infliction of emotional distress due to SPD K9 contact.

**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**





City of Spokane  
**CONTRACT AMENDMENT**  
**OUTSIDE COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of **Andrei Johnson v. City of Spokane, et. al.**, and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract dated March 21, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on January 1, 2026.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants

contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**KEATING, BUCKLIN & MCCORMACK,  
INC., P.S.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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



STATE OF WASHINGTON

# BUSINESS LICENSE

Professional Service Corporation

KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.  
STE 1580  
1201 3RD AVE  
SEATTLE WA 98101-3009

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Jan 02, 2026  
Unified Business ID #: 600221771  
Business ID #: 001  
Location: 0001  
Expires: Aug 31, 2026

### CITY/COUNTY ENDORSEMENTS:

ISSAQUAH GENERAL BUSINESS - NON-RESIDENT (EXPIRES 12/31/2026) - ACTIVE  
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12110036BUS (EXPIRES 12/31/2026) - ACTIVE  
SNOQUALMIE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

### LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

*John Ryser*  
Director, Department of Revenue

UBI: 600221771 001 0001

STATE OF WASHINGTON

Expires: Aug 31, 2026

KEATING, BUCKLIN, AND  
MCCORMACK, INC., P.S.  
STE 1580  
1201 3RD AVE  
SEATTLE WA 98101-3009

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
ISSAQUAH GENERAL BUSINESS -  
NON-RESIDENT (EXPIRES  
12/31/2026) - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT #T12110036BUS  
(EXPIRES 12/31/2026) - ACTIVE  
SNOQUALMIE GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE

*John Ryser*  
Director, Department of Revenue



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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## **SECTION I – ADDITIONAL INSURED PROVISIONS**

### **A. Automatic Additional Insured Provisions Including Primary and Non-contributory:**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization described in paragraphs **4.a** through **4.g.** below, whom you agree to add as an Additional Insured.
2. However, the insurance afforded to such Additional Insured described below:
  - a. Only applies to the extent permitted by law.
  - b. Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.
  - c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.
  - d. Will not be broader than coverage provided to any other insured.
  - e. Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
  - f. Does not apply to any person or organization included as an insured by

another endorsement issued by us and made part of this Coverage Part.

3. The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:
  - a. Required by the applicable written contract, agreement or permit, if any; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.

#### 4. Additional Insureds

The following persons or organizations qualify as additional insureds under this endorsement:

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

##### a. Broad Form Vendors

- (1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- (2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspection, adjustments, tests or

servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained within the exclusion in paragraphs (d) or (f) above; or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (i) “Bodily injury” or “property damage” arising out of an “occurrence” that took place before you have signed the contract or agreement with the vendor.
- (j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

##### b. Co-owner of Insured Premises

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

##### c. Controlling Interest

Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Mortgagee, Assignee, or Receiver**

Any mortgagee, assignee or receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**e. Grantor of Franchise**

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

**f. Lessor of Leased Equipment**

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any "occurrence" that takes place after the equipment lease expires.

**g. Manager or Lessor of Premises**

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in the premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

**B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory, 4. Additional Insureds**, paragraphs **a.** through **g.** above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- a. Premises you own, rent, lease or occupy;
- b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;
- c. "Your work" included in the "products-completed operations hazard", but only if:
  - (1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and
  - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

2. The insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law.
- b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.
- c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.
- d. Does not apply if the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
- e. Will not be broader than coverage provided to any other insured.
- f. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
- h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- i. Does not apply to any lessor of equipment after the equipment lease expires.
- j. Does not apply to any:
  - (1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
  - (2) Managers or lessors of premises if:
    - (a) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
    - (b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- k. Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

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

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

- 1. Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**, paragraph 1. or

- 2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

## SECTION II – COVERAGE EXTENSIONS

### A. Supplementary Payments Extension

#### SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraph 1. is replaced by the following:

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

### B. Alienated Premises

#### SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**C. Broad Form – Property Damage Legal Liability (Damage to Premises Rented to You)**

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. **SECTION III – LIMITS OF INSURANCE**, paragraph **6.** is replaced by the following:

6. The Damage to Premises Rented to You – Any One Premises Limit is the most we will pay for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You – Any One Premises Limit:

- a. Is not subject to the General Aggregate Limit described in **SECTION III – LIMITS OF INSURANCE, 2. General Aggregate Limit**; and
- b. Is not subject to the Each Occurrence Limit described in **SECTION III – LIMITS OF INSURANCE, 5. Each Occurrence Limit**.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance**, paragraph **(a)(ii)** is replaced by the following:

(ii) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. **SECTION V – DEFINITIONS, 9. "Insured contract"**, paragraph **a.** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

**D. Broad Form Property Damage – Borrowed Equipment, Customers' Goods, Use of Elevators**

1. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers' goods" while on your premises.

Paragraphs **(3), (4)** and **(6)** do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

1. "Customers' goods" means property of your customer(s) on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

**E. Incidental Malpractice – Employed Nurses, EMT's and Paramedics**

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS, A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

**F. Personal and Advertising Injury – Broad Form**

1. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, e. Contractual Liability** is deleted.

2. **SECTION V – DEFINITIONS, 14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

**b.** Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS, 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

#### **G. Product Recall Expense**

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, n. Recall of Products, Work or Impaired Property** is replaced by the following:

**n. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

2. The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **3.b.:**

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE:**

#### **Product Recall Expense Limits of Insurance**

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn or recalled.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

**4. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY**

**CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- 5. For the purpose of this endorsement, the following definitions are added to SECTION V – DEFINITIONS:**
- 1. "Covered recall" means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or is reasonably expected to result in "bodily injury" or "property damage".
  - 2. "Product recall expense(s)" means:
    - a. Necessary and reasonable expenses for:
      - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
      - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
      - (3) Remuneration paid to your regular "employees" for necessary overtime;
      - (4) Hiring additional persons, other than your regular "employees";
      - (5) Expenses incurred by "employees" including transportation and accommodations;
      - (6) Expenses to rent additional warehouse or storage space;
      - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or

disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".

- 6. This Product Recall Expense Coverage does not apply:

- a. If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- b. To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements.

#### H. Who is an Insured Amended

- 1. **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional services.

- 2. **Insured Employee Extension**

The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)**:

With respect to "bodily injury" only, the limitations above do not apply to your "employees" as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

- 3. **Who is an Insured – Subsidiaries**

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

##### **Subsidiaries**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- c. Before you maintained an ownership interest or more than 50% in such subsidiary; or

- d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

#### 4. **Newly Acquired or Formed Organizations – 180 Days**

**SECTION II – WHO IS AN INSURED**, paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### I. **Limits of Insurance Amended**

##### **General Aggregate Limits of Insurance Per Location**

The following is added to **SECTION III – LIMITS OF INSURANCE**:

A separate Location General Aggregate Limit applies to each "location" owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply.

However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**J. Blanket Waiver of Subrogation**

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”.

This condition does not apply to Medical Expenses Coverage.

**K. Unintentional Failure to Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is replaced by the following:

**6. Representations**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**L. Unintentional Failure to Notify/Knowledge of an Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph a.:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an “occurrence”, offense, claim or “suit”, solely due to your reasonable and documented belief that the “bodily injury”, “property damage” or “personal and advertising injury” is not covered under this Coverage Part.

Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” of the insured knows about such “occurrence” or offense. Failure of an agent or “employee” of the insured, other than an “executive officer” of the insured, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.

**M. Medical Payments – Three Years to Report**

**SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 1. Insuring Agreement, paragraph a.(3)(b)** is replaced by the following:

**(b)** The expenses are incurred and reported to us within three years of the date of the accident; and

**SECTION III – ADDITIONAL CONDITIONS**

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**A. Liberalization**

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

**B. Concealment, Misrepresentation or Fraud**

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

**C. Insurance Under Two or More Coverages**

It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, “suit”, “occurrence”, offense, accident, “wrongful act” or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, “suit”, occurrence, offense, accident, “wrongful act” or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

**SECTION IV – EXCLUSIONS**

**A.** The following are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY, 2. Exclusions:**

**Access Or Disclosure Of Confidential Or Personal Material Or Information**

Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including:

- (1) Patents, trade secrets, processing methods, customer lists;
- (2) Financial information, credit card information;
- (3) Health information, biometric information; or
- (4) Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

### **Aircraft Products, Grounding and Testing**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - (a) "Aircraft products" or reliance upon any representation or warranty made with such product;
  - (b) The "grounding" of any aircraft; or
  - (c) The "testing" of any aircraft.
- (2) For purposes of this Exclusion, the following definitions apply:
  - (a) "Aircraft Products" means:
    - (i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;
    - (ii) Aircraft and any ground support or control equipment used in connection therewith;
    - (iii) Any product provided by the insured and installed or used in connection with any aircraft;
    - (iv) Any tooling used in respect to any aircraft;
    - (v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;
    - (vi) Any advice, service or labor supplied with any aircraft; or
    - (vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.

- (b) "Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:
  - (i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or
  - (ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

"Grounding" shall be deemed to commence on the date of an "occurrence" which discloses the necessity of "grounding" or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

- (c) "Testing" means examination, observation, evaluation or measuring of the performance of "aircraft products", while either in the air or on the ground.

### **Cyber Content Incident**

"Bodily injury", "property damage" or "personal and advertising injury" caused by, arising out of or as a consequence of a "cyber content incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber content incident".

### **Cyber Incident Exclusion**

"Bodily injury", "property damage" or "personal and advertising injury" caused by, arising out of or as a consequence of a "cyber incident". This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

### **Professional Services**

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

- (1) By any insured; or
- (2) On behalf of any insured; or
- (3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

- (4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;
- (5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (6) Supervisory, inspection or engineering services;
- (7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;
- (8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Services in the practice of pharmacy;
- (11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

#### **Unmanned Aircraft**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This paragraph applies even if the claims against any insured allege negligence or other

wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph does not apply to:

- (a) The use of another's advertising idea in your "advertisement"; or
  - (b) Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- (2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:  
"Unmanned aircraft" means an aircraft that is not:
- (a) Designed;
  - (b) Manufactured; or
  - (c) Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.

#### **Violation Of Law Addressing Data Privacy**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
  - (b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
- (2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in paragraph (1) above, including but

not limited to the European Union's General Data Protection Regulation.

**B. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 2. Exclusions:**

**Nuclear Energy Liability**

**(1) "Bodily injury" or "property damage":**

**(a)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

**(b)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

**(i)** Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

**(ii)** The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**(2) Under COVERAGE C – MEDICAL PAYMENTS**, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

**(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:**

**(a)** The "nuclear material":

**(i)** Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

**(ii)** Has been discharged or dispersed therefrom;

**(b)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed,

stored, transported or disposed of by or on behalf of an insured; or

**(c)** The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**(4)** As used in this exclusion:

**(a)** "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

**(b)** "Hazardous properties" include radioactive, toxic or explosive properties;

**(c)** "Nuclear facility" means:

**(i)** Any "nuclear reactor";

**(ii)** Any equipment or device designed or used for:

**1)** Separating the isotopes of uranium or plutonium;

**2)** Processing or utilizing "spent fuel"; or

**3)** Handling, processing or packaging "waste";

**(iii)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(iv)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

**(d)** "Nuclear material" means "source material", "special nuclear material" or "by-product material";

**(e)** "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

- (f) "Property damage" includes all forms of radioactive contamination of property.
- (g) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (h) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (j) "Waste" means any waste material:
  - (i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
  - (ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (i) and (ii) of the definition of "nuclear facility".

### C. Amended Exclusion With Coverage Extension

#### SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft is replaced by the following:

##### g. Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This paragraph **g.** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph **g.** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 51 feet long; and

- (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned-aircraft") or watercraft; or
- (e) "Bodily injury" or "property damage" arising out of:
  - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
  - (ii) The operation of any of the following machinery or equipment:
    - 1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - 2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- (f) An aircraft (other than "unmanned aircraft") that is:
  - (i) Chartered by, loaned to, or hired by you with a paid crew; and
  - (ii) Not owned by any insured.

### SECTION V – AMENDED DEFINITIONS

- #### A. SECTION V – DEFINITIONS, 3. "Bodily injury", 16. "Products – completed operations hazard", and 17. "Property damage" are replaced by the following:
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
  16. "Products – completed operations hazard":
    - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

## SECTION VI – ADDITIONAL DEFINITIONS

A. The following definitions are added to **SECTION V – DEFINITIONS**:

- 1. "Cyber content" means the electronic display, electronic transmission or electronic dissemination of information through any network or through an insured's system, including through email or an insured's internet website.
- 2. "Cyber content incident" means the alleged or actual unintentional and unauthorized:
  - a. Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;
  - b. Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;
  - c. Invasion or interference with the right of publicity including name, persona, voice or likeness; or
  - d. Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;
 

resulting directly from "cyber content" of the insured entity.
- 3. "Cyber incident" means any:
  - a. Unauthorized access to or use of any computer system;
  - b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation;
  - c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or
  - d. Alleged or actual unintentional and unauthorized:

- (1) Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;
- (2) Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;
- (3) Invasion or interference with the right of publicity including name, persona, voice or likeness; or
- (4) Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;  
resulting directly from "cyber content" of the insured entity.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/23/2026**Committee Agenda type:** Consent**Council Meeting Date:** 04/13/2026

<b>Date Rec'd</b>		3/16/2026	
<b>Clerk's File #</b>			
<b>Cross Ref #</b>			
<b>Project #</b>			
<b>Submitting Dept</b>	CITY ATTORNEY	<b>Bid #</b>	
<b>Contact Name/Phone</b>	LYNDEN 6283	<b>Requisition #</b>	PAID VIA CLAIMS
<b>Contact E-Mail</b>	LSMITHSON@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>	SETTLEMENT RESOLUTION		

**Agenda Wording**

Settlement Resolution with Kiemle Hagood on behalf of 6th and Washington LLC, in the amount of \$68,156.90.

**Summary (Background)**

A claim for damages was filed with the City of Spokane arising from a water main break at 307 West 6th Avenue on or about December 16, 2025. A medical building sustained flood damage and the City has agreed to reimburse the property owner.

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	YES
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 68,156.90	# Risk - Claims
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	PICCOLO, MIKE
<b>Division Director</b>	
<b>Accounting Manager</b>	BUSTOS, KIM
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b>Distribution List</b>	
lsmithson@spokanecity.org	Zach.Ray@us.davies-group.com
fspring@spokanecity.org	ddaniels@spokanecity.org
mdean@spokanecity.org	

Resolution No. \_\_\_\_\_

RESOLUTION RE SETTLEMENT  
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Kiemle Hagood on behalf of 6<sup>th</sup> and Washington LLC (“Claimant”) on January 28, 2026, arising out of damages resulting from a water main break in the area on or about December 16, 2025, in the City of Spokane, as more fully described in its 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 SIXTY-EIGHT THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND 90/100 CENTS (\$68,156.90).

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 SIXTY-EIGHT THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND 90/100 CENTS (\$68,156.90), 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 \_\_\_\_\_, 2026.

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

Approved as to form:

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