

THE CITY OF SPOKANE CITY COUNCIL PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY COMMITTEE



AGENDA FOR 12:00 P.M. MONDAY, JANUARY 12, 2026

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **12:00 PM January 12, 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 #2499 426 9891; 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 Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 2nd 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/ppdRDj8FuXoYDkSy8>

AGENDA

· Call to Order

· Discussion Items

1. PUBLIC WORKS MONTHLY DIRECTOR'S REPORT FOR JANUARY 2026 - MARLENE FEIST (10 minutes)
2. TRANSPORTATION DIRECTOR'S MONTHLY REPORT FOR JANUARY 2026 - JON SNYDER (5 minutes)
3. UPDATE ON SPOKANE FALLS BOULEVARD REBUILD - KEVIN PICANCO (10 minutes)
4. SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – JANUARY 2026 - ALLISON ADAM (5 minutes)
5. CONSTRUCTION MANAGEMENT ON CALL SERVICES - ADDITIONAL FUNDS - DAN BULLER (5 minutes)
6. 0680 - 1970 SOLE SOURCE RESOLUTION & CONTRACT READY REBOUND - JASON NECHANICKY (5 minutes)
7. 5100 - PURCHASE OF 2 ELECTRIC VEHICLES FOR DEVELOPMENT SERVICES - RICK GIDDINGS (5 minutes)
8. 5100 - PURCHASE OF 8 REFUSE TRUCKS FOR SOLID WASTE COLLECTIONS - RICK GIDDINGS (5 minutes)
9. COUNCIL STAFF, BOARD & COMMISSION UPDATES - KITTY KLITZKE (5 minutes)

· Consent Items

1. 5300 PMWEB, INC (INFORMATION TECHNOLOGY)
2. AMENDMENT/EXTENSION OF GRANICUS GOVQA PUBLIC RECORDS REQUEST PLATFORM (INFORMATION TECHNOLOGY)
3. AMENDING 2026 TRANSPORTATION IMPACT FEE SCHEDULE (INTEGRATED CAPITAL MANAGEMENT)
4. 0500 RESOLUTION REGARDING THE ADOPTION OF THE AGREED ORDER WITH WASHINGTON STATE DEPARTMENT OF ECOLOGY (CITY ATTORNEY)
5. 4320 ORDINANCE AMENDMENT SMC 13.03A (WASTEWATER MANAGEMENT)

6. CONSENT TO AMEND EVERGREEN STORMH2O CONTRACT OPR 2023-1125 TO INCREASE THE TOTAL BUDGET BY AN ADDITIONAL \$38,907 (WASTEWATER MANAGEMENT)
7. SPECIAL BUDGET ORDINANCE – FY25 DOJ COPS HIRING GRANT FUNDING (POLICE)
8. PURCHASE OF 2 IRRIGATION TRUCKS FOR THE WATER DEPARTMENT (FLEET SERVICES)
9. CONTRACT RENEWAL FOR ANNUAL HVAC SERVICES - MCKINSTRY CO., LLC (SOLID WASTE DISPOSAL)
10. CONTRACT RENEWAL FOR INSULATION SERVICES - BRANDSAFWAY SERVICES, LLC (SOLID WASTE DISPOSAL)
11. CONTRACT RENEWAL FOR LANDFILL GROUNDWATER MONITORING SERVICES - JACOBS ENGINEERING GROUP, INC. (SOLID WASTE DISPOSAL)

- **Public Testimony**

- **Executive Session**

Executive Session may be held or reconvened during any Public Infrastructure, Environment & Sustainability Committee meeting.

- **Adjournment**

- **Next Meeting**

Next Public Infrastructure, Environment & Sustainability Committee

The next meeting will be held at the regular date and time of **12:00 PM. February 9, 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. 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: PIES **Date:** 01/12/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	1/5/2026
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS	Bid #
------------------------	--------------	--------------

Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**
Contact E-Mail	MFEIST@SPOKANE CITY.ORG	
Agenda Item Type	Information Only - Committee	
Council Sponsor(s)	KKLITZKE	
Sponsoring at Administrators Request	NO	
Lease? NO	**Grant Related?** NO	**Public Works?**
Agenda Item Name	PUBLIC WORKS MONTHLY DIRECTOR'S REPORT FOR JANUARY 2026	

Agenda Wording

Monthly presentation of highlights and upcoming work from the City of Spokane Public Works Department to keep Council apprised.

Summary (Background)

The Public Works Division serves the community by providing high-quality, environmentally responsible services and infrastructure that protect the public health, maintain public investment and support affordability. This involves providing essential infrastructure like roads, bridges, and water systems, as well as, managing essential service like waste management, garbage and recycling.

What impacts would the proposal have on historically excluded communities?

The Public Works Division services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute investment throughout the community and to respond to gaps in services identified in various City plans.

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 Public Works Division follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

The Public Works Division work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

mfeist@spokanecity.org caverty@spokanecity.org

mmarroquin@spokanecity.org



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Information Only

Council Meeting Date:

Submitting Dept	INTEGRATED CAPITAL	Date Rec'd	1/6/2026
Contact Name/Phone	KEVIN PICANCO 509-625-6088	Clerk's File #	
Contact E-Mail	KPICANCO@SPOKANE CITY.ORG	Cross Ref #	
Agenda Item Type	Information Only - Committee	Project #	
Council Sponsor(s)	BWILKERSON KKLITZKE	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works?	
Agenda Item Name	UPDATE ON SPOKANE FALLS BOULEVARD REBUILD		

Agenda Wording

Update on planning and outreach on Spokane Falls Boulevard rebuild from Post to Division Street.

Summary (Background)

Integrated Capital Management is conducting a study to evaluate reconstruction alternatives for Spokane Falls Boulevard, from Post Street to Division Street. Spokane Falls Boulevard needs to be rehabilitated because of aging pavement underground infrastructure. This project will be the latest effort to update infrastructure in the downtown core. The study also looks at improvements within the downtown corridor, including adding bike and pedestrian routes, increasing on-street parking, enhancing business frontages, and reconfiguring traffic. One possible traffic change under consideration is converting the eastern segment (Washington Street to Division Street) to two-way traffic. Other major improvements include utility upgrades (water, sewer, and stormwater) and Riverfront Park frontage enhancements-such as a separated shared-use path along the Washington to Stevens Street Block-consistent with the 2024 Riverfront Park Master Plan. The project's stakeholder engagement began with gathering early input from stakeholders and the public on rebuild priorities. Using this feedback, the planning team developed several alternative concepts that reflect the community's diverse priorities. We are now in the middle of a second phase of stakeholder review to gather input on these refined concepts. This feedback will guide the selection of a preferred alternative by the end of the year, with project design scheduled to start in 2026.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City Plans.

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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

N/A

Amount**Budget Account**

Expense	\$ 500,000	# 1
Select	\$	#

Funding Source One-Time**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** One-Time**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

kpicanco@spokanecity.org mfeist@spokanecity.org

icmaccounting@spokanecity.org



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/02/2026

Submitting Dept	HUMAN RESOURCES		Date Rec'd	1/6/2026
Contact Name/Phone	ALLISON ADAM 6287		Clerk's File #	ORD C36827
Contact E-Mail	AADAM@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Special Budget Ordinance		Project #	
Council Sponsor(s)	KKLITZKE	ZZAPPONE	MCATHCART	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	SPECIAL BUDGET ORDINANCE – HR RANGE CHANGE – JANUARY 2026			

Agenda Wording

Special Budget Ordinance Human Resources 1st Quarter 2026 salary range change

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 below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted

What impacts would the proposal have on historically excluded communities?

Ensures 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?

Ensures compensation equity.

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

Ensures compensation equity.

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

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ below-narrative

Current Year Cost \$ below-narrative

Subsequent Year(s) Cost \$ Total cost ranges multiplied by COLA

Narrative

Total Cost: For SPNs with former ranges, Citywide: \$5,074-\$7,517 and General Fund: \$0. However, for SPNs without a former range, indeterminable. Current year cost: For SPNs with former ranges, Citywide: \$5,074-\$7,517 and General Fund: \$0.

Amount	Budget Account
Select \$	#

Funding Source Recurring

Funding Source Type 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 Recurring

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

(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

Approvals	Additional Approvals
<u>Dept Head</u>	<u>MANAGEMENT &</u> MILLER, JACOB
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	

Distribution List

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	January 12 th , 2026																																								
Submitting Department	Human Resources																																								
Contact Name	Allison Adam, Director of HR																																								
Contact Email & Phone	aadam@spokanecity.org																																								
Council Sponsor(s)	<u>Council Member Klitzke and Council Member Zappone</u>																																								
Select Agenda Item Type	<input type="checkbox"/> Discussion Time Requested: 10 min																																								
Agenda Item Name	Special Budget Ordinance – HR Range Change – January 2026																																								
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																								
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only																																								
Summary	<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 Grad e</th> <th>To Grade</th> <th>Former Range</th> <th>New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="text-align: center;">Department Director Request</td> </tr> <tr> <td>Local 29 (8hr)</td> <td>934</td> <td>Behavioral Health Paramedic (BRU)</td> <td>-0-</td> <td>A13-25</td> <td>-0-</td> <td>\$68,945.76-\$88,823.52</td> </tr> <tr> <td>From EXC to M&P-A</td> <td>440</td> <td>Parking Services Manager</td> <td>A07-47</td> <td>A01-48</td> <td>\$82,830.96-\$116,176.32</td> <td>\$87,904.80-\$123,693.12</td> </tr> <tr> <td>Exempt- Confidential (EXC)</td> <td>857</td> <td>Director of Analytics, Research & Technology</td> <td>-0-</td> <td>A07-58</td> <td>-0-</td> <td>\$120,644.64-\$170,172.00</td> </tr> </tbody> </table>						Union	SPN/ Job Code	Title	From Grad e	To Grade	Former Range	New Range	Department Director Request							Local 29 (8hr)	934	Behavioral Health Paramedic (BRU)	-0-	A13-25	-0-	\$68,945.76-\$88,823.52	From EXC to M&P-A	440	Parking Services Manager	A07-47	A01-48	\$82,830.96-\$116,176.32	\$87,904.80-\$123,693.12	Exempt- Confidential (EXC)	857	Director of Analytics, Research & Technology	-0-	A07-58	-0-	\$120,644.64-\$170,172.00
Union							SPN/ Job Code	Title	From Grad e	To Grade	Former Range	New Range																													
Department Director Request																																									
Local 29 (8hr)	934	Behavioral Health Paramedic (BRU)	-0-	A13-25	-0-	\$68,945.76-\$88,823.52																																			
From EXC to M&P-A	440	Parking Services Manager	A07-47	A01-48	\$82,830.96-\$116,176.32	\$87,904.80-\$123,693.12																																			
Exempt- Confidential (EXC)	857	Director of Analytics, Research & Technology	-0-	A07-58	-0-	\$120,644.64-\$170,172.00																																			
What is the specific purpose or need for the budget adjustment?																																									
What changes or developments have triggered this request?																																									
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>For SPNs with former ranges, Citywide: \$5,074-\$7,517 and General Fund: \$0. However, for SPNs without a former range, indeterminable.</u></p> <p>Current year cost: For SPNs with former ranges, Citywide: \$5,074-\$7,517 and General Fund: \$0. However, for SPNs without a former range, indeterminable.</p> <p>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.</p>																																									

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 C36827

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 Director of Analytics, Research, & Technology classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
EXC	857	Director of Analytics, Research, & Technology	---	A07-58	---	\$120,645-\$170,172

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
From EXC to M&P-A	440	Parking Services Manager	A07-47	A01-48	\$82,831-\$116,176	\$87,905-\$123,693

Section 3. That in the budget of the Fire/Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Behavioral Health Paramedic (BRU) classification as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 29	934	Behavioral Health Paramedic (BRU)	---	A13-25	---	\$68,946-\$88,824

Section 4. 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:

City Clerk

Approved as to form:

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd

1/7/2026

Clerk's File #

OPR 2023-1197

Cross Ref #

Project #

2023117

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 625-6391

Requisition #

Contact E-Mail

DBULLER@SPOKANE CITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

CONSTRUCTION MANAGEMENT ON CALL SERVICES - ADDITIONAL FUNDS

Agenda Wording

Contract Amendment with Parametrix, Inc., to add funds for Construction Management On-Call (Non-Federal) Services for 2026.

Summary (Background)

Parametrix was selected as the on-call construction management consultant under the process defined in RCW 39 in early 2024, with services continuing through 2026. Because we are down three employees, we need to retain Parametrix to perform construction management on several projects this summer, and to do so, we need to increase the nearly depleted original budget by \$1M to take us through the end of the year when this contract expires. Funds for this work are included in each public works construction projects for which Parametrix will be retained.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,800,000.00

Current Year Cost \$ 1,000,000.00

Subsequent Year(s) Cost \$

Narrative

Funds expended under this contract will be covered by the public works project for which Parametrix will be retained.

<u>Amount</u>	<u>Budget Account</u>
Expense \$ 1,000,000.00	# Various
Select \$	#

Funding Source	One-Time
-----------------------	----------

Funding Source Type	Program Revenue
----------------------------	-----------------

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

N/A

Expense Occurrence	One-Time
---------------------------	----------

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

N/A

<u>Approvals</u>	<u>Additional Approvals</u>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	

Distribution List

Roger Flint rflint@parametrix.com	dbuller@spokanecity.org
eraea@spokanecity.org	tax&licenses@spokanecity.org
jradams@spokanecity.org	publicworksaccounting@spokanecity.org

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** PARAMETRIX, INC.**Business name:** PARAMETRIX INC**Entity type:** Profit Corporation**UBI #:** 600-135-349**Business ID:** 001**Location ID:** 0006**Location:** Active**Location address:** 835 N. POST STREET, SUITE 201
BLDG 201
SPOKANE WA 99201**Mailing address:** PARAMETRIX INC
1019 39TH AVE SE SUITE 100
PUYALLUP WA 98374**Excise tax and reseller permit status:** [Click here](#)**Secretary of State information:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Apr-30-2026	Dec-18-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CUPLER, CARRIE	Treasurer
DIEMER, BRENT	Vice President

Owners and officers	Title
FLINT, ROGER	Vice President
WILLIS, JOHN	President

Registered Trade Names

Registered trade names	Status	First issued
PARAMETRIX INC	Active	Dec-18-2018
PARAMETRIX, INC	Active	Dec-30-2021
PARAMETRIX, INC.	Active	Sep-16-1986

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/7/2026 10:13:23 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Maurice Thornton PHONE (A/C, No, Ext): 510-272-1476 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Continental Insurance Company
		INSURER B: XL Specialty Insurance Co.
		INSURER C: Valley Forge Insurance Company
		INSURER D: National Fire Insurance of Hartford
		INSURER E: Continental Casualty Company
		INSURER F: Evanston Insurance Company
		NAIC #
INSURED Parametrix, Inc. 1019 39th Ave. SE Suite 100 Puyallup, WA 98374 (253) 604-6600		License#: 6003745 PARAINC-01

COVERAGES CERTIFICATE NUMBER: 1302493041 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
D	COMMERCIAL GENERAL LIABILITY	Y	Y	6050531366	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 1,000,000		
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
	Contractual Liab						MED EXP (Any one person)	\$ 10,000		
	XCU Included						PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000		
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000		
OTHER: WA Stop Gap/EL	WA Stop Gap	\$ 1,000,000								
E	AUTOMOBILE LIABILITY	Y	Y	6050531352	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	ANY AUTO						BODILY INJURY (Per person)	\$		
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$		
	Hired AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
								\$		
A F	UMBRELLA LIAB	Y	Y	6050531433 MKLV7EUE102296	11/1/2025 11/1/2025	11/1/2026 11/1/2026	EACH OCCURRENCE	\$ 15,000,000		
	EXCESS LIAB						AGGREGATE	\$ 15,000,000		
	DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$		
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	Y	6050531383 6050531402	11/1/2025 11/1/2025	11/1/2026 11/1/2026	X PER STATUTE	OTHER	WA Stop Gap
	E.L. EACH ACCIDENT								\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE								\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT								\$ 1,000,000	
B	Professional Liability & Pollution Liability Included		Y	DPR5050088	11/1/2025	11/1/2026	Per Claim/1,000,000 Claims Made Retroactive Date:	\$ 1,000,000/Agg lmt 01/01/1969		

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

Project Name: City of Spokane 2021-2022 On-Call Services -- City of Spokane, its officers and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

City of Spokane Attn: Dan Boller 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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CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE	
Name Of Person Or Organization:	
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:	
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.	

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75008XX (10-16)

Page 1 of 1

Nat'l Fire Ins Co of Hartford
Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

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CNA PARAMOUNT

**Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366
Endorsement No: 73
Effective Date: 11/01/2024

10020006660505313663291

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. The **written contract** requires you to provide the additional insured such coverage; and
 2. This **Coverage Part** provides such coverage; and
- C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 1. Coverage broader than what you are required to provide by the **written contract**; or
 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the **written contract** requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. The **written contract** requires you to provide the additional insured such coverage; and
 2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

00020006660505313660444

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. 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; and
- 2.** Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1.** Primary and non-contributing with other insurance available to the additional insured; or
- 2.** Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1.** Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2.** Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3.** Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020006660505313660445



CNA75079XX (3-22)

Page 3 of 3

Nat'l Fire Ins Co of Hartford
Insured Name: PARAMETRIX, INC.

Policy No: 6050531366



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1.
 - a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee**'s name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident or loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident or Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

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



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement No: 3; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 333 S Wabash Ave,

Policy No: 6 50531402

Chicago, IL 60604

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**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 50531383 Policy

Endorsement Expiration Date:



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Date Rec'd	1/6/2026
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept FINANCE, TREASURY & ADMIN

Contact Name/Phone MATT BOSTON 6256820

Contact E-Mail MBOSTON@SPOKANE CITY.ORG

Agenda Item Type Resolutions

Council Sponsor(s) PDILLON ZZAPPONE

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name 0680 - 1970 SOLE SOURCE RESOLUTION & CONTRACT READY REBOUND

Agenda Wording

Public Safety (Police and Fire) is seeking approval for a sole source resolution and a three (3) year contract for personalized health and performance program for public safety staff.

Summary (Background)

Ready Rebound is the sole provider of personalized health and performance program in our region. The sole source process has been completed and verified in accordance to with City administrative policies. Ready Rebound creates programs for members following injuries to help improve recovery and management of injury.

What impacts would the proposal have on historically excluded communities?

n/a - service contract for City operations

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 - service contract for City operations

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

Vendor has dashboard for leadership to review and monitor effectiveness.

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**

N/A

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost **\$ 517,146.57**Current Year Cost **\$ 163,597.50** Year 1Subsequent Year(s) Cost **\$ 171,774.07** Yr 2 **\$ 181,775.00** Yr 3**Narrative**

SPD and SFD rates are based on active members, ~5% increase YOY

Amount**Budget Account**Expense **\$ 76,477.50** # 1970-35121-22200-54103-99999Expense **\$ 87,120** # 0680-30210-21100-54201-99999Select **\$** #Select **\$** #Select **\$** #Select **\$** #**Is this funding source sustainable for future years, months, etc?****Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head STRATTON, JESSICADivision Director BOSTON, MATTHEWAccounting Manager ALBIN-MOORE, ANGELALegal HARRINGTON,For the Mayor PICCOLO, MIKE**Distribution List**

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Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Date Rec'd 1/6/2026

Clerk's File #

Cross Ref #

Project #

Submitting Dept FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone MATT BOSTON 6256820

Requisition #

Contact E-Mail MBOSTON@SPOKANE CITY.ORG

Agenda Item Type Resolutions

Council Sponsor(s) PDILLON ZZAPPONE

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name 0680 - 1970 SOLE SOURCE RESOLUTION & CONTRACT READY REBOUND

Agenda Wording

Public Safety (Police and Fire) is seeking approval for a sole source resolution and a three (3) year contract for personalized health and performance program for public safety staff.

Summary (Background)

Ready Rebound is the sole provider of personalized health and performance program in our region. The sole source process has been completed and verified in accordance to with City administrative policies. Ready Rebound creates programs for members following injuries to help improve recovery and management of injury.

What impacts would the proposal have on historically excluded communities?

n/a - service contract for City operations

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 - service contract for City operations

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

Vendor has dashboard for leadership to review and monitor effectiveness.

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**

N/A

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost **\$ 517,146.57**Current Year Cost **\$ 163,597.50** Year 1Subsequent Year(s) Cost **\$ 171,774.07** Yr 2 **\$ 181,775.00** Yr 3**Narrative**

SPD and SFD rates are based on active members, ~5% increase YOY

Amount**Budget Account**Expense **\$ 76,477.50** # 1970-35121-22200-54103-99999Expense **\$ 87,120** # 0680-30210-21100-54201-99999Select **\$** #Select **\$** #Select **\$** #Select **\$** #**Funding Source** Recurring**Funding Source Type** Program Revenue**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** Recurring**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head STRATTON, JESSICADivision Director BOSTON, MATTHEWAccounting Manager ALBIN-MOORE, ANGELALegal HARRINGTON,For the Mayor PICCOLO, MIKE**Distribution List**

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khall@spokanecity.org mboston@spokanecity.org

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** READY REBOUND, INC.**Business name:** READY REBOUND, INC.**Entity type:** Profit Corporation**UBI #:** 604-855-332**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:**
311 E CHICAGO STREET
SUITE 500
OFC
MILWAUKEE WI 53202-5896**Mailing address:**
311 E. CHICAGO STREET
SUITE 500
MILWAUKEE WI 53202-5896**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	Current status
Kirkland General Business - Non-Resident				Active	Jan-31-2026	Feb-24-2023	
Poulsbo General Business - Non-Resident				Active	Jan-31-2026	Apr-06-2022	
Puyallup General Business - Non-Resident				Active	Jan-31-2026	Mar-25-2022	
Spokane General Business - Non-Resident				Active	Jan-31-2026	Feb-06-2023	
Tumwater General Business - Non-Resident	R-018219			Active	Jan-31-2026	Feb-23-2023	

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date	Current status
Vancouver General Business - Non-Resident				Active	Jan-31-2026	Aug-30-2023	

Owners and officers on file with the Department of Revenue

Owners and officers	Title
REEVES, DAVID	President
RIVERA, LUIS	CHIEF BUSINESS OFFICER

Registered Trade Names

Registered trade names	Status	First issued
READY REBOUND, INC.	Active	Feb-15-2024

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/6/2026 7:52:41 AM

Contact us

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Created On: 12/19/25
 Order Form Expiration: 12/31/25
 Subscription Start Date: 1/1/26
 Subscription End Date: 12/31/28

Ready Rebound, Inc.
 311 E. Chicago St.
 Suite 520
 Milwaukee, WI, 53202
 United States

For bill payments, ACH is preferred, but
 if necessary, please send checks to:
 Ready Rebound, Inc.
 PO Box 719172
 Chicago, IL 60677-9422

Prepared By: Michelle Rivera on behalf of Jake Krueger
 Email: jkrueger@readyrebound.com
 Subscription Term: 3-years

Customer Information

Customer:	City of Spokane	Contact Name:	Matt Boston	Billing Contact:	Matt Boston
Bill To/Ship To:	44 West Riverside Avenue Spokane, WA 99201	Email:	mboston@spokanecity.org	Email:	spdaccounting@spokanecity.org

Order Details

Billing Frequency: Bi-Annual Year 1; Annual Years 2 and 3
 Payment Terms: Net Thirty (30) Days

PO # If Required:

SUBSCRIPTION SERVICES:

Product / Service	Member Type	Paid Members	Price per Member per Year	Start Date	End Date	Annual Fee
Ready Rebound Recover 24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers.	Fire	309	\$ 247.50	1/1/26	12/31/26	\$76,477.50
	Police	352	\$ 247.50	1/1/26	12/31/26	\$87,120.00
	Fire	309	\$ 259.87	1/1/27	12/31/27	\$80,299.83
	Police	352	\$ 259.87	1/1/27	12/31/27	\$91,474.24
	Fire	309	\$ 275.00	1/1/28	12/31/28	\$84,975.00
	Police	352	\$ 275.00	1/1/28	12/31/28	\$96,800.00
						\$0.00

Total Subscription Fees: \$517,146.57

PROFESSIONAL SERVICES:

Professional Service	Amount	Date	Total Price
Implementation Establishment of provider partnerships, department training, and member onboarding. Exact implementation timelines will be confirmed with the Client administration during the Project Kickoff call.	WAIVED	1/1/26	WAIVED

Total Professional Services Fees: \$0.00

Billing Table:

Due Date	Amount Due
January 1, 2026	\$81,798.75
July 1, 2026	\$81,798.75
January 1, 2027	\$171,774.07
January 1, 2028	\$181,775.00

Order Form Legal Terms

This Order Form is entered into between Ready Rebound, Inc., with its principal place of business at 311 E. Chicago St., Suite 520, Milwaukee, WI 53202 ("Ready Rebound"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the Master Subscription Agreement ("MSA") executed by the parties and attached, or if no such MSA is executed or attached, the MSA at <https://readyrebound.com/terms-and-conditions-102dn> and any applicable Statement of Work ("SOW") incorporated herein in the event additional Professional Services are purchased. The Order Form, MSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Subscription Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the MSA. Each party's acceptance of this Order Form is conditional upon the other's acceptance of the terms in the MSA to the exclusion of all other terms. This Order Form is executed by a duly authorized signatory. In addition the Parties agree to amend the MSA to include the following new section(s):

Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

MSA link: <https://readyrebound.com/terms-and-conditions-102dn>

Customer:		Company:	Ready Rebound, Inc.
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

READY REBOUND MASTER SUBSCRIPTION AGREEMENT

This is a contract between Company and Customer. Customer is responsible for carefully reading all terms and conditions of this Agreement before signing an Order Form, clicking an "Accept" button, or accessing or using any Service. By signing an Order Form, or accessing or using any Service, Customer confirms that it has read and accepts this Agreement in its entirety. Any different or additional terms Customer may reference or provide to Company are overridden by this Agreement.

1. CONTRACT STRUCTURE AND ORDER-OF-PRECEDENCE

This Master Subscription Agreement ("MSA") is entered into between Ready Rebound, Inc. ("Company") and customer ("Customer") identified on the corresponding mutually executed order document between Customer and Company that references this MSA ("Order Form") as of the latest date set forth on the signature page of the Order Form ("Effective Date"). If Customer purchases Professional Services from Company, the Parties must enter into a statement of work ("SOW") describing those Services in the event such Professional Services are not described in the Order Form. In addition to the terms and conditions of the MSA, Customer's use of certain Services is subject to the additional terms and conditions provided in the Order Form ("Service-Specific Terms"). By using the Services listed in these Service-Specific Terms, Customer agrees that these Service-Specific Terms are incorporated into the MSA. Capitalized terms used below have the same meanings as used in the Agreement, unless expressly defined otherwise. This MSA, the Service-Specific Terms, all Order Forms and SOWs (collectively, the "Agreement") govern Customer's access to and use of Company's Service. In the event of any conflicts between this MSA, any Order Form, and any SOW, the following order- of-precedence applies: SOW takes precedence and prevails over its associated Order Form solely with respect to its subject matter; an Order Form takes precedence and prevails over this MSA solely with respect to its subject matter; and Service-Specific Terms takes precedence and prevails over this MSA solely with respect to its subject matter. Customer and Company may be referred to in the Agreement individually as a "Party" and collectively as the "Parties."

2. OWNERSHIP OF SERVICE AND CUSTOMER DATA

2.1 Ownership of the Service. The Service and Company Technology are the property of Company and its licensors, and are protected by copyright, patent, trade secret and other intellectual property laws. Company and its licensors retain any and all rights, title and interest in and to the Service and Company Technology (including all intellectual property rights), including all copies, modifications, improvements, extensions and derivative works thereof and any software, applications, inventions or other technology developed in connection with supporting the Company Technology. Customer's right to use the Service and Company Technology is limited to the rights expressly granted in this MSA and the applicable Order Forms. All rights not expressly granted to Customer are reserved and retained by Company and its licensors.

2.2 Ownership and Use of Customer Data. As between Customer and Company all Customer Data is the property of Customer. Company may store, access and process Customer Data as necessary to provide the Service, meet its obligations under the Agreement and verify Customer's compliance with terms of Service, including to monitor and analyze use of the Service, and to develop, improve and enhance the Service and other Company offerings.

2.3 Storage. Company stores Customer Data in data centers that are owned and controlled by Company or owned and controlled by a third-party vendor of Company. Customer Data may be accessed remotely for support and technical operations purposes from outside the US.

2.4 Feedback. Customer grants Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Services Customer's Feedback. Company will exclusively own any improvements or modifications to the Services based on or derived from any of Customer's Feedback including all intellectual property rights in and to the improvements and modifications.

3. GRANT OF ACCESS

Subject to the terms and conditions of this MSA, Company hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 14.2 (Assignment)) right to access and use the Service and Company Technology during the Service Term in accordance with the limitations in this MSA and the terms of all applicable Order Form(s) and SOWs. Unless otherwise set forth in an applicable Order Form, the usage allotments (e.g., number of members) to which Customer is entitled will correspond to the Service to which Customer then subscribes.

If Customer's use of the Service exceeds the entitlements applicable to its then-current subscription, Company may (i) require Customer to pay any Fees associated therewith; or (ii) terminate all applicable Order Forms for cause in accordance with Section 6.2(b) (Termination of Order Form or SOW).

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsible for Members. Customer is responsible for all activity related to the Customer's Members and for complying with all laws and regulations applicable to Customer's and its Members' use of the Service and Company Technology.

4.2 Use Restrictions. Customer must not, without Company's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, operation of a service bureau, transfer or other commercial exploitation of, or other third party access to, any element of the Service or Company Technology, except to the extent expressly permitted by the Agreement; (b) creation of any modifications or derivative works of the Service or Company Technology; (c) reverse engineering of the Service or Company Technology; (d) gaining of unauthorized access to the Service, Company Technology or its related systems or networks; (e) interference with or disruption of the integrity or performance of the Service, Company Technology or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service or Company Technology for which Customer lacks sufficient ownership or other rights; or (g) sending, storing or use of any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the Service or Company Technology. Customer also must use reasonable security measures to access the Service and Company Technology, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service or Company Technology. Company also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service or Company Technology (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in the Agreement.

4.3 No Export; Government Use. Customer may not remove or export from the United States or allow the export or re-export of the Services, Company Technology or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Technology and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

4.4 No Medical Advice. Company is not a healthcare provider and does not provide medical advice. Company only acts as an intermediary to connect Members who seek medical advice to providers of medical advice. COMPANY HAS NO CONTROL OVER THE ACTIONS OF THE THIRD-PARTY PROVIDERS AND DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICE. The Content and other materials created by Company or obtained from Company's licensors, and other materials contained on the Service are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Customer acknowledges that Members should seek the advice of their physician or other qualified health provider with any questions they may have regarding a medical condition. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Service. Reliance on any information provided by Company, Company employees, others appearing on the Service at the invitation of Company is solely at the Members own risk. The service providers and professionals utilizing or featured on the Service are not Company employees. Any health education, opinions, advice, or information expressed by a professional or service provider utilizing or featured on the Service are of the professional and the professional alone. They do not reflect the opinions of the Company. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on Company or by a licensee of Company.

4.5 **Equipment.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4.6 **Customer Data.** Customer or its applicable Member has obtained and will continue to obtain all rights, licenses and permissions necessary for Company to use the Customer Data in the provision of the Service as contemplated hereunder and shall be solely responsible for such Customer Data, including its legality, reliability, and appropriateness.

5. INDEMNIFICATION

5.1 **By Company.** Company shall, at its sole cost and expense, indemnify, defend and hold harmless Customer, its Affiliates and its and their respective officers, directors, employees, counsel, consultants and agents ("**Indemnitees**") from and against all losses, liabilities, costs, damages and expenses, including but not limited to reasonable legal fees and expenses finally awarded against Customer ("**Losses**"), incurred or suffered by any of them as a result of third party claims, actions or demands ("**Claims**"), arising out of or in connection with infringement or misappropriation of intellectual property rights resulting from the authorized use of the Service.

5.2 **By Customer.** Customer shall, at its sole cost and expense, indemnify, defend and hold harmless the Company Indemnitees from and against all Losses, incurred or suffered as a result of third party Claims (including intellectual property claims) arising out of or in connection with (i) the unauthorized use of the Service or Company Technology, or (ii) Customer Data, and (iii) any disputes with Members including regarding their use of the Service.

5.3 **Exceptions.** Company's indemnification obligations under this Section 5 do not apply if (i) the allegation does not specify that the Service or Company Technology as the basis of the Claim, (ii) a Claim arises from the unauthorized use of the Service, (iii) a Claim arises from the use or combination of the Service or Company Technology or any part thereof with services, offerings, software, hardware or processes not provided by Company, or (iv) a Claim arises from the Customer or Members' violation of law, gross negligence or willful misconduct.

6. TERM, TERMINATION AND EFFECT OF TERMINATION

6.1 TERM

6.1(a) **Term of MSA.** This MSA will begin on the Effective Date and continue in effect until all Order Forms and SOWs, if any, expire or are terminated in accordance with this MSA.

6.1(b) **Term of Order Forms.** The initial term of each Order Form will start on the Start Date and end on the End Date as each is identified on the Order Form (the "**Initial Service Term**").

Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with Section 6.2(b), upon expiration of the Initial Service Term, The Initial Service Term and all Renewal Service Terms (if any) are referred to in the Agreement collectively as the "**Service Term**".

6.2 TERMINATION

6.2(a) **Termination of Agreement.** Neither Party will have the right to terminate the Agreement without legally valid cause (no termination "for convenience"). This MSA will automatically terminate upon the date that all Order Forms and all SOWs, if any, have expired or been terminated in accordance with the terms set forth herein. Upon permitted termination of this MSA, all Order Forms and SOWs governed by it will also be terminated automatically.

(b) **Termination of Order Form or SOW.** Either Party may terminate an Order Form or SOW in accordance with their respective terms. Either Party may terminate an Order Form or SOW for cause upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this MSA, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach.

(c) **Termination for Change of Law.** Notwithstanding anything to the contrary in this MSA, if complying with any law applicable to the Service by Company enacted after the Effective Date would materially change the Parties' costs or risks in providing the Service, then the Parties' respective legal counsel will promptly meet to discuss alternative options. If the Parties are unable to reach an amicable resolution within thirty (30) days, then each Party will have the right to terminate the Agreement (including all Order Forms and SOW) – in which case the termination will be effective thirty (30) days thereafter. In the event of such a termination, Customer's sole right and Company's sole obligation (except to the extent otherwise expressly stated in this MSA) will be for Company to promptly refund to Customer, on a pro rata basis, any Fees paid under all Order Forms and SOW then in effect that are unused as of the termination effective date.

6.3 EFFECT OF TERMINATION

6.3(a) **Effect of Expiration or Termination of MSA.** Sections 1, 2, 4.2 - 4.4, 5, 6.3, 12, 13, 14, and 15 of this MSA will survive any expiration or termination of this MSA. An Order Form or SOW may identify additional terms that will survive any expiration or termination of the applicable Order Form or SOW.

(b) **Effect of Termination of MSA, Order Form or SOW.**

Subject to the exclusive remedy provisions in this MSA: (a) if Customer terminates an Order Form, SOW or this MSA for uncured material breach in accordance with this MSA, Customer will be entitled to a refund, on a pro rata basis, of any prepaid Fees that are unused as of the termination effective date; and (b) if Company terminates an Order Form, SOW or this MSA for uncured material breach in accordance with Section 6.2, all amounts owed by Customer thereunder will become due and payable.

7. ORDER PROCESS

Customer orders the Service via one or more Order Forms, and Customer orders Company's Professional Services via one or more SOW. Customer's Affiliates are also permitted to sign Order Forms and SOWs with Company that are governed by this MSA, in which case all references to "Customer" in this MSA shall be interpreted to refer to the relevant Customer Affiliate for purposes of interpreting such Affiliate Order Forms and SOW; provided, however, that Company's maximum liability under Section 12 to Customer and all of its Affiliates who sign Order Forms or SOWs under this MSA shall not exceed, in the aggregate, the limits stated in Section 12.

7.1 **Purchase Orders.** If Customer requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, Customer must provide to Company such valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to such terms and conditions.

7.2 **Modification of Fees Upon Renewal.** Company reserves the right to modify the Fees for its Service under one or more Order Forms, effective upon commencement of the next Renewal Service Term of the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term. Unless Customer notifies Company in writing at least twenty (20) days prior to the end of the then-current Service Term that Customer chooses not to renew such Order Form(s), the modified Fees shall take effect under the relevant Order Form(s) upon commencement of the next Renewal Service Term.

8. FEES AND PAYMENT

8.1 **Payment Details.** Customer must pay all fees and charges in accordance with this MSA and each mutually executed Order Form and SOW ("**Fees**"). Except to the extent otherwise expressly stated in this MSA, or in an Order Form or SOW:

- a. all obligations to pay Fees are non-cancelable and non-refundable;
- b. Customer must make all payments without setoffs, withholdings or deductions of any kind;
- c. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when Company emails them to Customer's designated billing contact); and

d. all Fees must be paid in U.S. Dollars.

In accordance with each Order Form: (i) Company charges and collects in advance the annual Fees for use of the Service based on the Service subscribed to by Customer (after the Initial Service Term, Company will invoice Customer for such annual Fees at least thirty (30) days prior to the start of each Renewal Service Term); and (ii) if Customer's use of the Service exceeds the contracted usage volume(s) specified in the applicable Order Form, Customer will pay the additional usage-based Fees, as described in such Order Form. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

8.2 **Taxes.** Company's Fees are exclusive of all taxes, levies, withholdings, deductions or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, withholdings, deductions or duties except any taxes based solely on Company's income or which do not arise from any Order Form or SOW. If Company has the legal obligation to pay or collect taxes for which Customer is responsible, that additional amount will be invoiced to, and paid by Customer, unless Customer provides Company a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer has the legal obligation to withhold or deduct any amount from the Fees, the sum payable by Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Company receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's admin user address as set forth in the applicable Order Form. Customer may update such address by providing written notice to Company and taxes will be updated on a prospective basis.

8.3 **Customer Contact Information.** Customer agrees to provide Company accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to Company's Accounts Receivable team at invoices@readyrebound.com.

8.4 **Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Company may have under this MSA or applicable law:

- a. Customer will owe Company an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
- b. Company will be entitled to recover its reasonable costs of collection;
- c. Company may suspend the start of any Renewal Service Term, or subsequent Service Term agreed in an Order Form between the Parties; and
- d. If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from Company, which may be provided via email to Customer's designated billing contact, Company may temporarily suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 6. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

9. THIRD PARTY INTERACTIONS

To the extent Customer's use of the Service requires use of any third-party products, packages or services not made available by Company (e.g., Salesforce CRM, Amazon Web Services or a Web browser), Customer may be required to separately purchase or license such products, packages or services directly from the applicable third party. In addition, in connection with using the Service, Customer may choose to purchase or license certain other third-party products, packages or services identified by the Company. Any third-party products, packages and services and any terms associated therewith are between Customer and the relevant third parties. Company does not license, support, control, endorse or otherwise make any representations or warranties regarding any third-party products or services under this section, and in no event will Company have any liability whatsoever in connection therewith, even if Customer has directed Company to implement or configure the third-party products, packages or services. Customer is responsible for the conduct of any third party which obtains access to the Services from Customer.

10. PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from Company relating to the Service ("Professional Services"), the Parties will mutually agree to one or more separate SOW (or if applicable, Order Form) containing the relevant description of services. Company Professional Services are separate and apart from the Service, and neither Party's obligations in connection with the Service are dependent in any way on any Professional Services. Company retains all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for Company (either alone or jointly with Customer or others) and provided to Customer, and any derivative works thereof, excluding any Customer Confidential Information. Company grants Customer a non-exclusive, non-transferable, royalty-free right to access and use the materials Company provides with the Professional Services internally in connection with the Service during the Term of this Agreement. Customer may not create derivative works of any materials Company provides with the Professional Services. Nothing in this MSA will prohibit, restrict or limit (i) Company from performing the same or similar Professional Services for or providing the same or similar work product to any third party, or (ii) Customer from hiring a third party to perform professional services related to the Services.

11. WARRANTIES AND DISCLAIMERS

11.1 **Mutual Warranties.** Each Party represents and warrants to the other that it has the legal power and authority to enter into this MSA, and that: (a) this MSA has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) to the best of its knowledge, no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this MSA; and (c) to the best of its knowledge, the execution, delivery and performance of this MSA does not violate the terms or conditions of any other legally binding agreement.

11.2 **Additional Customer Warranties:** Customer Party represents and warrants it will not use the Services for any illegal or unauthorized purposes and the use of the Services will not violate any applicable law or regulation.

11.3 **Additional Company Commitments.** Company further represents and warrants that:

- a. It will use reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, time bombs, cancelbots and other computer programming routines designed to damage or detrimentally interfere with software or data;
- b. The Service will perform substantially in accordance with the relevant documentation;
- c. It will make reasonable efforts to notify Customer, at least thirty (30) days in advance via Company's Normal Communication Channels, of any scheduled changes Company believes are likely to have a material, adverse impact on Customer's use of the Service ("Material Changes"); and
- d. Professional Services provided by Company will be performed in a professional and workmanlike manner.

If Company breaches any warranties in this Section 11.3, Customer's exclusive remedy and Company's sole obligation will be for Company to make reasonable efforts to correct the non-conformity or, if Company is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) or SOW and receive a refund, on a pro rata basis, of any Fees prepaid under such Order Form(s) or SOW that are unused as of the termination effective date.

e. It shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Service. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

11.4 **Warranty Disclaimers.** EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS MSA: (A) COMPANY AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW),

REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY COMPANY.

CUSTOMER IS RESPONSIBLE FOR USING THE SERVICE IN COMPLIANCE WITH APPLICABLE LAW. USE OF THE SERVICE IS NOT A GUARANTEE OF COMPLIANCE WITH APPLICABLE LAW.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY COMPANY.

CUSTOMER AGREES THAT ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THE AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THIS AGREEMENT, AN ORDER FORM OR AN SOW.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

12.1 EXCEPT FOR (A) FEES DUE TO COMPANY UNDER APPLICABLE ORDER FORMS AND SOWS, (B) CUSTOMER'S OBLIGATIONS UNDER SECTIONS 4.2 (USE RESTRICTIONS), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT WILL EXCEED THE FEES ACTUALLY PAID BY AND DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

12.2 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE; AND

12.3 THE TERMS OF SECTION 12 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY, CLAIM OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BREACH OF WARRANTY), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 12 ALLOCATE RISKS UNDER THE AGREEMENT BETWEEN CUSTOMER AND COMPANY, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY. COMPANY SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY MEMBER) IN RELIANCE ON INFORMATION ABOUT PROFESSIONALS AND SERVICE PROVIDERS ON THE SERVICE.

13. CONFIDENTIALITY

13.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by or on behalf of the disclosing Party or its Affiliate(s) ("**Discloser**") to the Party or its Affiliate(s) receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or

(b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes Customer Data and Customer's non-public business plans, and Company's Confidential Information includes pricing terms offered under any Order Form, Company's non-public business plans, all non-public aspects of the Company Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

13.2 Permitted Disclosures and Obligations. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under the Agreement. For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that eliminates or does not include Personal Data is not prohibited. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary; (ii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iii) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

13.3 Exclusions. Recipient's obligations under Section 13 do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; or (c) was independently developed by Recipient without using any Discloser Confidential Information. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure. Except to the extent permitted by a separate written agreement, the Parties will not disclose any information requiring an authorization to be exported outside of the United States.

13.4 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. Promptly after any request by Discloser, Recipient will destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control. However, Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices.

13.5 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 13 will remain in effect for the term of the Agreement and for three (3) years after any expiration or termination of the Agreement. Notwithstanding the foregoing, Recipient's obligations under the Agreement will continue to apply to Confidential Information that qualifies as a trade secret or Personal Data under applicable law for as long as it so qualifies.

14. GENERAL

14.1 Governing Law and Dispute Resolution. The Agreement is governed by Wisconsin law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or relating to the Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Milwaukee County, Wisconsin, USA. However, other than with respect to seeking injunctive relief in connection with matters that qualify for such an extraordinary remedy under applicable law, neither Party may initiate any litigation against the other Party until after providing clear written notice of its intention to do so and first making a good faith effort

to resolve the dispute informally through escalation to an appropriate level of executive management of both Parties for at least thirty (30) days after providing such notice.

14.2 **Assignment and Other Transfers.** Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) the Agreement, or any of a Party's rights or obligations under the Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOWs (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate.

Notwithstanding anything to the contrary in this section, however: (i) in the event of any permitted transfer by Customer under this section to a direct competitor of Company, Company will have the right to terminate this Agreement, including all associated Order Forms and SOW, for cause under Section 6.2 (in the event of such a termination, Company will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date); and (ii) Customer is not allowed to transfer to a successor-in-interest or Affiliate a subscription to a particular version of the Service if in Company's sole determination such successor-in-interest or Affiliate would not otherwise be eligible to subscribe to that version.

In the event of a transfer by Customer that is permitted under this section, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

14.3 **Force Majeure.** If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "**Force Majeure**"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (a) give the other Party prompt written notice of the nature and expected duration of such Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

14.4 **Marketing.** Company may: (i) identify Customer as a Company customer with Customer's prior written consent (not to be unreasonably withheld); (ii) issue a mutually agreed press release announcing that Customer has selected Company as a vendor; and (iii) during the Initial Service Term, make available a member of the Customer marketing department to participate in virtual meetings with Company's customer advocacy team to discuss other potential marketing and communication opportunities regarding Customer's use of the Service.

14.5 **Independent Contractors.** The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with the Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

14.6 **Notices.** All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Company at hello@readyrebound.com, and Company may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

14.7 **Anti-Corruption.** Each Party acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any employee, representative or agent of the other Party in connection with the Agreement. Each Party will use reasonable efforts to promptly notify the other Party if it becomes aware of any circumstances that are contrary to this acknowledgment.

14.8 **Export.** Each Party agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the U.S. Commerce or Treasury Departments). Customer shall not make the Service available to any individual or entity that is (i) located in a country that is subject to a United States government embargo, or (ii) is listed on any United States government list of prohibited or restricted parties.

14.9 **Contract Revisions.** Company may make modifications to this Agreement by providing 30 (thirty) days prior notice. Such notice shall be either: (a) written; (b) email to the address associated with Customer account; or (c) via the Services. The modifications to this Agreement will be considered agreed to by the Customer and shall apply 30 (thirty) days after Company sends the notice.

14.10 **Entire Agreement.** This MSA, together with any applicable Order Forms and SOWs (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and Company regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements (including any non-disclosure or other agreement governing the sharing of confidential information by and between Company and Customer), whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties. Each term and provision of the Agreement is valid and enforceable to the fullest extent permitted by law, and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most effectively accomplishes the Parties' shared goals and intent, determined from the perspective of an objective, reasonable person.

15. DEFINITIONS

As used in the Agreement:

"Affiliate" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"Content" means the audio and visual information, documentation and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

"Customer Data" means any data, information or material processed by the Service (including Personal Data) in the course of Customer or Members' use of the Service;

"Customer Personal Data" means that portion of Customer Data that is Personal Data received from Customer or Members in the course of accessing or using the Services pursuant to the Agreement.

"including" (and its variants) means including without limitation.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Services provided by Customer to Company.

"Normal Communication Channels" means the online channels through which Company normally communicates important information to its customers, e.g., the email address(es) provided by Customer (Customer must opt-into Company's online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service);

"Personal Data" means any information relating to an identified or identifiable natural person as such term or its equivalent (e.g., personally identifiable information or personal information);

"Service" means Company's offerings ordered by Customer on an Order Form (including all related Content);

"SOW" means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Company provides its Professional Services;

"Member(s)" means Customer's employees, representatives, consultants, contractors and agents who have been authorized by Customer to use Service; and

"Company Technology" means all of Company's and its licensors' proprietary technology that Company makes available to Customer as part of or in connection with Customer's subscription to the Service (including any and all software, software packages, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

Company: Ready Rebound, Inc.	Customer:
By:	By:
Name: David Reeves	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

RESOLUTION NO. 2026-0004

A resolution declaring Ready Rebound (Milwaukee, WI) a sole source provider and authorizing the City to enter into a contract for the purposes of Personalized Health and Performance program for public safety staff, for a three year period for approximately \$517,146.57 (plus applicable tax), without public bidding.

WHEREAS, Ready Rebound is the only provider of these services in our region; and

WHEREAS, the services provided implement programs that target job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury; and

WHEREAS, the estimated annual expenditure for these services exceed the competitive threshold requirements; and

WHEREAS, RCW 39.04.280 (1)(a) and SMC 07.06.170 (A) authorizes the City to waive the competitive bidding requirements for services limited to a single source of supply;

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane, pursuant to RCW 39.04.280(1)(a) and SMC 07.06.170(A) that it hereby declares the Personalized Health and Performance Program through Ready Rebound a sole source and waives the bidding requirements; and

BE IT ALSO RESOLVED that the City Council authorizes the City to enter into a contract with Ready Rebound for Personalized Health and Performance program services in an amount not to exceed \$517,146.57 (plus applicable tax) and to expire December 31, 2028.

ADOPTED by the City Council this _____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2026

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).

PRODUCER		CONTACT NAME: R&R Certificate Team	
R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610		PHONE (A/C, No. Ext.): (262)574-7000	FAX (A/C, No.): (262)953-1306
		E-MAIL ADDRESS: clcertificates@rrins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Selective Insurance Co. of America	NAIC # 12572
INSURED		INSURER B: Hartford Insurance Co of IL	38288
Ready Rebound Inc 311 E Chicago St Ste 520 Milwaukee, WI 53202-5896		INSURER C: Coalition Insurance Company	
		INSURER D: Berkley Management Protection	55110
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 740819

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S2725138	04-01-2025	04-01-2026	EACH OCCURRENCE	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	OTHER:						MED EXP (Any one person)	\$ 10,000	
	AUTOMOBILE LIABILITY ANY AUTO						PERSONAL & ADV INJURY	\$ 1,000,000	
	OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					GENERAL AGGREGATE	\$ 3,000,000	
	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE					PRODUCTS - COMP/OP AGG	\$ 3,000,000	
A	DED <input checked="" type="checkbox"/> RETENTION \$ 0						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A	83WBCBR8P0K	04-01-2025	04-01-2026	BODILY INJURY (Per person)	\$	
			BODILY INJURY (Per accident)				\$		
			PROPERTY DAMAGE (Per accident)				\$		
							\$		
			EACH OCCURRENCE				\$ 5,000,000		
		AGGREGATE	\$ 5,000,000						
			\$						
B	PER STATUTE	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							
C	Cyber Liability			C4LRV092886CYBER2025	05-15-2025	05-15-2026	Cyber Liability	\$5,000,000	

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

City of Spokane is Additional Insured for General Liability and Umbrella Liability when required by a written contract. General Liability coverage is primary and non-contributory when required by a written contract. Waivers of Subrogation apply in favor of the Additional Insureds for General Liability, Umbrella Liability, and Workers Compensation when required by a written contract. A 30-Day Notice of Cancellation applies in favor of the certificate holder for reasons other than non-payment.

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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ADDITIONAL REMARKS SCHEDULE

AGENCY R&R Insurance Services, Inc.	NAMED INSURED Ready Rebound Inc	
POLICY NUMBER		
CARRIER	NAICCODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURER G :			INSURER J :		
INSURER H :			INSURER K :		
INSURER I :			INSURER L :		
D	TYPE OF INSURANCE	AI	POLICY EFF	Professional Liability	\$ \$2,000,000
	Professional Liability	<input type="checkbox"/>	04-01-2025		\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
POLICY NUMBER		<input type="checkbox"/>	04-01-2026		\$
BMP101356002					\$
	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
	POLICY NUMBER		<input type="checkbox"/>		
	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
	POLICY NUMBER		<input type="checkbox"/>		
	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
	POLICY NUMBER		<input type="checkbox"/>		
	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
	POLICY NUMBER		<input type="checkbox"/>		
	TYPE OF INSURANCE	AI	POLICY EFF		\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
	POLICY NUMBER		<input type="checkbox"/>		

BUSINESSOWNERS LIABILITY ENHANCEMENT

(INCLUDING BUSINESSOWNERS COMMON POLICY CONDITIONS AMENDMENTS)

BUSINESSOWNERS
BP 72 47 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the above form apply unless modified by the endorsement.

The following changes are made to **SECTION II — LIABILITY, A. Coverages, 1. Business Liability:**

A. SUPPLEMENTARY PAYMENTS

Sub-Paragraphs 1.(b) and 1.(d) of Paragraph f. **Coverage Extension — Supplementary Payments** are replaced by the following:

- (b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. 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 \$1,000 a day because of time off from work.

B. EXCLUSIONS

The following changes are made under Paragraph

B. Exclusions:

1. NON-OWNED AIRCRAFT

Exclusion g. **Aircraft, Auto Or Watercraft** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

2. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry persons or property for a charge.

With respect to Paragraph (a) above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

3. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph (4) of Exclusion p. **Personal And Advertising** is replaced by the following:

- (4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

4. DAMAGE TO PREMISES RENTED TO YOU

- a. The last paragraph under Paragraph 1. **Applicable to Business Liability Coverage** is replaced by the following:

Exclusions **c., d., e., f., g., h., i., k., l., m., n. and o.** in **SECTION II — LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D., Liability And Medical Expenses Limits Of Insurance** in **SECTION II — LIABILITY**.

b. Sub-paragraph **3.** of Paragraph **D., Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

c. Sub-paragraph **a.** of Definition **9.** "Insured contract" in Paragraph **F. Liability And Medical Expenses Definitions** 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 by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

5. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Sub-paragraph **a.** of Paragraph **2. Applicable to Medical Expenses Coverage** is replaced by the following:

a. To any insured, except "volunteer workers" and "not-for-profit members".

C. WHO IS AN INSURED

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured:

1. BLANKET ADDITIONAL INSUREDS - AS REQUIRED BY CONTRACT

a. Owners, Lessees or Contractors / Architects, Engineers and Surveyors

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

(2) Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **(1)** above:

Such person or organization 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:

(a) Your acts or omissions; or

(b) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.**, above.

However, 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 by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **(1)** above are completed.

b. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

(1) Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability from "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.

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.

(2) Managers or Lessors of Premises

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

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

(3) Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

(4) Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

(5) State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(a) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(b) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **b.(2)** through **b.(4)**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

2. BROAD FORM VENDORS COVERAGE

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor 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 written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written 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 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 sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage".

3. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSUREDS

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. 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 Named Insured in the Declarations.

D. INCIDENTAL MALPRACTICE

Sub-paragraph 2.a.(1)(d) of Paragraph **C. Who Is An Insured** is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardiopulmonary resuscitation or first aid services administered by a co-"employee".

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraphs **a.** and **b.** of Paragraph **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS, Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

F. DEFINITIONS

Paragraph **F. Liability And Medical Expenses Definitions** is amended as follows:

1. MENTAL ANGUISH

(This provision does not apply in New York.)

Definition **3.** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time. (In New York, mental anguish has been determined to be "bodily injury".)

2. TEMPORARY WORKERS AS EMPLOYEES

Definition **5.** is replaced by the following:

5. "Employee" includes a "leased worker" and a "temporary worker".

3. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.)

Paragraph **f.(1)** of Definition **12.** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

4. DISCRIMINATION

(This provision does not apply in New York.)

A. The following is added to Definition **14.:**

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" is:

- a. Not done by or at the direction of:
 - (1) The insured; or
 - (2) Anyone considered an insured under Paragraph **C. Who Is An Insured**;
- b. Not done intentionally to cause harm to another person.
- c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- d. Not arising out of any "advertisement" by the insured.

B. The following definition is added:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

5. NOT FOR PROFIT MEMBERS

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

G. SECTION III — BUSINESS OWNERS COMMON POLICY CONDITIONS — Amendments

1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph C. **Concealment, Misrepresentation Or Fraud:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

2. Paragraph G. Liberalization is replaced by the following:

G. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

3. Primary and Non-Contributory Provision

The following is added to Paragraph 2. of Condition H. **Other Insurance:**

- c. This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under your policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. The following is added to Paragraph 2. of Condition K. **Transfer Of Rights Of Recovery Against Others To Us:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

- 1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
- 2. Such person or organization is an additional insured on your policy; or
- 3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 83 WBC BR8P0K

Endorsement Number:

Effective Date: 04/01/25 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Ready Rebound Inc

311 E CHICAGO ST STE 520
MILWAUKEE WI 53202

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us.
Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date: 04/08/25

Policy Expiration Date: 04/01/26



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	FLEET SERVICES	Date Rec'd	1/7/2026
Contact Name/Phone	RICK GIDDINGS 5096257706	Clerk's File #	OPR 2026-0021
Contact E-Mail	RGIDDINGS@SPOKANE CITY.ORG	Cross Ref #	
Agenda Item Type	Purchase w/o Contract	Project #	
Council Sponsor(s)	KKLITZKE	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	2026 FUNDS
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - PURCHASE OF 2 ELECTRIC VEHICLES FOR DEVELOPMENT SERVICES		

Agenda Wording

Fleet would like to purchase 2 2026 Toyota BZ Battery Electric Vehicles or similar as available for Development Services.

Summary (Background)

Development Services has requested 2 new EV vehicles to replace older units that have exceeded their economic lifecycle. Currently, the Toyota BZ is the least expensive option available, however availability issues may create the need to substitute a similar electric vehicle. Vehicles will be purchased using the Washington State DES contract. Total cost for both units including sales tax is not to exceed \$82,000. Overall lifecycle cost is significantly below comparable ICE vehicle.

What impacts would the proposal have on historically excluded communities?

None identified

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with city CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 82,000

Current Year Cost \$ 82,000

Subsequent Year(s) Cost \$ 0

Narrative

Vehicles will be purchased using the Washington State DES contract following all City Purchasing requirements. Lifecycle costs including capital cost, fuel, and maintenance will be significantly lower than comparable ICE units.

Amount**Budget Account**

Expense	\$ 82,000	# 4700-41200-94240-56404-99999
Select	\$	#

Funding Source One-Time**Funding Source Type** Program Revenue**Is this funding source sustainable for future years, months, etc?**

Yes

Expense Occurrence One-Time**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**

<u>Dept Head</u>	RUSSELL, ADAM T.	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			

Distribution List

rgiddings@spokanecity.org Tprince@spokanecity.org

atrussell@spokanecity.org

From: NOREPLY@des.wa.gov
Sent: Wed, 7 Jan 2026 06:56:32 -0800
To: Giddings, Richard
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2026-1-97 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-1-97 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Bud Clary Toyota of Yakima (W6870)
2230 Longfibre Road
Union Gap Wa 98903

Dealer Contact: Kathleen Brennan

Dealer Phone: (360) 423-4321

Dealer Email: toyota.orders@budclary.com

Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: rgiddings@spokanacity.org

Quote Notes: DSC Toyota BZ

Vehicle Location: SPOKANE CITY

Color Options & Qty

EXTRA COST - Wind Chill Pearl - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03091-0001	2026 Toyota BZ (BEV)	2	\$30,014.00	\$60,028.00
2026-03091-0002	INFORMATION ONLY: Vehicle Sales Tax is 8.6%	2	\$0.00	\$0.00
2026-03091-0003	INFORMATION ONLY: Bud Clary Toyota of Yakima (Clary Union Gap, LLC) - DES Vendor #W6870	2	\$0.00	\$0.00
2026-03091-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0200. Standard Equipment includes TWO keys. For additional keys, see option #0210.	2	\$0.00	\$0.00
2026-03091-0005	INFORMATION ONLY: Toyota is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to	2	\$0.00	\$0.00

uncontrollable increasing costs of raw materials, Toyota might not be able to provide price protection for vehicles that will need to be re-ordered as a 2026 model year. If Toyota is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.

2026-03091-0006	INFORMATION ONLY: Bud Clary Toyota of Yakima CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Absolutely NO cancellation if customer has licensed/registered vehicle.	2	\$0.00	\$0.00
2026-03091-0010	2026 Toyota BZ, XLE Trim Level, Front-Wheel Drive (FWD), Battery Electric Vehicle (BEV), 5-passenger SUV. Lithium ion battery; 57.7 kWh, 288.6V; Single electric motor, Estimated Range: 236 miles. (2873) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	2	\$0.00	\$0.00
2026-03091-0012	XLE TRIM - All-Wheel Drive (AWD) [Includes Dual electric motors; 74.7kWh battery capacity, 391V; 388 (front 224/rear 118) hp, 198/125 (front/rear) lb-ft torque; X-MODE drive mode with Snow/Dirt, Deep Snow/Mud and Grip Control Modes; Downhill Assist Control (DAC); (1) 12V120W auxiliary power outlet in bottom storage tray; Dual-zone automatic climate control with rear seat vents; Estimated Range: 288 miles] (2872)	2	\$4,300.00	\$8,600.00
2026-03091-0027	All weather floor liners and cargo tray (2T)	2	\$333.00	\$666.00
2026-03091-0030	First Aid Kit (Includes sting pads, bandages, stretch bandage, steel scissors, all in a flame retardant zipper case) (3Z)	2	\$30.00	\$60.00
2026-03091-0050	EXTRA COST PAINT: Wind Chill Pearl	2	\$466.00	\$932.00
2026-03091-0202	Delivery to customer in Eastern Washington (DLR)	2	\$200.00	\$400.00
2026-03091-0210	INFORMATION ONLY: Standard equipment includes TWO keys.	2	\$0.00	\$0.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	2
Sub Total:	\$70,686.00
10.6 % Sales Tax:	\$7,492.72
Quote Total:	\$78,178.72



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Date Rec'd	1/7/2026
Clerk's File #	OPR 2026-0023
Cross Ref #	
Project #	
Bid #	
Requisition #	2026 FUNDS

Submitting Dept FLEET SERVICES

Contact Name/Phone RICK GIDDINGS 509-625-7706

Contact E-Mail RGIDDINGS@SPOKANE CITY.ORG

Agenda Item Type Purchase w/o Contract

Council Sponsor(s) KKLITZKE

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name 5100 - PURCHASE OF 8 REFUSE TRUCKS FOR SOLID WASTE COLLECTIONS

Agenda Wording

Fleet would like to purchase a total of 8 Refuse Trucks for the Solid Waste Collections Department as part of 2026 planned replacements.

Summary (Background)

Solid Waste Collections is scheduled to replace 8 diesel refuse trucks that have exceeded their economic lifecycle with 8 new RNG powered trucks in 2026 as follows: 2 Battle chassis with Leach Rear Load bodies from Dobb's Peterbilt for \$1,125,236 3 Mack chassis with Western Cascade Tilt Frame bodies from Bruckner Truck Sales for \$1,216,887 3 Mack chassis with Witke Front Load bodies from Bruckner Truck Sales for \$1,652,765 All will be purchased off approved Cooperative Contracts. Total cost for all 8 trucks including sales tax is \$3,994,888

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost data is collected by Fleet for future analysis.

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

Aligns with City CIP and Centralized Fleet Management Policy

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$ 3,994,888
Current Year Cost	\$ 3,994,888
Subsequent Year(s) Cost	\$ 0

Narrative

All vehicles will be purchased using approved cooperative contracts following all City Purchasing requirements. Replacing older diesel trucks with new RNG units drastically reduces maintenance and fuel costs.

Amount**Budget Account**

Expense	\$ 3,994,888	# 4500-45900-94370-56404-99999
Select	\$	#

Funding Source	One-Time
-----------------------	----------

Funding Source Type	Reserves
----------------------------	----------

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

Yes

Expense Occurrence	One-Time
---------------------------	----------

Other budget impacts (revenue generating, match requirements, etc.)**Approvals****Additional Approvals**

<u>Dept Head</u>	RUSSELL, ADAM T.	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			

Distribution List

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DOBBS PETERBILT

November 12, 2025

Mr. Adam Russell
Assistant Fleet Services Director
City of Spokane
915 N Nelson Street
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT Battle Motors #032824-CRN and
LABRIE #110223-LEG.

Dobbs Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City Spokane for the purchase of (2) two or more CCC LET2 CNG Labrie Leech 2RII 25 yrd Rear Loader Refuse Trucks per Sourcewell Contract Battle Motors #0324824-CRN and Sourcewell Contract #110223-LEG - Labrie.

Following, please find the breakdown of the base prices and options:

-2025 CCC LET2-46 L9N CNG Dual Drive RH Standup chassis per the City of Spokane specifications. Sourcewell Contract Price.	\$ 262,244.67
-Floorplan or interest cost of 240 days at \$39.15 per day or \$9,395.81	\$ 9,395.81
-PDI	\$ 1,000.00
-Battle Pilot/Plant Tour	\$ 3,000.00
-Detailing.	\$ 300.00
-Fuel.	<u>\$ 200.00</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-Subtotal	\$ 276,140.48
-Extended Price	<u>\$552,280.96</u>
-2025 Leach 2RII Heavy Duty 25 C.Y. Residential Rear Loader. See attached detail. Includes Drum Winch and Roof Mounted CNG Tanks (4 Roof Tanks-60 DGE).	\$183,583.80
-Freight Low Boy to Spokane WA	\$ 10,500.00

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

23501 E Knox Ave
Liberty Lake, WA
99109
(509) 535-4241
FAX: (509) 536-3949

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

-PDI	\$ 2,800.00
-Skid Plates	\$ 1,250.00
-Installation of a Groeneveld EP-0 Single Line automated lubrication System with in-cab display on a Leach 2R-III Rear Load Refuse Body with extension of greasing system to include 3 -axle chassis.	\$ 6,835.00
-Perkins Locker with Cylinders	\$ 8,352.00
-Bayne Revolution HD Mobile Refuse Cart Lifter	\$ 15,464.00
-Safety Vison DUAL Camera System w/ Shuttered 7" Color Monitor Includes installation	\$ 4,145.00
-New 311 Graphics & Paint Stripes CNG Graphics: Side & Tailgate	\$ 5,420.00
-Curved Light Bar Installed on tailgate facing rear	\$ 1,200.00
 Subtotal	 <u>\$239,549.80</u>
<u>Extended Price</u>	\$ 479,099.60
Subtotal before SST	\$515,690.28
<u>Extended Price</u>	\$1,031,380.56
Washington State Sales Tax (9.1%)	\$ 46,927.82
<u>Extended Price</u>	\$ 93,855.63
,	
Total per Unit	\$562,618.10
<u>Extended Price</u>	\$ 1,125,236.20
	=====

An early pay discount of \$7,000.00 can be applied to cost of chassis if paid upon delivery to body company. Cost of chassis would be \$255,244.67

Additional tariffs or surcharges may apply if enacted. Will notify city within 5 days of notice from manufacturer.

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Ian Griffin

Refuse Sales

Dobbs Peterbilt, Inc.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

HT06-20

Date
Prepared:

12/11/2025

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Spokane		Contractor:	Bruckner Truck Sales	
Contact Person:			Prepared By:	Bob Davie	
Phone:			Phone:	512-632-6622	
Fax:			Fax:	210-666-7216	
Email:			Email:	bob.davie@brucknertruck.com	
Product Code:	I13	Description:	Mack TE64RNatural Gas		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	42900
---	-------

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RDS 4500 6 speedw/retarder	34500	Frame liner	3250
Allison Vocational package	3500	Transmision Cooler	3200
Power divider Lockout	4550	425/65R 22.5	4500
M-Ride 46k Springs	9800	22.5 Rear Tires	5900
MP8 505	10500	22.5x12.25	6900
Static Load Cushions	3220	Diff Lock	3900
Allison Neutral Control	4200	Emmision OBD	3250
Flaming River Disconnect	3150	20K Front Axle	7800
20K Taperleaf Springs	7700	Transyend	3250
Galbreath Rolloff	54950	Allison Torque Converter	3250
226 Wheelbase	4900	Subtotal From Additional Sheet(s):	
Mack 46K axle	9800	Subtotal B:	

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Pump Mount Provisions	10800	Groeneveld Install and On-Spot Chains	14634
Air Disc Brakes Front and Rear	13617	Transm Auto Neutral on P-Brake	
Upgrade L9N-G 320 Cummins HP	11500	Subtotal C:	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	23%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Agility Tank Install	44342		0
Upgrade to WCC Endless Chain rolloff	31795	Subtotal D:	

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

Quantity Ordered:	1	X Subtotal of A + B + C + D:	369955	=	Subtotal E:	369955
					Subtotal F:	1500

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G:

Delivery Date:

H. Total Purchase Price (E+F+G):

371455



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

HT06-20

Date
Prepared:

12/11/2025

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Spokane		Contractor:	Bruckner Truck Sales	
Contact Person:			Prepared By:	Bob Davie	
Phone:			Phone:	512-632-6622	
Fax:			Fax:	210-666-7216	
Email:			Email:	bob.davie@brucknertruck.com	
Product Code:	I13	Description:	Mack TE64RNatural Gas		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

42900

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RDS 4500 6 speedw/retarder	34500	Frame liner	3250
Allison Vocational package	3500	Transmision Cooler	3200
Power divider Lockout	4550	425/65R 22.5	4500
M-Ride 46k Springs	9800	22.5 Rear Tires	5900
Diffuser	3200	22.5x12.25	6900
Static Load Cushions	3220	Diff Lock	3900
Allison Neutral Control	4200	Emmision OBD	3250
Flaming River Disconnect	3150	20K Front Axle	7800
20K Taperleaf Springs	7700	Transyend	3250
Mack MP7	8900	Allison Torque Converter	3250
210 Wheelbase	4500	Subtotal From Additional Sheet(s):	
Mack 46K axle	9800	Subtotal B:	

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Pump Mount Provisions	8800	10" Frame Extension Refuse Service	1200
Air Disc Brakes Front and Rear	11617		0
Upgrade L9N-G 320 Cummins HP	11500		Subtotal C:
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Labrie Witke	284770		0
			Subtotal D:

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

503007

Quantity Ordered:	1	X Subtotal of A + B + C + D:	503007	=	Subtotal E:	503007
					Subtotal F:	1500

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G:

Delivery Date:

H. Total Purchase Price (E+F+G):

504507



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	INFORMATION TECHNOLOGY	Date Rec'd	12/17/2025
Contact Name/Phone	PEGGY LUND X6954	Clerk's File #	
Contact E-Mail	KLUND@SPOKANE CITY.ORG	Cross Ref #	OPR 2017-0005
Agenda Item Type	Contract Item	Project #	
Council Sponsor(s)	KKLITZKE PDILLON	Bid #	RFP 4196-16
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5300 PMWEB, INC		

Agenda Wording

Contract with PMWeb, Inc for Capital Project Management Software from February 1, 2026, through January 31, 2027, for a total cost of \$99,000 plus tax.

Summary (Background)

The City selected PMWeb, Inc through RFP#4196-16 to provide Capital Project Management and Engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. This software provides for an all-in-one modular solution for the entire Plan, Build, and Capital Construction Operating Lifecycle. Last years total was \$105,000 plus tax. This year's total is \$99,000 plus tax. The term is 2/1/2026 - 1/31/2027. The cost difference is due to a reduction in licenses.

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 Capital Project Management Software.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 99,000

Current Year Cost \$ 99,000

Subsequent Year(s) Cost \$

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

Expense	\$ 99,000 plus tax	# 5300-73300-18850-54214
Select	\$	#

Funding Source**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence****Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**

<u>Dept Head</u>	MARTINEZ, LAZ	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>			
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

Michael Vernon; Michael.vernon@pmweb.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	karcher@spokanecity.org



City of Spokane

CONTRACT

**Title CAPITAL MANAGEMENT SOFTWARE
AND IMPLEMENTATION SERVICES**

THIS CONTRACT is between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PMWEB INC**, whose address is 18101 Collins Avenue, No. 1005, Sunny Isles Beach, Florida 33160, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Capital Management Software and Implementation Services for the Public Works Department (PMWeb Annual SaaS), in accordance with Company's Invoice #11822602 dated November 19, 2025, 2025, attached as Exhibit B. Company was selected through Request for Proposal No.4196-16. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin February 1, 2026, and run through January 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four (4) one (1) year renewals.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **NINETY-NINE THOUSAND AND NO/100 DOLLARS (\$99,000.00)**, plus tax if applicable; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

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

10. **INSURANCE.** During the 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 or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

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

PMWEB, INC.

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Attest:

City Clerk _____

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Invoice dated November 19, 2025

25-261

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Approved as to form:

Assistant City Attorney _____

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

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

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

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

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

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

EXHIBIT B

Invoice #: 11822602

Invoice Date: 11/19/2025

PO Number:
Payment Terms: See Due Date

Due Date: 1/31/2026

Bill To:

City of Spokane
INFORMATION TECHNOLOGY DEPARTMENT
Seventh Floor, City Hall, 808 West Spokane Falls Blvd
Spokane, WA 99201

PMWeb Annual SaaS: 2/1/2026 - 1/31/2027

Description	Qty	U/M	Rate	Amount
<u>PMWeb Toolbox</u>				
Basic User Pool S&M Renewal (Discounted 100%)	1	Y	0.00	0.00
Subtotal: Toolbox	1			0.00
<u>PMWeb SaaS</u>				
Dedicated Server Renewal	2	Y	6,000.00	12,000.00
SaaS Full User License Fee	21	Y	1,500.00	31,500.00
SaaS Guest Concurrent User License Fee	30	Y	1,200.00	36,000.00
SaaS Guest Named User License Fee	30	Y	600.00	18,000.00
Subtotal: SaaS	83			97,500.00
<u>PMWeb Other</u>				
Additional Database	2	Y	750.00	1,500.00
Subtotal: Other	2			1,500.00

Product and Services Subject to Terms & Conditions as set forth within PMWeb Agreements		Total	\$99,000.00
Please Remit Payment To:	You may remit payment using the bank wire information below:		***All amounts are shown in Dollars (USD)***
PMWeb Accounts Receivable 1 Pope Street Wakefield, MA 01880 EIN: 86-1875341			You may remit payment via EFT using the information to the left or by check to the address at the top of this Invoice.
Full Company Name: PMWeb, Inc. Bank Name: Bank of America Account#: 898114191758 Swift Code: BOFAUS3N Wire Transfer #: 026009593 ACH Transfer #: 063000047			



Washington State Department of Revenue

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** PMWEB. INC.**Business name:** PMWEB**Entity type:** Corporation**UBI #:** 604-755-303**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:**
2875 NE 191ST ST
PH 6
AVENTURA FL 33180-2894**Mailing address:**
1 POPE ST
WAKEFIELD MA 01880-2179

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
Kirkland General Business - Non-Resident				Active	May-31-2026	May-24-2024
SeaTac General Business - Non-Resident				Active	May-31-2026	May-10-2021
Spokane General Business - Non-Resident				Active	May-31-2026	May-07-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
VERNON, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------



Registered trade names	Status	First issued
PMWEB	Active	May-04-2021

The Business Lookup information is updated nightly. Search date and time:
10/30/2025 12:29:31 PM

Contact us

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CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER	World Insurance Associates, LLC 201 Edgewater Dr., Suite 270 Wakefield, MA 01880	CONTACT Ben Markle NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: benmarkle@worldinsurance.com	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Fidelity and Guaranty Insurance Company	35386
INSURED	PMWeb, Inc. & BSIV Hold 104, LP 1 Pope Street Wakefield, MA 01880	INSURER B : Property and Casualty Insurance Company of Hartford	34690
		INSURER C : Travelers Home & Marine Insurance Co.	27998
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSURER LTR													
INSURER 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 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:			BIP8Y034907	8/26/2025	8/26/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BIP8Y034907	8/26/2025	8/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			13SBMBJ7D8K	8/26/2025	8/26/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT						
C	Crime			0106900309LB	4/3/2025	4/3/2028	Crime \$ 1,000,000						
C	Crime			0106900309LB	4/3/2025	4/3/2028	Computer Fraud \$ 1,000,000						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) With respect to the General Liability and Hired and Non-Owned Auto Liability policy, certificate holder is additional insured when required in a written contract with the named insured													
With respect to the General Liability and Hired and Non-Owned Auto Liability policy, Waiver of Subrogation applies to certificate holder when required in a written contract with the named insured													
Umbrella policy is follow form SEE ATTACHED ACORD 101													

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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY World Insurance Associates, LLC	NAMED INSURED PMWeb, Inc. & BSIV Hold 104, LP 1 Pope Street Wakefield, MA 01880 Middlesex	
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The City of Spokane is included as an additional insured with respect to the Named Insured's Liability policies when required by a written contract or agreement. Blanket Waiver of Subrogation applies in favor of the City of Spokane per the Waiver of Our Right to Recover from Others Endorsement WC000313, attached to this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2025

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).

PRODUCER		CONTACT NAME: Kelly Lamb
AssuredPartners of New Jersey LLC 20 Commerce Drive Suite 200		PHONE (A/C, No, Ext): (732) 574-8000
Cranford NJ 07016		FAX (A/C, No): (732) 574-8001
		E-MAIL ADDRESS: kelly.lamb@assuredpartners.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Travelers Excess and Surplus Lines Co NAIC #
INSURED		INSURER B:
BSIV Hold 104, LP PMWEB LLC 1 Pope Street Wakefield MA 01880		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: CL25102954347 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$											
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$											
							MED EXP (Any one person)	\$											
							PERSONAL & ADV INJURY	\$											
							GENERAL AGGREGATE	\$											
							PRODUCTS - COMP/OP AGG	\$											
	GEN'L AGGREGATE LIMIT APPLIES PER:						OTHER:	\$											
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident)	\$											
							BODILY INJURY (Per person)	\$											
							BODILY INJURY (Per accident)	\$											
							PROPERTY DAMAGE (Per accident)	\$											
								\$											
	AUTOMOBILE LIABILITY						UMBRELLA LIAB	<input type="checkbox"/> OCCUR	EACH OCCURRENCE	\$									
	ANY AUTO											EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE	\$				
	OWNED AUTOS ONLY																		\$
	Hired AUTOS ONLY																		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	N / A								PER STATUTE	OTHE- R						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$								
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$								
										E.L. DISEASE - POLICY LIMIT	\$								
A	Cyber Security & Privacy and Technology and Professional Liability			TEO-108097839-00	11/04/2025	11/04/2026	Each Claim	\$5,000,000											
							Aggregate	\$5,000,000											
							Retention	\$25,000											

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

Excess Cyber Security & Privacy and Technology and Professional Liability Coverage; Policy #G47496585 001, Westchester Surplus Lines Ins. Effective 11/4/2025 to 11/4/2026. Limit: \$5,000,000 xs \$5,000,000

CERTIFICATE HOLDER

CANCELLATION

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

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TECHNOLOGY SERVICES EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section B. EXCLUSIONS:

1. The following is added to Exclusion B.1.j., Professional Services:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the insured's "technology services".

2. With respect to the coverage provided by this endorsement only, Paragraphs (4) and (5) of Exclusion B.1.k., Damage To Property, are deleted.

B. The following exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering or failure to render "technology services" involved with or related to:

- (1) Emergency response systems or services;
- (2) Medical diagnostic services or processes;
- (3) Aviation or aerospace applications, operations or systems;
- (4) Combat or weapons systems including all electronics subsystems;
- (5) Guidance or navigation systems for vehicles or watercraft;
- (6) Terrorism detection or prevention systems;
- (7) Pollution or environmental control, testing, monitoring or remediation; or
- (8) Physical security including but not limited to fire, sprinkler, smoke, burglar alarm or monitoring systems or access control.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" arises out of the rendering of or the failure to render any services described in Paragraphs (1) through (8) above.

C. The following is added to Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

The limits of coverage provided by this endorsement are within, and not in addition to, the otherwise applicable Limits of Insurance for "bodily injury" or "property damage" as provided by Section D., **LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**.

Any damages we pay on your behalf as covered by this endorsement will erode the General Aggregate limit available to make payments for any other claim. Similarly, any payment made on your behalf for covered losses will also erode the General Aggregate limit available to pay for losses covered under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



D. With respect to the coverage provided by this endorsement only, the following definition is added to Section F., LIABILITY AND MEDICAL EXPENSE DEFINITIONS:

"Technology services" means any of the following services performed for others:

- a. Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems hardware, devices or components;
- b. Integration of systems;
- c. Processing of, management of, mining or warehousing of data;
- d. Administration, management, operation or hosting of another party's systems, technology or computer facilities;
- e. Website development or website hosting;
- f. Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
- g. Manufacture, sale, licensing, distribution or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
- h. Design and development of: code, software or programming; or
- i. Providing software application services, rental or leasing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Employees – Supervisory Positions
- D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
- F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- G. Blanket Additional Insured – Broad Form Vendors
- H. Blanket Additional Insured – Controlling Interest

PROVISIONS

- A. NON-OWNED WATER CRAFT – 75 FEET LONG OR LESS**
 1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
 2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either uses or

- I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- L.. Medical Payments – Increased Limit
- M. Blanket Waiver Of Subrogation
- N. Contractual Liability – Railroads
- O. Damage To Premises Rented To You

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

- B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

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 are the sole owner of, or 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.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FOR MED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- 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.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP SO OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless 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;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	INFORMATION TECHNOLOGY	Date Rec'd	12/18/2025
Contact Name/Phone	PEGGY LUND X6954	Clerk's File #	OPR 2022-0920
Contact E-Mail	KLUND@SPOKANE CITY.ORG	Cross Ref #	
Agenda Item Type	Contract Item	Project #	
Council Sponsor(s)	KKLITZKE PDILLON	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	AMENDMENT/EXTENSION OF GRANICUS GOVQA PUBLIC RECORDS REQUEST		

Agenda Wording

Contract Amendment/Extension with Granicus (Saint Paul, MN) for Public Records Request Platform, Amendment to add another module to the platform and an extension to make this a five (5) year contract from December 1, 2025 through November 30, 2030.

Summary (Background)

This is an Amendment and Extension to the GovQA contract just approved. The Amendment is to add the Interagency module for Police and the additional funds for the module as well as an Extension to make this a five (5) year contract to mitigate the annual CPI increase from 7.5% to 5% annually.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

NA

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$ 348,555.96 (Not Including tax)
Current Year Cost	\$ 63,079.84
Subsequent Year(s) Cost	\$

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

Expense	\$ 63,079.84	# 5300-73300-18850-54214
Select	\$	#

Funding Source**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence****Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	
<u>Accounting Manager</u>	BAIRD, CHRISTI
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Distribution List

Alexander Gray; ALEXANDERGRAY@GRANICUS.COM	Accounting - ywang@spokaneicity.org
Contract Accounting - ddaniels@spokaneicity.org	Legal - mharrington@spokaneicity.org
Purchasing - cwahl@spokaneicity.org	IT - itadmin@spokaneicity.org
Tax & Licenses	



City of Spokane

CONTRACT AMENDMENT and EXTENSION

Title: **PUBLIC RECORDS REQUEST
PLATFORM**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GRANICUS, LLC.**, whose address is 408 Saint Peter Street, Suite 600, Saint Paul, Minnesota 55102 / **remittance address: 1152 15th Street NW, Suite 800, Washington DC 20005**, 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 Public Records Request Platform, in accordance with the Master Service Agreement; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 10, 2022, and December 11, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on December 1, 2025, and shall end November 30, 2030.

3. AMENDMENT.

The original Contract is amended as follows:

The City wants to add another module to the platform, which is the Interagency module for Police and the additional funds for the module.

The Parties have requested to make this a five (5) year contract to mitigate the annual CPI increase.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWELVE THOUSAND AND NO/100 DOLLARS (\$12, 000.00)** for the first year (2025 / 2026) with the new module not to exceed the total compensation amount of **SIXTY-THREE THOUSAND SEVENTY-NINE AND 84/100 DOLLARS (\$63,079.84)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment and Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

Year 1:	\$ 63,079.84
Year 2:	\$ 66,233.81
Year 3:	\$ 69,545.53
Year 4:	\$ 73,022.82
Year 5:	\$ 76,673.96
TOTAL:	\$348,555.96

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

GRANICUS LLC.

By _____
Signature _____ Date _____

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE
By _____
Signature _____ Date _____

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Company's Quote Q-500769 which provides for the Pricing Summary regarding the new Module on page 3 and Future Year Pricing on page 4, dated November 26, 2025

Exhibit A



Amendment
Prepared for
Spokane, WA

Second Amendment to the Granicus Service Agreement between Granicus, LLC and Spokane, WA

This Second Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Spokane, WA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 01 Dec 2022 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-500769, which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the Client and Granicus wish to extend the Agreement through 30 Nov 2030; and

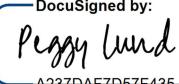
NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation to be paid to Granicus under the Agreement shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The Agreement shall be extended through 30 Nov 2030.
3. Client may terminate the Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.
4. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
5. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Spokane, WA	
Signature:	DocuSigned by:  A237DAF7D67F435...
Name:	Peggy Lund
Title:	Senior IT Manager
Date:	12/12/2025

Granicus	
Signature:	DocuSigned by:  71FB6CB5D848403...
Name:	Greg Eck
Title:	Senior Manager, Contracts
Date:	11/26/2025



THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Spokane, WA

Exhibit A

ORDER DETAILS

Prepared By: Karol Arroyo
Phone:
Email: karol.arroyo@granicus.com
Order #: Q-500769
Prepared On: 26 Nov 2025
Expires On: 30 Nov 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 60 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Nov 2025
Initial Order Term End Date: 30 Nov 2030
Period of Performance: 01 Dec 2025 - 30 Nov 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Interagency Request Management	Annual	1 Each	\$10,090.00
Interagency Request Management Annual Services and Maintenance	Annual	1 Each	\$1,910.00
Hosted Data Storage (TB)	Annual	1 Each	\$0.00
SUBTOTAL:			\$12,000.00

- Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Spokane, WA is able to contact Granicus for a report on how much storage has been used.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
ADFS/Single Sign-on Module	Annual	1 Each	\$3,610.69
Attachment Search w/OCR	Annual	1 Each	\$0.00
FOIA Module Non Enterprise	Annual	1 Each	\$22,537.40
Fortress Hosting	Annual	1 Each	\$6,013.69
CRM Module	Annual	1 Each	\$879.45
Hosted Data Storage (TB)	Annual	2 Each	\$5,115.64
Invoicing Module	Annual	1 Each	\$3,610.69
Payments Module	Annual	1 Each	\$3,610.69
Redaction License (per named user)	Annual	3 Each	\$2,251.92
Redaction License (per named user)	Annual	1 Each	\$526.43
Subpoena Appearances Module	Annual	1 Each	\$2,923.24
SUBTOTAL:			\$51,079.84

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Dec 2026 - 30 Nov 2027	01 Dec 2027 - 30 Nov 2028	01 Dec 2028 - 30 Nov 2029	01 Dec 2029 - 30 Nov 2030
Interagency Request Management	\$10,594.50	\$11,124.23	\$11,680.44	\$12,264.46
Interagency Request Management Annual Services and Maintenance	\$2,005.50	\$2,105.78	\$2,211.06	\$2,321.62
Hosted Data Storage (TB)	\$0.00	\$0.00	\$0.00	\$0.00
ADFS/Single Sign-on Module	\$3,791.22	\$3,980.79	\$4,179.83	\$4,388.82
Attachment Search w/OCR	\$0.00	\$0.00	\$0.00	\$0.00
FOIA Module Non Enterprise	\$23,664.27	\$24,847.48	\$26,089.86	\$27,394.35
Fortress Hosting	\$6,314.37	\$6,630.09	\$6,961.60	\$7,309.68
CRM Module	\$923.42	\$969.59	\$1,018.07	\$1,068.98
Hosted Data Storage (TB)	\$5,371.42	\$5,639.99	\$5,921.99	\$6,218.09
Invoicing Module	\$3,791.22	\$3,980.79	\$4,179.83	\$4,388.82
Payments Module	\$3,791.22	\$3,980.79	\$4,179.83	\$4,388.82
Redaction License (per named user)	\$2,364.52	\$2,482.74	\$2,606.88	\$2,737.22
Redaction License (per named user)	\$552.75	\$580.39	\$609.41	\$639.88
Subpoena Appearances Module	\$3,069.40	\$3,222.87	\$3,384.02	\$3,553.22
SUBTOTAL:	\$66,233.81	\$69,545.53	\$73,022.82	\$76,673.96



Spokane, WA

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
[: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://GRANICUS.COM/SEMIANNUAL-UPDATES/)

PRODUCT DESCRIPTIONS

Solution	Description
Interagency Request Management	Effectively process requests received from other government agencies outside of your own agency online in a timely, formalized, and secure manner. Replaces paper-based procedures, burning of CDs, and records silos that can result in gaps, delays, and redundancies Converts offline, labor-intensive processes with little formal structure into efficient, online, centralized, and standardized workflows
Interagency Request Management Annual Services and Maintenance	<p>Year 1 Services: The Granicus Services Team will conduct weekly requirements-gathering interviews with the customer over a period of 12 weeks during which the consultant will identify the configuration needed for successful Interagency Request tracking, analysis, and disposition of Interagency Requests in a manner that matches or enhances the customer's existing business processes and aligns with industry best practices. The Services Team will configure Interagency Requests and coach the customer's project team on change management. Once the Interagency module is configured a designated Trainer will be assigned to perform live training sessions.</p> <p>Year 2+ Services: In addition to Granicus Support and Success the Services team will be available upon request to provide the following GovQA Assistance for customers:</p> <ul style="list-style-type: none"> • New Staff Training (4 hours) • Add/Update Retention Schedules • Custom Field Updates • Admin Task Updates: Adding Staff, Updating Workflows & Letterhead Templates • Recommended System Cleanup and Refresh • Report Creation
Hosted Data Storage (TB)	A secure, cloud-based repository for storing documents related to records requests, designed to meet public sector compliance standards while ensuring dependable access and retention.
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module

Solution	Description
Attachment Search w/OCR	Attachment Search w/OCR
FOIA Module Non Enterprise	A centralized public records request management and tracking platform which includes:
Fortress Hosting	Legacy - Fortress Hosting
CRM Module	CRM Module
Hosted Data Storage (TB)	A secure, cloud-based repository for storing documents related to records requests, designed to meet public sector compliance standards while ensuring dependable access and retention.
Invoicing Module	A secure, configurable way to generate and issue cost estimates and invoices for records requests—streamlining financial operations and supporting compliance with transparency and audit requirements.
Payments Module	Enables online payment of request-related fees presented via invoices by creating a connection with your existing payment processing vendor or a Granicus preferred vendor.
Redaction License (per named user)	Named user licenses for in-app Redaction feature that provides secure, irreversible redaction through automated quality checks and multi-layer document flattening. Key features include:Automatic detection and redaction of sensitive data through saved searches and pattern matchingManual redaction of images and text that is not machine readableBuilt-in exemption citations and optional legal redaction logsDraft saving, sharing, and merging for collaborative workflowsSecure storage of original and redacted versions with audit trails
Redaction License (per named user)	Named user licenses for in-app Redaction feature that provides secure, irreversible redaction through automated quality checks and multi-layer document flattening. Key features include:Automatic detection and redaction of sensitive data through saved searches and pattern matchingManual redaction of images and text that is not machine readableBuilt-in exemption citations and optional legal redaction logsDraft saving, sharing, and merging for collaborative workflowsSecure storage of original and redacted versions with audit trails
Subpoena Appearances Module	Subpoena Appearances Module"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER The Baldwin Group Mid-Atlantic LLC DBA BCP Tech 1511 Baltimore, Ste 200 Kansas City MO 64108		CONTACT NAME: PHONE (A/C, No, Ext): 816-523-2323 E-MAIL ADDRESS: info@brushkc.com	FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		NAIC #
License#: CA#0658748 INSURED Granicus, LLC 1152 15th Street, Suite 800 Washington, DC 80202		INSURER A : Berkley National Insurance Com INSURER B : Riverport Insurance Company INSURER C : Federal Insurance Company INSURER D : ACE American Insurance Company INSURER E : INSURER F :	38911 36684 20281 22667	
		GRANLLC-01		

COVERAGES

CERTIFICATE NUMBER: 816848996

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	COMMERCIAL GENERAL LIABILITY			Y	N	TCP 7024348 - 12		10/20/2025	10/20/2026	EACH OCCURRENCE	\$ 1,000,000					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000					
										MED EXP (Any one person)	\$ 15,000					
										PERSONAL & ADV INJURY	\$ 1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 2,000,000					
	X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG	\$ 2,000,000					
	OTHER:										\$					
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000					
	X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY									BODILY INJURY (Per person)	\$					
										BODILY INJURY (Per accident)	\$					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Y	N	TCP 7024348 - 12		10/20/2025	10/20/2026	PROPERTY DAMAGE (Per accident)	\$					
										Deductible	\$ \$1000					
	DED RETENTION \$									EACH OCCURRENCE	\$ 15,000,000					
										AGGREGATE	\$ 15,000,000					
											\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N N	N / A	TWC 7024349-12		10/20/2025	10/20/2026	X PER STATUTE	OTH-ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$ 1,000,000					
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000					
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
C D	Crime-Theft of Client Prop Cyber / Tech E&O					J06844844 D0246732A		1/29/2025 10/20/2025	1/29/2026 10/20/2026	Limit / Retention Limit/ Retention	5,000,000/\$50,000 5,000,000/\$250,000					

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane Info and Tech Sers Division are included as Additional Insured with respect to General Liability and Umbrella if required by written contract and subject to terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Info and Tech Sers Division
City Hall - 7th Floor 808 West 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

Travis Holt



Washington State Department of Revenue

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** GRANICUS, LLC**Business name:** GRANICUS**Entity type:** Limited Liability Company**UBI #:** 602-241-678**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:**
1152 15TH ST NW
STE 800
WASHINGTON DC 20005-1723**Mailing address:**
408 SAINT PETER ST
STE 600
SAINT PAUL MN 55102-1125

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
Bucoda General Business - Non-Resident				Active	Jul-31-2026	Aug-11-2025
Federal Way General Business - Non-Resident				Active	Sep-30-2026	Jun-22-2022
Mountlake Terrace General Business - Non-Resident				Active	Sep-30-2026	Oct-18-2024
Spokane General Business - Non-Resident				Active	Sep-30-2026	Nov-01-2022
Tumwater General Business - Non-Resident	F-002311			On Hold	Sep-30-2026	Oct-14-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title

Owners and officers	Title
ATLAS, RYAN	
CARTER, JOSHUA	
COPLAND, JORDAN	
HYNES, MARK	
KLEINMAN, IRA	
KLOMHAUS, DEREK	
SCHOENTHAL, ANDREW	
SEVERSON, PATRICK	

Registered Trade Names

Registered trade names	Status	First issued
GOVDELIVERY, INC.	Active	Jul-06-2007
GRANICUS	Active	Jun-02-2017



View Additional Locations

The Business Lookup information is updated nightly. Search date and time:
9/25/2025 12:48:12 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Date Rec'd	1/6/2026	
Clerk's File #	ORD C36781	
Cross Ref #		
Project #		
Bid #		
Requisition #		
Submitting Dept	INTEGRATED CAPITAL	
Contact Name/Phone	NATE SULYA 625-6988	
Contact E-Mail	NSULYA@SPOKANE CITY.ORG	
Agenda Item Type	Emergency Ordinance	
Council Sponsor(s)	KKLITZKE	
Sponsoring at Administrators Request	NO	
Lease? NO	Grant Related? NO	Public Works? NO
Agenda Item Name	AMENDING 2026 TRANSPORTATION IMPACT FEE SCHEDULE	

Agenda Wording

Amending Ordinance C36781 - 2026 Transportation Impact Fee Schedule, to correct minor clerical errors.

Summary (Background)

Correcting minor clerical errors to the previously published traffic impact fees - 17D.075.080 Appendix A

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0.00

Current Year Cost \$ 0.00

Subsequent Year(s) Cost \$

Narrative

N/A

Amount**Budget Account**

Neutral	\$	#
Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head PICANCO, KEVINDivision Director FEIST, MARLENEAccounting Manager ALBIN-MOORE, ANGELALegal SCHOEDEL, ELIZABETHFor the Mayor PICCOLO, MIKE**Distribution List**

tax&licenses@spokanecity.org

icmaccounting@spokanecity.org

eraea@spokanecity.org

nsulya@spokanecity.org

ORDINANCE NO. C36781

AN ORDINANCE relating to transportation impact fees; amending SMC section 17D.075.180 to chapter 17D; of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 17D.075.180 is amended to read as follows:

17D.075.180 Appendix A – Impact Fee Schedule

Appendix A



2026 Downtown District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$249.65
Single Family Attached (duplex, townhouse)	215	dwelling	\$151.39
Multi-Family 1-2 level	220	dwelling	\$135.45
Multi-Family 3-10 level	221	dwelling	\$103.58
ADU	-	dwelling	\$103.58
Multi Family Low-Income (1-2 level)	223	dwelling	\$122.17
Assisted Living	254	bed	\$50.67
Continuing Care Retirement Comm	255	dwelling	\$40.11
Nursing Home	620	bed	\$29.56
Commercial – Services			
Hotel (3 Levels or More)	310	room	\$178.13
Hotel/Motel	320	room	\$141.90
Movie Theater	444	sq ft/GFA	\$0.51
Health Club	492	sq ft/GFA	\$0.62
Day Care	565	sq ft/GFA	\$1.26
Bank	912	sq ft/GFA	\$1.38
Commercial – Institutional			
Elementary School	520	sq ft/GFA	\$0.14
Middle School	522	sq ft/GFA	\$0.10
High School	530	sq ft/GFA	\$0.11
University/College	550	ASF	\$0.15
Religious Institute	560	sq ft/GFA	\$0.12
Library	590	sq ft/GFA	\$0.83
Hospital	610	sq ft/GFA	\$0.28
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$1.16
General Office	710	sq ft/GFA	\$0.40
Medical Office / Clinic	720	sq ft/GFA	\$0.88
Office Park	750	sq ft/GFA	\$0.39

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$0.41
Specialty Retail Center	826	sq ft/GLA	\$0.24
Hardware/Paint Store	816	sq ft/GFA	\$0.42
Nursery/Garden Center	817	sq ft/GFA	\$0.77
Shopping Center	820	sq ft/GLA	\$0.35
Car Sales - New/Used	841	sq ft/GFA	<u>((0.525)) \$0.52</u>
Tire Store	848	Service bay	\$462.86
Supermarket	850	sq ft/GFA	\$0.90
Convenience Market	851	sq ft/GFA	\$2.05
Pharmacy	881	sq ft/GFA	\$0.64
Furniture Store	890	sq ft/GFA	\$0.03
Quick Lubrication Vehicle Shop	941	Service Bay	\$754.00
Auto Parts & Service Center	943	sq ft/GFA	\$0.57
Service Station/Minimart/Carwash	853	VFP	\$779.20
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.33
Heavy Industrial	120	sq ft/GFA	\$0.23
Industrial Park	132	sq ft/GFA	<u>((1.01)) \$0.29</u>
Manufacturing	140	sq ft/GFA	<u>((1.67)) \$0.25</u>
Warehousing	150	sq ft/GFA	<u>((2.48)) \$0.11</u>
Mini-Storage	151	sq ft/GFA	<u>((0.97)) \$0.06</u>
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$1.03
Quality Restaurant	931	sq ft/GFA	\$0.99
High Turnover Restaurant	932	sq ft/GFA	\$1.01
Fast Casual	-	sq ft/GFA	\$1.67
Fast Food Restaurant	934	sq ft/GFA	\$2.48
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$0.97

BASE RATE PER PM TRIP

((277)) \$227



2026 Northwest District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$913.93
Single Family Attached (duplex, townhouse)	215	dwelling	\$554.19
Multi-Family 1-2 level	220	dwelling	\$495.86
Multi-Family 3-10 level	221	dwelling	\$379.19
ADU	-	dwelling	\$379.19
Multi Family Low-Income (1-2 level)	223	dwelling	\$447.24
Assisted Living	254	bed	\$185.48
Continuing Care Retirement Comm	255	dwelling	\$146.84
Nursing Home	620	bed	\$108.20
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$652.09
Hotel/Motel	320	room	\$519.46
Movie Theater	444	sq ft/GFA	\$1.88
Health Club	492	sq ft/GFA	\$2.27
Day Care	565	sq ft/GFA	\$4.61
Bank	912	sq ft/GFA	\$5.05
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.51
Middle School	522	sq ft/GFA	\$0.35
High School	530	sq ft/GFA	\$0.42
University/College	550	ASF	\$0.55
Religious Institute	560	sq ft/GFA	\$0.46
Library	590	sq ft/GFA	\$3.05
Hospital	610	sq ft/GFA	\$1.03
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$4.24
General Office	710	sq ft/GFA	\$1.45
Medical Office / Clinic	720	sq ft/GFA	\$3.20
Office Park	750	sq ft/GFA	\$1.44

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.52
Specialty Retail Center	826	sq ft/GLA	\$0.87
Hardware/Paint Store	816	sq ft/GFA	\$1.55
Nursery/Garden Center	817	sq ft/GFA	\$2.83
Shopping Center	820	sq ft/GLA	\$1.29
Car Sales - New/Used	841	sq ft/GFA	\$1.92
Tire Store	848	Service bay	\$1,694.44
Supermarket	850	sq ft/GFA	\$3.31
Convenience Market	851	sq ft/GFA	\$7.49
Pharmacy	881	sq ft/GFA	\$2.35
Furniture Store	890	sq ft/GFA	\$0.13
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,760.25
Auto Parts & Service Center	943	sq ft/GFA	\$2.08
Service Station/Minimart/Carwash	853	VFP	\$2,852.49
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$1.21
Heavy Industrial	120	sq ft/GFA	\$0.85
Industrial Park	132	sq ft/GFA	\$1.06
Manufacturing	140	sq ft/GFA	\$0.91
Warehousing	150	sq ft/GFA	\$0.40
Mini-Storage	151	sq ft/GFA	\$0.21
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$3.79
Quality Restaurant	931	sq ft/GFA	\$3.64
High Turnover Restaurant	932	sq ft/GFA	\$3.68
Fast Casual	-	sq ft/GFA	\$6.13
Fast Food Restaurant	934	sq ft/GFA	\$9.09
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$3.56

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2026 South District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$3,093.74
Single Family Attached (duplex, townhouse)	215	dwelling	\$1,875.99
Multi-Family 1-2 level	220	dwelling	\$1,678.52
Multi-Family 3-10 level	221	dwelling	\$1,283.57
ADU	-	dwelling	\$1,283.57
Multi Family Low-Income (1-2 level)	223	dwelling	\$1,513.96
Assisted Living	254	bed	\$627.86
Continuing Care Retirement Comm	255	dwelling	\$497.06
Nursing Home	620	bed	\$366.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$2,207.36
Hotel/Motel	320	room	\$1,758.41
Movie Theater	444	sq ft/GFA	\$6.37
Health Club	492	sq ft/GFA	\$7.67
Day Care	565	sq ft/GFA	\$15.62
Bank	912	sq ft/GFA	\$17.09
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$1.72
Middle School	522	sq ft/GFA	\$1.19
High School	530	sq ft/GFA	\$1.42
University/College	550	ASF	\$1.88
Religious Institute	560	sq ft/GFA	\$1.55
Library	590	sq ft/GFA	\$10.32
Hospital	610	sq ft/GFA	\$3.50
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$14.34
General Office	710	sq ft/GFA	\$4.90
Medical Office / Clinic	720	sq ft/GFA	\$10.85
Office Park	750	sq ft/GFA	\$4.87

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$5.14
Specialty Retail Center	826	sq ft/GLA	\$2.93
Hardware/Paint Store	816	sq ft/GFA	\$5.24
Nursery/Garden Center	817	sq ft/GFA	\$9.57
Shopping Center	820	sq ft/GLA	\$4.38
Car Sales - New/Used	841	sq ft/GFA	\$6.49
Tire Store	848	Service bay	\$5,735.82
Supermarket	850	sq ft/GFA	\$11.20
Convenience Market	851	sq ft/GFA	\$25.36
Pharmacy	881	sq ft/GFA	\$7.94
Furniture Store	890	sq ft/GFA	\$0.43
Quick Lubrication Vehicle Shop	941	Service Bay	\$9,343.66
Auto Parts & Service Center	943	sq ft/GFA	\$7.03
Service Station/Minimart/Carwash	853	VFP	\$9,655.90
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$4.09
Heavy Industrial	120	sq ft/GFA	\$2.87
Industrial Park	132	sq ft/GFA	\$3.59
Manufacturing	140	sq ft/GFA	\$3.08
Warehousing	150	sq ft/GFA	\$1.35
Mini-Storage	151	sq ft/GFA	\$0.69
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$12.82
Quality Restaurant	931	sq ft/GFA	\$12.33
High Turnover Restaurant	932	sq ft/GFA	\$12.47
Fast Casual	-	sq ft/GFA	\$20.75
Fast Food Restaurant	934	sq ft/GFA	\$30.77
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$12.04

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition

Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2026 Northeast District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$763.26
Single Family Attached (duplex, townhouse)	215	dwelling	\$462.83
Multi-Family 1-2 level	220	dwelling	\$414.11
Multi-Family 3-10 level	221	dwelling	\$316.67
ADU	-	dwelling	\$316.67
Multi Family Low-Income (1-2 level)	223	dwelling	\$373.51
Assisted Living	254	bed	\$154.90
Continuing Care Retirement Comm	255	dwelling	\$122.63
Nursing Home	620	bed	\$90.36
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$544.58
Hotel/Motel	320	room	\$433.82
Movie Theater	444	sq ft/GFA	\$1.57
Health Club	492	sq ft/GFA	\$1.89
Day Care	565	sq ft/GFA	\$3.85
Bank	912	sq ft/GFA	\$4.22
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.42
Middle School	522	sq ft/GFA	\$0.29
High School	530	sq ft/GFA	\$0.35
University/College	550	ASF	\$0.46
Religious Institute	560	sq ft/GFA	\$0.38
Library	590	sq ft/GFA	\$2.55
Hospital	610	sq ft/GFA	\$0.86
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$3.54
General Office	710	sq ft/GFA	\$1.21
Medical Office / Clinic	720	sq ft/GFA	\$2.68
Office Park	750	sq ft/GFA	\$1.20

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.27
Specialty Retail Center	826	sq ft/GLA	\$0.72
Hardware/Paint Store	816	sq ft/GFA	\$1.29
Nursery/Garden Center	817	sq ft/GFA	\$2.36
Shopping Center	820	sq ft/GLA	\$1.08
Car Sales - New/Used	841	sq ft/GFA	\$1.60
Tire Store	848	Service bay	\$1,415.09
Supermarket	850	sq ft/GFA	\$2.76
Convenience Market	851	sq ft/GFA	\$6.26
Pharmacy	881	sq ft/GFA	\$1.96
Furniture Store	890	sq ft/GFA	\$0.11
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,305.19
Auto Parts & Service Center	943	sq ft/GFA	\$1.73
Service Station/Minimart/Carwash	853	VFP	\$2,382.22
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$1.01
Heavy Industrial	120	sq ft/GFA	\$0.71
Industrial Park	132	sq ft/GFA	\$0.88
Manufacturing	140	sq ft/GFA	\$0.76
Warehousing	150	sq ft/GFA	\$0.33
Mini-Storage	151	sq ft/GFA	\$0.17
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$3.16
Quality Restaurant	931	sq ft/GFA	\$3.04
High Turnover Restaurant	932	sq ft/GFA	\$3.08
Fast Casual	-	sq ft/GFA	\$5.12
Fast Food Restaurant	934	sq ft/GFA	\$7.59
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$2.97

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

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High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2026 West Plains District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$4,451.99
Single Family Attached (duplex, townhouse)	215	dwelling	\$2,699.61
Multi-Family 1-2 level	220	dwelling	\$2,415.44
Multi-Family 3-10 level	221	dwelling	\$1,847.10
ADU	-	dwelling	\$1,847.10
Multi Family Low-Income (1-2 level)	223	dwelling	\$2,178.63
Assisted Living	254	bed	\$903.51
Continuing Care Retirement Comm	255	dwelling	\$715.28
Nursing Home	620	bed	\$527.05
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$3,176.47
Hotel/Motel	320	room	\$2,530.40
Movie Theater	444	sq ft/GFA	\$9.16
Health Club	492	sq ft/GFA	\$11.04
Day Care	565	sq ft/GFA	\$22.48
Bank	912	sq ft/GFA	\$24.59
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$2.47
Middle School	522	sq ft/GFA	\$1.71
High School	530	sq ft/GFA	\$2.04
University/College	550	ASF	\$2.70
Religious Institute	560	sq ft/GFA	\$2.23
Library	590	sq ft/GFA	\$14.85
Hospital	610	sq ft/GFA	\$5.03
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$20.64
General Office	710	sq ft/GFA	\$7.06
Medical Office / Clinic	720	sq ft/GFA	\$15.61
Office Park	750	sq ft/GFA	\$7.01

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$7.40
Specialty Retail Center	826	sq ft/GLA	\$4.22
Hardware/Paint Store	816	sq ft/GFA	\$7.54
Nursery/Garden Center	817	sq ft/GFA	\$13.77
Shopping Center	820	sq ft/GLA	\$6.31
Car Sales - New/Used	841	sq ft/GFA	\$9.33
Tire Store	848	Service bay	\$8,254.03
Supermarket	850	sq ft/GFA	\$16.12
Convenience Market	851	sq ft/GFA	\$36.49
Pharmacy	881	sq ft/GFA	\$11.43
Furniture Store	890	sq ft/GFA	\$0.62
Quick Lubrication Vehicle Shop	941	Service Bay	\$13,445.84
Auto Parts & Service Center	943	sq ft/GFA	\$10.11
Service Station/Minimart/Carwash	853	VFP	\$13,895.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$5.89
Heavy Industrial	120	sq ft/GFA	\$4.13
Industrial Park	132	sq ft/GFA	\$5.16
Manufacturing	140	sq ft/GFA	\$4.43
Warehousing	150	sq ft/GFA	\$1.94
Mini-Storage	151	sq ft/GFA	\$1.00
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$18.45
Quality Restaurant	931	sq ft/GFA	\$17.74
High Turnover Restaurant	932	sq ft/GFA	\$17.94
Fast Casual	-	sq ft/GFA	\$29.86
Fast Food Restaurant	934	sq ft/GFA	\$44.28
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$17.33

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2026 Latah District Transportation Impact Fee Schedule

Effective January 1st, 2026

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$7,873.47
Single Family Attached (duplex, townhouse)	215	dwelling	\$4,774.34
Multi-Family 1-2 level	220	dwelling	\$4,271.78
Multi-Family 3-10 level	221	dwelling	\$3,266.65
ADU	-	dwelling	\$3,266.65
Multi Family Low-Income (1-2 level)	223	dwelling	\$3,852.97
Assisted Living	254	bed	\$1,597.89
Continuing Care Retirement Comm	255	dwelling	\$1,265.00
Nursing Home	620	bed	\$932.10
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$5,617.67
Hotel/Motel	320	room	\$4,475.09
Movie Theater	444	sq ft/GFA	\$16.21
Health Club	492	sq ft/GFA	\$19.52
Day Care	565	sq ft/GFA	\$39.75
Bank	912	sq ft/GFA	\$43.49
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$4.36
Middle School	522	sq ft/GFA	\$3.02
High School	530	sq ft/GFA	\$3.61
University/College	550	ASF	\$4.78
Religious Institute	560	sq ft/GFA	\$3.94
Library	590	sq ft/GFA	\$26.26
Hospital	610	sq ft/GFA	\$8.89
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$36.49
General Office	710	sq ft/GFA	\$12.48
Medical Office / Clinic	720	sq ft/GFA	\$27.60
Office Park	750	sq ft/GFA	\$12.40

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$13.08
Specialty Retail Center	826	sq ft/GLA	\$7.47
Hardware/Paint Store	816	sq ft/GFA	\$13.34
Nursery/Garden Center	817	sq ft/GFA	\$24.34
Shopping Center	820	sq ft/GLA	\$11.16
Car Sales - New/Used	841	sq ft/GFA	\$16.51
Tire Store	848	Service bay	\$14,597.49
Supermarket	850	sq ft/GFA	\$28.50
Convenience Market	851	sq ft/GFA	\$64.53
Pharmacy	881	sq ft/GFA	\$20.22
Furniture Store	890	sq ft/GFA	\$1.10
Quick Lubrication Vehicle Shop	941	Service Bay	\$23,779.33
Auto Parts & Service Center	943	sq ft/GFA	\$17.88
Service Station/Minimart/Carwash	853	VFP	\$24,573.98
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$10.42
Heavy Industrial	120	sq ft/GFA	\$7.30
Industrial Park	132	sq ft/GFA	\$9.13
Manufacturing	140	sq ft/GFA	\$7.84
Warehousing	150	sq ft/GFA	\$3.44
Mini-Storage	151	sq ft/GFA	\$1.77
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$32.64
Quality Restaurant	931	sq ft/GFA	\$31.37
High Turnover Restaurant	932	sq ft/GFA	\$31.73
Fast Casual	-	sq ft/GFA	\$52.81
Fast Food Restaurant	934	sq ft/GFA	\$78.30
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$30.64

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition

Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Resolution No. 2026-0002

A Resolution regarding the City Council's adoption of the Agreed Order with Washington State Department of Ecology titled "In the Matter of Remedial Action by: City of Spokane/Spokane County, Agreed Order No. DE 24355" for remedial action at the Spokane International Airport PFAS cleanup.

WHEREAS, the Spokane International Airport (SIA) PFAS Site (Site) is generally located at 9000 West Airport Drive in Spokane, Washington and pursuant to the Amended Spokane County/City Airport Agreement (2019) regarding the Spokane International Airport and Felts Field, all real property and fixtures of the Airport are held by Spokane County (County) and the City of Spokane (City) in equal undivided shares as tenants in common, subject to certain exceptions and conditions in the 2019 Airport Agreement and 2009 City/County Interlocal Agreement; and

WHEREAS, on June 13, 2025, Ecology issued preliminary determination of liability (PLP) letters to the City and County pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. On August 21, 2025, Ecology issued final determination of liability letters to the City and the County for hazardous substances at SIA; and

WHEREAS, on March 29, 2024, Ecology issued Enforcement Order No. DE 22584 to SIA requiring that it conduct a Remedial Investigation (RI)/Feasibility Study (FS) at the Site; and

WHEREAS, the City and County are considered to be an "Owner or Operator", as defined in RCW 70A.305.202(22) of the Site; and

WHEREAS, SIA, operating at the Site, was required by federal law to use products containing perfluoroalkyl substances to meet requirements under the Airport's Federal Aviation Administration operating certificate pursuant to Federal Aviation Regulations 14 CFR Part 139; and

WHEREAS, Ecology issued a PLP status letter to SIA dated July 6, 2023, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that SIA is a PLP under RCW 70A.305.040 and notified SIA of this determination by letter dated August 17, 2023; and

WHEREAS, the Site has been identified as containing perfluoroalkyl substances and was placed on Ecology's Contaminated Sites List; and

WHEREAS, the Site is adjacent to Fairchild Air Force Base (FAFB), which is subject to a Federal Facilities Agreement among Ecology, U.S. Environmental Protection

Agency (EPA), and the U.S. Air Force under which the U.S. Air Force is investigating, among other things, the release of perfluoroalkyl substances at FAFB and adjoining and nearby properties. The City and County have not been named as PLP at FAFB; and

WHEREAS, in the spring of 2017, the City voluntarily assisted Airway Heights with flushing of the Airway Heights' municipal water system, and the City added a second water connection point to serve additional clean drinking water. In 2018, the City installed a permanent second intertie to the Airway Heights' municipal water system; and

WHEREAS, the City, County and Ecology negotiated an Agreed Order which contains remedial actions identical to the remedial action required by the Enforcement Order No. DE22584 issued against SIA; and

WHEREAS, the elements of the Agreed Order include: (1) Remedial Investigation; (2) Feasibility Study; and (3) Monitoring and Implementation of interim actions as needed in accordance with the schedule and terms attached to the Agreed Order, Exhibit B; and

WHEREAS, all Parties understand that SIA will take the lead for work required by the Enforcement Order and that all work completed under the Enforcement Order will be incorporated into the Agreed Order scope of work; and

WHEREAS, the City Council finds that the Agreed Order negotiated with Ecology is reasonable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby concurs with the Mayor executing the Agreed Order, Exhibit "A", attached and titled "In the Matter of Remedial Action by: City of Spokane/Spokane County, Agreed Order No. DE 24355" and subsequent actions outlined in the Agreed Order, Scope of Work, Exhibit B, attached and incorporated.

ADOPTED by the City Council this 12th day of January 2026.

City Clerk

Approved as to form:

Elizabeth Schoedel,
Chief Assistant City Attorney

EXHIBIT "A"

AGREED ORDER

State of Washington
Department of Ecology

In the Matter of Remedial Action by:
City of Spokane/Spokane County
Agreed Order
No. DE 24355

To: Alex Scott
City Administrator
City of Spokane
808 West Spokane Falls Blvd.
Spokane, WA 99201

Scott Simmons
Chief Executive Officer
Spokane County
1116 West Broadway Ave.
Spokane, WA 99260

1. Introduction.....	2
2. Jurisdiction.....	2
3. Parties Bound	2
4. Definitions	2
5. Findings of Fact.....	3
6. Ecology Determinations	5
7. Work to be Performed	6
8. Terms and Conditions.....	8
8.1 Payment of Remedial Action Costs.....	8
8.2 Designated Project Coordinators.....	9
8.3 Performance	10
8.4 Access.....	10
8.5 Sampling, Data Submittal, and Availability.....	11
8.6 Public Participation	11
8.7 Access to Information	13
8.8 Retention of Records	13
8.9 Resolution of Disputes	14
8.10 Extension of Schedule.....	15
8.11 Amendment of Order.....	16
8.12 Endangerment	17
8.13 Reservation of Rights	17
8.14 Transfer of Interest in Property	18

8.15 Compliance with Applicable Laws.....	18
8.16 Indemnification	20
9. Satisfaction of Order	20
10. Enforcement.....	20

Exhibit A Location Diagram

Exhibit B Scope of Work and Schedule

1. Introduction

The objective of the State of Washington, Department of Ecology (Ecology) under this Agreed Order is to require remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires the City of Spokane (City) and Spokane County (County) to conduct a Remedial Investigation (RI) and Feasibility Study (FS) per Washington Administrative Code (WAC) 173-340-350, groundwater monitoring, and interim actions as needed at the Site, generally depicted in the Location Diagram (Exhibit A). Ecology believes the actions required by this Order are in the public interest.

This Agreed Order is to work in coordination with the remedial actions required of the Airport Board City of Spokane/Spokane County (SIA) under Enforcement Order No. DE 22584.

2. Jurisdiction

This Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.050(1).

3. Parties Bound

This Agreed Order shall apply to and be binding upon the City and the County (collectively the AO PLPs) to this Order, their successors and assigns. The undersigned representative of each Party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such Party to comply with this Order. The AO PLPs agree to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter AO PLPs' responsibility under this Order. The AO PLPs shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

4. Definitions

Unless otherwise specified herein, the definitions set forth in RCW 70A.305, WAC 173-204, and WAC 173-340 shall control the meanings of the terms in this Order.

4.1 Site

The Site is referred to as Spokane International Airport PFAS Site. The Site constitutes a facility under RCW 70A.305.020(8). The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, placed, or otherwise come to be located. Based upon factors currently known to Ecology, the Site is generally located at 9000 West Airport Drive in Spokane, WA, as shown in the Location Diagram (Exhibit A).

4.2 Parties

Refers to the State of Washington, Department of Ecology and the City and the County.

4.3 Potentially Liable Persons (PLPs)

Refers to all PLPs named for this Site - the Airport Board City of Spokane/Spokane County, also known as the Spokane International Airport and referred to as SIA throughout this Order, the City of Spokane referred to as the City throughout this Order, and Spokane County referred to as the County throughout this Order.

4.4 AO PLPs

Refers to PLPs subject to this Order – the City and the County.

4.5 EO PLP

Refers to the PLP subject to Enforcement Order No. DE 22584 – SIA.

4.6 Agreed Order or Order

Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order.

5. Findings of Fact

Ecology makes the following findings of fact, without any express or implied admissions of such facts by AO PLPs:

- 5.1 Based upon factors currently known to Ecology, the Site is generally located at 9000 West Airport Drive in Spokane, WA as shown in the Location Diagram (Exhibit A).
- 5.2 As detailed in the Amended Spokane County/City Airport Agreement (2019) regarding the Spokane International Airport and Felts Field, all real property and fixtures of the Airport are held by the County and the City in equal undivided shares as tenants in common, subject to certain exceptions and conditions in the 2019 Airport Agreement and 2009 City/County Interlocal Agreement.

5.3 Ecology's Toxics Cleanup Database indicates multiple releases of hazardous substances have occurred on SIA property including metals, petroleum, and halogenated solvents.

5.4 SIA, operating at the Site, was required by federal law to use products containing perfluoroalkyl substances to meet requirements under the Airport's Federal Aviation Administration operating certificate pursuant to Federal Aviation Regulations 14 CFR Part 139.

5.5 Groundwater monitoring events completed in 2017 and 2019 identified perfluoroalkyl substances on Site. The following reports were submitted to Ecology during 2023:

- AECOM, Monitoring Well Installation and Groundwater Monitoring for Perfluorinated Chemicals, report dated December 12, 2017.
- SES, Limited Assessment of Electric Avenue Waste Disposal/Fire Pit Training Area, report dated April 23, 2019.

5.6 Ecology was notified of a release of hazardous substances on the Site by a March 30, 2023, Environmental Report Tracking System (ERTS) complaint. On May 12, 2023, an initial investigation field report was completed, and Ecology recommended the Site be placed on the Contaminated Sites List.

5.7 Ecology issued a PLP status letter to SIA dated July 6, 2023, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that SIA is a PLP under RCW 70A.305.040 and notified SIA of this determination by letter dated August 17, 2023. On October 9, 2023, Ecology provided SIA a letter in which Ecology invited SIA to negotiate a draft Agreed Order and Scope of Work that required SIA to complete an RI/FS at the site. The sixty-day (60-day) negotiation period began on October 11, 2023. On November 9, 2023, Ecology received a letter from SIA requesting a sixty-day (60-day) extension to the Agreed Order negotiation period, for a total negotiation period of four (4) months. Ecology approved the extension on the conditions that SIA would 1) provide all remaining comments on the draft documents by December 4, 2023, and 2) negotiations would not extend past February 8, 2024. SIA did not provide all remaining comments by December 4 and, in a January 11, 2024 correspondence, declared it would not be able to commit to an Agreed Order by February 8, 2024. On February 7, 2024, Ecology received a letter from SIA requesting an additional sixty-day (60-day) extension on the Agreed Order negotiation period, for a total negotiation period of six (6) months. Ecology approved a thirty-day (30-day) extension and indicated if a signed Agreed Order was not received by March 11, 2024, Ecology would issue an Enforcement Order by March 29, 2024. On March 29, 2024,

Ecology issued Enforcement Order No. DE 22584 to SIA requiring that it conduct an RI/FS at the Site.

- 5.8 In June 2025, Ecology issued preliminary determination of liability letters to the City and the County. In August 2025, Ecology issued final determination of liability letters to the City and the County.

6. Ecology Determinations

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by AO PLPs.

- 6.1 The City of Spokane is an “Owner or Operator”, as defined in RCW 70A.305.202(22) of the Site.
- 6.2 Based upon credible evidence, Ecology issued a PLP status letter to the City dated June 13, 2025, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that the City is a PLP under RCW 70A.305.040 and notified the City of this determination by letter dated August 21, 2025.
- 6.3 Spokane County is an “Owner or Operator”, as defined in RCW 70A.305.202(22) of the Site.
- 6.4 Based upon credible evidence, Ecology issued a PLP status letter to the County dated June 13, 2025, pursuant to RCW 70A.305.040, .020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that the County is a PLP under RCW 70A.305.040 and notified the County of this determination by letter dated August 21, 2025.
- 6.5 Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70A.305.020(32), (13), respectively, has occurred at the Site.
- 6.6 Pursuant to RCW 70A.305.030(1), .050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

6.7 Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, RI/FS, or design of a cleanup action plan. Ecology anticipates that emergency interim actions may be required during the duration of this Order as described in Task 4 of Exhibit B. These Ecology-required Emergency Interim Action(s) would be implemented when Ecology sends notice in writing and are focused on reducing the threat to human health or the environment through source control or containment elements. Based on these circumstances, Ecology has determined that those interim actions may be necessary and are warranted under WAC 173-340-430 and -880.

7. Work to be Performed

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the AO PLPs take the following remedial actions at the Site. These remedial actions must be conducted in accordance with WAC 173-340 and 173-204.

7.1 The remedial actions in this Order are identical to the remedial action required by Enforcement Order No. DE 22584 issued to SIA. In coordination with Ecology, for any work completed by SIA under Enforcement Order No. DE 22584, the AO PLPs will incorporate that work and consider that work as completed under this Order.

To effectuate the work to be performed under this Order and Enforcement Order No. DE 22584 in the most efficient manner, certain PLPs may elect to take the lead in performing various aspects of the work required under the Orders. Language in this Order, and the exhibits attached hereto, may reflect this agreement among the PLPs. For work that is currently being performed under Enforcement Order No. DE 22584, SIA has taken the lead. The AO PLPs remain strictly, jointly, and severally liable for the performance of any and all obligations under this Order. In the event the party identified as a lead should fail to timely and properly complete performance of all or any portion of its work, Ecology will notify the other PLPs, provide a schedule for the remaining work to be completed, and the other PLPs must perform that remaining work, if any, subject to dispute resolution.

7.2 The AO PLPs will complete an RI, FS, conduct groundwater monitoring, and implement interim actions as needed in accordance with the schedule and terms of the Scope of Work and Schedule, Exhibit B, and all other requirements of this Order.

- 7.3 If an AO PLP learns of a significant change in conditions at the Site, including but not limited to a statistically significant increase in contaminant and/or chemical concentrations in any media, that AO PLP, within seven (7) days of learning of the change in condition unless Ecology has otherwise been informed, shall notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions. If Ecology determines that these unanticipated or changed circumstances warrant changes in the Scope of Work (e.g., the RI/FS Work Plan), Ecology shall modify the associated Work Plan in writing accordingly or direct the AO PLPs to modify and submit the modified Work Plan to Ecology for approval. The AO PLPs shall perform the Work Plan as modified, subject to dispute resolution.
- 7.4 The AO PLPs shall submit to Ecology written monthly Progress Reports as described in Task 7 of Exhibit B.
- 7.5 Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, RI/FS, or design of a cleanup action plan. Any Party may propose an additional interim action under this Order. Additional Interim Actions may be required by Ecology, or, if proposed by the AO PLPs, agreed to by Ecology under this Order (Task 5 of Exhibit B). If the Parties are in agreement concerning the additional interim action, the AO PLPs shall prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). The AO PLPs shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and AO PLPs are required to conduct the interim action in accordance with the approved Interim Action Work Plan. Ecology reserves its authority to require additional interim action(s) under a separate order or other enforcement action under RCW 70A.305, or to undertake the interim action(s) itself.
- 7.6 If Ecology determines that AO PLPs have failed to make sufficient progress or failed to implement the remedial action required by this Order, in whole or in part, Ecology may, after notice to AO PLPs, perform any or all portions of the remedial action or at Ecology's discretion allow the AO PLPs opportunity to correct. In an emergency, Ecology is not required to provide notice to AO PLPs, or an opportunity for dispute resolution. AO PLPs shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A

(Payment of Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section 10 (Enforcement).

7.7 Except where necessary to abate an emergency situation or where required by law, the AO PLPs shall not perform any remedial actions at the Site outside those remedial actions required by this Order to address the contamination that is the subject of this Order, unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section 8.11 (Amendment of Order). In the event of an emergency, or where actions are taken as required by law, AO PLPs must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

8. Terms and Conditions

8.1 Payment of Remedial Action Costs

AO PLPs shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2).

Ecology has accumulated \$177,030.17 in remedial action costs related to this Site as of September 30, 2025, including interest due to EO PLP's failure to pay Ecology's costs within ninety (90) days of receipt of statement of costs. Accumulated costs exclusive of the interest payment is \$161,522.27. After receiving the initial statement of costs, the AO PLPs may submit a petition to Ecology requesting a waiver of the interest payment requirement. For all Ecology costs incurred, AO PLPs shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

8.2 Designated Project Coordinators

The project coordinator for Ecology is:

Jeremy Schmidt
Eastern Regional Office, Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205
509-724-1164
jeremy.schmidt@ecy.wa.gov

The project coordinator for the City is:

Marlene Feist
City of Spokane Public Works
808 W. Spokane Falls Blvd.
Spokane, WA 99201
509-625-6505
mfeist@spokanecity.org

The project coordinator for the County is:

Ben Brattebo
Spokane County Public Works
1026 W. Broadway Ave.
Spokane, WA 99260
509-477-7521
BBRATTEBO@spokanecounty.gov

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and AO PLPs, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any Party may change its respective project coordinator. Written notification shall be given to the other Party at least ten (10) calendar days prior to the change.

8.3 Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

AO PLPs shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s), subcontractor(s), and other key personnel to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

8.4 Access

Ecology or any Ecology-authorized representative shall have access to enter and freely move about all property at the Site that AO PLPs either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing AO PLPs' progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by AO PLPs. Ecology or any Ecology-authorized representative shall give reasonable notice before entering any Site property owned or controlled by AO PLPs unless an emergency prevents such notice. All persons who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

If Ecology determines access to property not owned or controlled by the City or County is required for remedial activities or investigations to be performed pursuant to this Order, Ecology will notify the AO PLPs and the parties will discuss options to acquire the rights for access. AO PLPs shall make best efforts to secure access rights for those properties

within the Site not owned or controlled by AO PLPs where remedial activities or investigations will be performed pursuant to this Order. As used in this Section, “best efforts” means the efforts that a reasonable person in the position of AO PLPs would use to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If, within thirty (30) days after the effective date of this Order, AO PLPs are unable to accomplish what is required through “best efforts,” they shall notify Ecology, and include a description of the steps taken to comply with the requirements. If Ecology deems it appropriate, it may assist AO PLPs, or take independent action, in obtaining such access and/or use restrictions. Ecology reserves the right to seek payment from AO PLPs for all costs, including cost of attorneys’ time, incurred by Ecology in obtaining such access or agreements to restricted land, water, or other resource use.

8.5 Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, AO PLPs shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology’s Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, AO PLPs shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by AO PLPs pursuant to implementation of this Order. AO PLPs shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow AO PLPs and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology’s sampling. Without limitation on Ecology’s rights under Section 8.4 (Access), Ecology shall notify AO PLPs prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

8.6 Public Participation

RCW 70A.305.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing this public notice and reserves the right to modify or withdraw any provisions of this Order should public comment

disclose facts or considerations which indicate to Ecology that this Order is inadequate or improper in any respect.

Ecology shall maintain the responsibility for public participation at the Site. However, AO PLPs shall cooperate with Ecology, and shall:

- 8.6.1 If agreed to by Ecology, develop appropriate mailing lists and prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, RI/FS reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.
- 8.6.2 Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify AO PLPs prior to the issuance of all press releases and fact sheets related to the Site, and before meetings related to the Site with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by AO PLPs that do not receive prior Ecology approval, AO PLPs shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.
- 8.6.3 When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.
- 8.6.4 When requested by Ecology, arrange and maintain a repository to be located at:

Washington Department of Ecology
Eastern Regional Office
4601 N Monroe St.
Spokane, WA 99205

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of

all documents related to this Site shall be maintained in the repository at Ecology's Eastern Regional Office in Spokane, Washington.

8.7 Access to Information

AO PLPs shall provide to Ecology, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within AO PLPs' possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain-of-custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the work. AO PLPs shall also make available to Ecology, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the work.

Nothing in this Order is intended to waive any right AO PLPs may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If AO PLPs withhold any requested Records based on an assertion of privilege, AO PLPs shall provide Ecology with a privilege log specifying the Records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged, including: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, biological, or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Order.

Notwithstanding any provision of this Order, Ecology retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under any other applicable statutes or regulations.

8.8 Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of the work performed pursuant to this Order, AO PLPs shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors.

8.9 Resolution of Disputes

- 8.9.1 In the event AO PLPs elect to invoke dispute resolution, AO PLPs must utilize the procedure set forth below. The EO PLP may not avail itself of these dispute resolution provisions.
 - 8.9.1.1 Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), AO PLPs have fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).
 - 8.9.1.2 The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The Parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those fourteen (14) calendar days, then within seven (7) calendar days, Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; AO PLPs' position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.
 - 8.9.1.3 AO PLPs may then request regional management review of the dispute. AO PLPs must submit this request (Formal Dispute Notice) in writing to the Eastern Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; the AO PLPs' position with respect to the dispute; and the information relied upon to support its position.
 - 8.9.1.4 The Section Manager shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice. The Decision on Dispute shall be Ecology's final decision on the disputed matter.
- 8.9.2 The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.
- 8.9.3 Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order or the Enforcement

Order No. DE 24252, unless Ecology agrees in writing to a schedule extension.

8.9.4 In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section 7.1 (Work to be Performed) or initiating enforcement under Section 10 (Enforcement).

8.10 Extension of Schedule

8.10.1 AO PLPs' request for an extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. This extension-of-schedule process is not open to requests made by the EO PLP. All extensions shall be requested in writing. The request shall specify:

8.10.1.1 The deadline that is sought to be extended.

8.10.1.2 The length of the extension sought.

8.10.1.3 The reason(s) for the extension.

8.10.1.4 Any related deadline or schedule that would be affected if the extension were granted.

8.10.2 The burden shall be on AO PLPs to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

8.10.2.1 Circumstances beyond the reasonable control and despite the due diligence of AO PLPs, including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by AO PLPs.

8.10.2.2 A shelter in place or work stoppage mandated by state or local government order due to public health and safety emergencies.

8.10.2.3 Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.

8.10.2.4 Endangerment as described in Section 8.12 (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of AO PLPs. In addition, time utilized by AO PLPs to coordinate together or with subcontractors, or with EO PLPs or their subcontractors, regarding work required by this order shall not be considered justification for a request for extension.

8.10.3 Ecology shall act upon any AO PLPs' written request for extension in a timely fashion. Ecology shall give AO PLPs written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section 8.11 (Amendment of Order) when a schedule extension is granted.

8.10.4 At AO PLPs' request, an extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances.

Ecology may grant schedule extensions exceeding ninety (90) days only as a result of one of the following:

8.10.4.1 Delays in the issuance of a necessary permit that was applied for in a timely manner.

8.10.4.2 Other circumstances deemed exceptional or extraordinary by Ecology.

8.10.4.3 Endangerment as described in Section 8.12 (Endangerment).

8.11 Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section 8.13 (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and AO PLPs. Ecology will provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment.

When requesting a change to the Order, AO PLPs shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Order must be formally amended. Reasons for the disapproval of a proposed change to this Order shall be stated in writing. If Ecology does not agree to a proposed change, the disagreement may be addressed through the dispute resolution procedures described in Section 8.9 (Resolution of Disputes).

8.12 Endangerment

In the event Ecology determines any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct AO PLPs to cease such activities for such period of time as it deems necessary to abate the danger. AO PLPs shall immediately comply with such direction.

In the event AO PLPs determine any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, AO PLPs may cease such activities. AO PLPs shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, AO PLPs shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with AO PLPs' cessation of activities, it may direct AO PLPs to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, AO PLPs' obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section 8.10 (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

8.13 Reservation of Rights

This Order is not a settlement under RCW 70A.305. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against AO PLPs to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against AO PLPs regarding remedial actions required by this Order, provided AO PLPs comply with this Order.

Ecology nevertheless reserves its rights under RCW70A.305, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health or the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, AO PLPs do not admit to any liability for the Site. Although AO PLPs are committing to conducting the work required by this Order under the terms of this Order, AO PLPs expressly reserve all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, including the State of Washington, and the right to assert any defenses to liability in the event of enforcement.

The AO PLPs reserve their right to challenge the requirement to conduct remedial actions as being preempted by federal law. However, the AO PLPs and Ecology agree to first explore in good faith whether different or additional actions that Ecology and the AO PLPs agree would not be subject to preemption could be implemented to address the event. Ecology and the AO PLPs then reserve their right to all claims and defenses if good faith efforts to agree to different or additional actions do not result in agreement between Ecology and the AO PLPs.

8.14 Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by AO PLPs without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to AO PLPs' transfer of any interest in all or any portion of the Site, and during the effective period of this Order, AO PLPs shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, AO PLPs shall notify Ecology of said transfer. Upon transfer of any interest, AO PLPs shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

8.15 Compliance with Applicable Laws

8.15.1 Applicable Laws

All actions carried out by the AO PLPs pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits or approvals, except as provided in

RCW 70A.305.090. At this time, no federal, state, or local requirements have been identified as being applicable to the actions required by this Order. The AO PLPs have a continuing obligation to identify additional applicable federal, state, and local requirements that apply to actions carried out pursuant to this Order, and to comply with those requirements. As additional federal, state, and local requirements are identified by Ecology or the AO PLPs, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and the AO PLPs must implement those requirements.

8.15.2 Relevant and Appropriate Requirements

All actions carried out by the AO PLPs pursuant to this Order shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions required by this Order. If additional relevant and appropriate requirements are identified by Ecology or the AO PLPs, Ecology will document in writing if they are applicable to actions carried out pursuant to this Order, and the AO PLPs must implement those requirements.

8.15.3 Local Permits and Approvals

Pursuant to RCW 70A.305.090(1), the AO PLPs may be exempt from the procedural requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, the AO PLPs shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70A.305.090(1) that have been issued by local government, Ecology has the non-exclusive ability under this Order to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

8.15.4 Additional Permits and Approvals

The AO PLPs have a continuing obligation to determine whether additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial actions under this Order. In the event either Ecology or the AO PLPs determine additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or the AO PLPs shall be responsible for contacting the appropriate state and/or local agencies. If Ecology so requires, the AO PLPs shall promptly consult with the appropriate state and/or local agencies

and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by the AO PLPs and on how the AO PLPs must meet those requirements. Ecology shall inform the AO PLPs in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The AO PLPs shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

8.15.5 Federal Agency Approvals

Pursuant to RCW 70A.305.090(2), in the event Ecology determines the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply, and the AO PLPs shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits.

8.16 Indemnification

AO PLPs agree to indemnify and save and hold the Department of Ecology, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of AO PLPs, its officers, employees, agents, or contractors in entering into and implementing this Order. However, AO PLPs shall not indemnify the Department of Ecology nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the Department of Ecology, or the employees or agents of Ecology, in entering into or implementing this Order.

9. Satisfaction of Order

The provisions of this Order shall be deemed satisfied upon AO PLPs' receipt of written notification from Ecology that AO PLPs have completed the remedial activity required by this Order, as amended by any modifications, and that AO PLPs have complied with all other provisions of this Agreed Order.

10. Enforcement

Pursuant to RCW 70A.305.050, this Order may be enforced as follows:

- 10.1 The Attorney General may bring an action to enforce this Order in a state or federal court.
- 10.2 The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.
- 10.3 A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:
 - 10.3.1 Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.
 - 10.3.2 Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.
- 10.4 This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70A.305.070.

Effective date of this Order: _____

State of Washington
Department of Ecology

Nicholas M. Acklam
Section Manager
Toxics Cleanup Program
Eastern Regional Office
509-818-7457

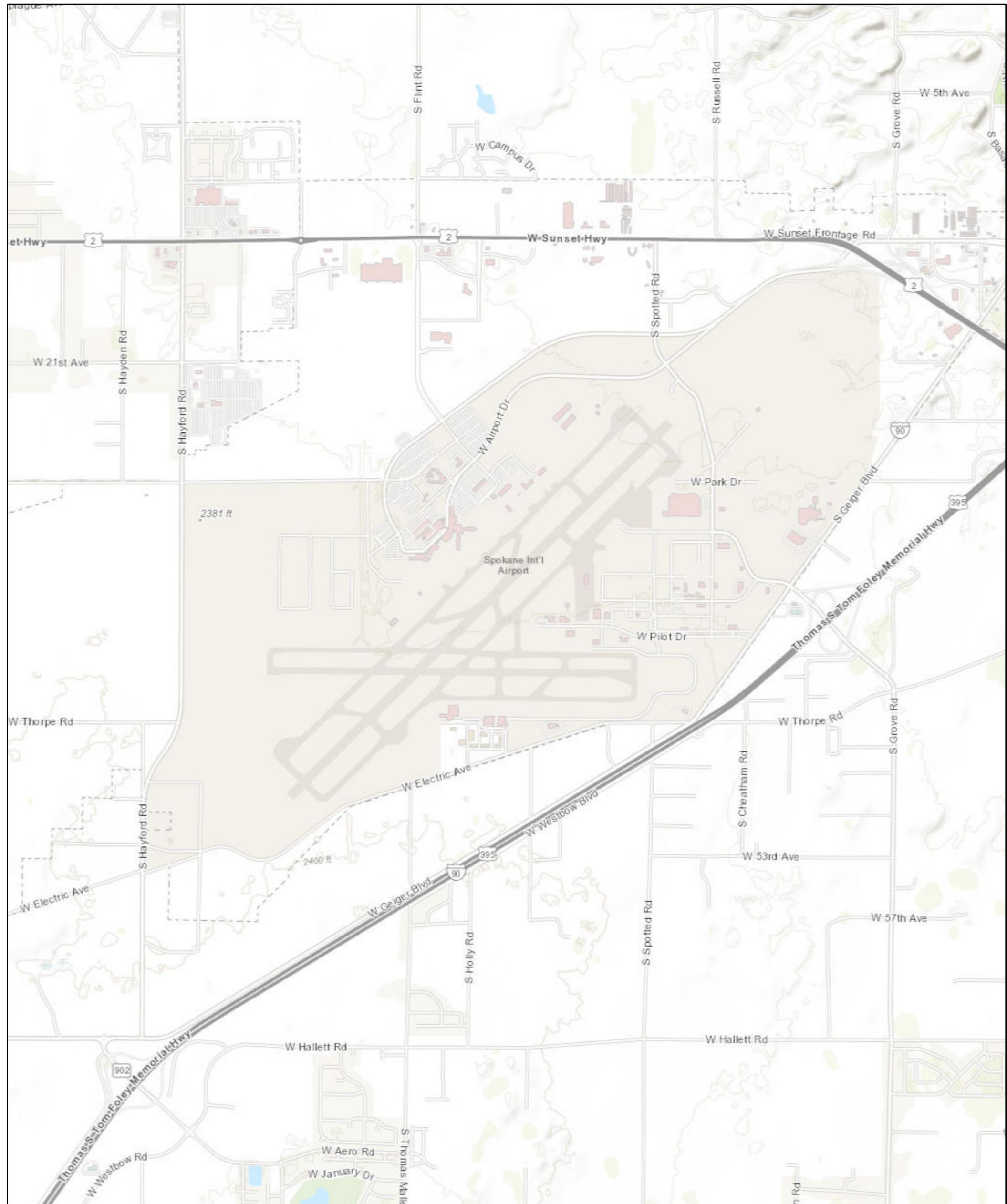
Alex Scott, City Administrator
City of Spokane

Date

Scott Simmons, CEO
Spokane County

Date

Exhibit A | Spokane International Airport (SIA)



October 2, 2023

1:36, 112

A number line representing distance. The line starts at 0 and ends at 1.4 km. There are tick marks at intervals of 0.15 km. The labels are 0, 0.23, 0.45, 0.9 mi, 0.35, 0.7, and 1.4 km. The label '0.9 mi' is placed above the line, and the label '1.4 km' is placed below the line.

N

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Exhibit B | Scope of work and schedule

Scope of work

Purpose

The work under this Agreed Order (AO) requires the Potentially Liable Persons (PLPs) to conduct a Remedial Investigation (RI) and Feasibility Study (FS), Ecology-Required Emergency Interim Actions if required by Ecology, and Additional Interim Actions if required or agreed to by Ecology. The purpose of the RI/FS for the Site is to provide sufficient data, analysis, and evaluations to enable Ecology to select a cleanup alternative for the Site.

The AO PLPs shall coordinate with the EO PLP regarding development of work required of the PLPs (collectively) and, unless directed otherwise by Ecology, present Ecology with a singular document (rather than a document from the AO PLPs and a different document from the EO PLP).

The AO PLPs shall coordinate with Ecology throughout the development of the work required by the AO and shall keep Ecology informed of changes to any Work Plan or other project plans, and of any issues or problems as they develop.

The PLPs shall furnish all personnel, materials, and services necessary for, or incidental to, performing the RI, FS, or any interim actions at the Site.

Deliverables prepared under this AO shall be submitted to Ecology for review and approval in electronic format as both a tracked Word document (.doc) and Adobe (.pdf) format. Work may not begin for each task before receiving written approval from Ecology.

The PLPs or their contractors shall submit all sampling data generated under this AO and previously collected at the Site to Ecology for entry into the Environmental Information Management System (EIM) in accordance with [WAC 173-340-840\(5\)](#) and Ecology's Toxics Cleanup Program [Policy 840: Data Submittal Requirements](#). Validated data is required to be in the EIM database within 60 days of submittal.

The Scope of Work (SOW) is divided into seven major tasks as follows:

- Task 1.A Site Assessment Report for PFAS
- Task 1.B Initial Investigation for PFAS
- Task 1.C Remedial Investigation and Feasibility Study Work Plan
- Task 2. Remedial Investigation
- Task 3.A Remedial Investigation (RI) Report
- Task 3.B Feasibility Study (FS) Report

- Task 4. Ecology-Required Emergency Interim Action(s) (if required)
- Task 5. Additional Interim Action(s) (if required)
- Task 6. Quarterly Groundwater Monitoring and Reporting
- Task 7. Progress Reports

Task 1. A. Site Assessment Report for PFAS

The EO PLP has developed a Site Assessment Report for PFAS that consisted of a desktop review of the operational history of the airport as well as available reports regarding releases of hazardous substances. The goal is to identify potential source areas for further investigation and guide the collection and interpretation of soil and groundwater analytical data. This review includes:

1. **General Facility Information**, including, but not limited to legal description of the facility, present owner and/or operator including chronological listing of past owners and/or operators, adjacent property owners, zoning designations of property and adjacent properties, and other pertinent information.
2. **Site History** providing descriptions of historical, current, and future Site activities/operations, including historical use of Aqueous Film-Forming Foam (AFFF) and their location.
3. **Purchase history** of AFFF relating the brand, quantity, and date.
4. **Suspected Source Areas** or known source areas, including but not limited to:
 - 4.1 Firefighting training areas (historical and current).
 - 4.2 Firefighting equipment testing and maintenance areas.
 - 4.3 Disposal areas.
 - 4.4 Stormwater drainage infrastructure and management areas receiving flows from suspected source areas.
 - 4.5 Wastewater systems used to contain discharged fire-extinguishing materials.
 - 4.6 Historic and current storage areas for AFFF.
 - 4.7 Tanks, vehicles, equipment, and distribution systems that were used to store or apply AFFF.
 - 4.8 Hangars that contain AFFF fire suppression systems (historical and current).
 - 4.9 Spills.
- 4.10 Incident response(s) that used AFFF.

4.11 Historical grading/construction projects at the Site associated with suspected source areas.

5. **Review Data Reports** from previous analysis of PFAS in soils, groundwater, surface water, and sediments along with documentation of any remedial activities if undertaken.

In addition to the desktop review, the site assessment report developed and presented a preliminary Conceptual Site Model (CSM) that describes the current understanding of contaminant release, fate and transport (including migration pathways in all environmental media and identifying potential receptors), and Site-specific concerns such as identification of natural resources and ecological receptors.

The EO PLP has provided Ecology with an Agency Review Draft Site Assessment Report for PFAS, and after incorporating Ecology's comments on the Agency Review Draft Site Assessment Report for PFAS and after Ecology approval, the EO PLP prepared and submitted to Ecology the Final Site Assessment Report for PFAS. No work is required of the AO PLPs on this Task.

Task 1. B. Initial Investigation for PFAS

The PLPs will conduct an initial field investigation to provide data to support the development of a comprehensive RI Work Plan. Sampling will consist of in-place groundwater wells and soils in the potential source areas identified during the Site Assessment. A Work Plan for the Initial Investigation has been prepared by the EO PLP and approved by Ecology. The Initial Investigation Work Plan included:

1. **Sampling and Analysis Plan (SAP)** shall conform to the requirements of [WAC 173-340-820](#) and [WAC 173-340-830](#), and shall generally contain:
 - 1.1. Purpose and objectives of the data collection activities.
 - 1.2. Specific sampling methods, including number and type of quality assurance/quality control (QA/QC) samples. The sampling suite should be guided by historical property use.
 - 1.3. Sampling locations and designations, including access considerations.
 - 1.4. Types of media to be sampled (e.g., soil, groundwater, surface water, catch basin solids, stormwater runoff, seeps, sediment, etc.) and the number of samples of each.
 - 1.5. Proposed number and location of monitoring wells, soil borings, test pits, and other investigative activities.

- 1.6. Schedule and task assignments.
- 1.7. Supplies and equipment.
- 1.8. Monitoring well construction requirements.
- 1.9. Analytical procedures, methods, and detection limits.
- 1.10. Sample custody procedures, including holding times, containers, and preservation.
- 1.11. Investigation-derived waste management.
- 1.12. Shipping and handling arrangements.
2. **Health and Safety Plan** to cover the level of chemical protection, hazard evaluation, waste characteristics, special considerations, and emergency information in accordance with [WAC 173-340-810](#).
3. **Quality Assurance Project Plan (QAPP)** to include field QA/QC methods, chain of custody procedures, laboratory QA/QC methods, electronic data management, archival, and transmittal protocols.
4. **Inadvertent Discovery Plan** shall outline procedures to perform in the event of a discovery of archaeological materials or human remains, in accordance with applicable state and federal laws.

The EO PLP provided Ecology with an Agency Review Draft Initial Investigation for PFAS Work Plan. After incorporating Ecology's comments on the Agency Review Draft Initial Investigation for PFAS Work Plan, and after Ecology approval, the EO PLP prepared and submitted to Ecology the Final Initial Investigation for PFAS Work Plan. The PLPs will implement the Final Initial Investigation for PFAS Work Plan based on the schedule contained in this Exhibit.

After completion of the Initial Investigation for PFAS field activities, the PLPs will provide Ecology with an Agency Review Draft Initial Investigation for PFAS Report. After incorporating Ecology's comments on the Agency Review Draft Initial Investigation for PFAS Report and after Ecology approval, the PLPs shall prepare and submit to Ecology the Final Initial Investigation for PFAS Report.

Task 1. C. Remedial Investigation and Feasibility Study (RI/FS) Work Plan
The PLPs will prepare an RI/FS Work Plan (Work Plan) that includes an overall description and schedule of all RI activities and FS development. The Work Plan will clearly describe the project management strategy for implementing and reporting on RI/FS activities. The responsibility and

authority of all organizations and key personnel involved in conducting the RI/FS must be outlined. The Work Plan will utilize information gathered in Tasks 1.A and 1.B of this SOW.

A Remedial Investigation Planning Meeting will be held prior to submittal of the Work Plan to:

- Review requirements for the Work Plan.
- Plan Remedial Investigation field work.
- Review the information learned from Tasks 1.A and 1.B of this SOW.
- Discuss the preliminary Conceptual Site Model.
- Identify project data needs and possible interim actions.

The Work Plan shall outline procedures for the RI and FS, comply with [WAC 173-340-350](#), and should include the following information:

1. **General Facility Information**, including, but not limited to, legal description of the facility, present owner and/or operator including chronological listing of past owners and/or operators, adjacent property owners, zoning designations of property and adjacent properties, and other pertinent information.
2. **Site History** providing descriptions of historical, current, and future Site activities/operations, and their location.
3. **Facility Access Strategy** that describes Site access restrictions, requirements, and strategies to minimize delays due to Site access complications for the duration of the RI/FS work. The Facility Access Strategy shall describe how Site access can be organized to comply with requirements outlined in [WAC 173-340-800](#) and in accordance with applicable law, including, but not limited to, 49 CFR Part 1542 and 14 CFR Part 139.
4. **Site Conditions Map(s)** that illustrate relevant current Site features such as property boundaries, proposed facility boundaries, surface topography, surface, and subsurface structures (including the airport's stormwater management system), utility lines, well locations, and other pertinent information (for example, surface water bodies near the vicinity of the Site). All maps will be consistent with the requirements in [WAC 173-340-840\(4\)](#) and be of sufficient detail and accuracy to document all current and future work performed at the Site.
5. **Site geology and hydrogeology** and a brief discussion of local climate. Should include well logs of known monitoring well locations, groundwater supply wells, and identification of known surface water and other ecological resources within a minimum of one mile extending from the perimeter of the Spokane International Airport, and a summary of well construction details, including top of casing elevations and well screen elevations.

6. **Suspected Source Areas** - locations of all known and suspected source areas, including but not limited to:
 - 6.1. Direct discharges.
 - 6.2. Disposal and waste areas.
 - 6.3. Stormwater drainage infrastructure and management areas receiving flows from suspected source areas.
 - 6.4. Tanks, vehicles, equipment, and distribution systems used for storage of hazardous materials.
 - 6.5. Historical grading/construction projects at the Site associated with suspected source areas.
7. **Data Reports** from previous analyses of soils, groundwater, surface water, and sediments along with documentation of any remedial activities if undertaken.
8. **Preliminary Conceptual Site Model** that describes the current understanding of contaminant release, fate, and transport (including migration pathways in all environmental media and identifying potential receptors), and Site-specific concerns such as identification of natural resources and ecological receptors.
9. **Sampling and Analysis Plan (SAP)** for use during all Site characterization activities and for SOW Task 6 Quarterly Groundwater Monitoring and Reporting. The plan shall conform to the requirements of [WAC 173-340-820](#) and [WAC 173-340-830](#), and shall generally contain:
 - 9.1. Purpose and objectives of the data collection activities.
 - 9.2. Specific sampling methods, including number and type of QA/QC samples. The sampling suite should be guided by historical property use.
 - 9.3. Sampling locations and designations, including access considerations.
 - 9.4. Types of media to be sampled (e.g., and at a minimum: soil, groundwater, surface water, catch basin solids, stormwater runoff, seeps, sediment, etc.) and the number of samples of each.
 - 9.5. Proposed number and location of monitoring wells, soil borings, test pits, and other investigative activities.
 - 9.6. Schedule and task assignments.

- 9.7. Supplies and equipment.
- 9.8. Monitoring well construction requirements.
- 9.9. Analytical procedures, methods, and detection limits.
- 9.10. Sample custody procedures, including holding times, containers, and preservation.
- 9.11. Investigation-derived waste management.
- 9.12. Shipping and handling arrangements.
10. **Health and Safety Plan** to cover the level of chemical protection, hazard evaluation, waste characteristics and special considerations, and emergency information in accordance with [WAC 173-340-810](#).
11. **Quality Assurance Project Plan (QAPP)** to include field QA/QC methods, chain-of-custody procedures, laboratory QA/QC methods, and electronic data management, archival, and transmittal protocols.
12. **Inadvertent Discovery Plan** shall outline procedures to perform in the event of a discovery of archaeological materials or human remains, in accordance with applicable state and federal laws.
13. **Groundwater Monitoring Plan**, to include:
 - 13.1. Description of groundwater monitoring activities in compliance with [WAC 173-340-410\(3\)](#).
 - 13.2. Groundwater sampling equipment, description and rationale for pump intake placement, and sampling protocols.
 - 13.3. Description of field parameter measurements and instrumentation.
 - 13.4. Sample collection, handling, packaging, and transport requirements.
 - 13.5. Required method detection limits and reporting limits.
 - 13.6. Monitoring locations (existing and proposed) and well construction logs.
 - 13.7. Analytical methods for an analytical suite that shall be sufficiently broad to encompass contaminants known or found to be present in soil and groundwater at the Site.

- 13.8. Quarterly reporting procedures developed in accordance with SOW Task 6, Groundwater Monitoring.
- 13.9. The Groundwater Monitoring Plan shall reference the SAP and QAPP whenever possible to reduce redundancy between those and the Groundwater Monitoring Plan.

The PLPs will provide Ecology with an Agency Review Draft RI/FS Work Plan. After incorporating Ecology's comments on the Agency Review Draft Work Plan and after Ecology approval, the PLPs shall prepare and submit to Ecology the Final RI/FS Work Plan, which shall be implemented based on the schedule contained in this Exhibit.

Task 2. Remedial Investigation

The PLPs shall conduct an RI that meets the requirements of [WAC 173-340-350](#) and [WAC 173-204-550](#) according to the Work Plan as approved by Ecology. The RI will determine the nature and extent of contamination exceeding preliminary Model Toxics Control Act (MTCA) cleanup levels, preliminary Sediment Management Standards (SMS) cleanup standards, and other regulatory requirements. The RI must provide sufficient data and information to define the nature and extent of contamination. The RI shall include the following elements:

1. **Site Characterization** to conduct representative sampling and testing to assess the nature and extent of contamination. Conduct analytical tests on groundwater, soil, and other potentially contaminated media in the vicinity of the Site. Data must be sufficient to delineate the sources, type, depth, concentration, mass, and areal extent of contaminants, along with information that addresses the rate and direction of contaminant movement.
2. **Groundwater**
 - 2.1. Install new groundwater monitoring wells, background wells, and soil borings where needed and comply with the resource protection well requirements of [WAC 173-160](#).
 - 2.2. Generate well logs such that regional stratigraphy may be characterized.
 - 2.3. Characterize Site-specific stratigraphy and lithology based on well logs, maps, and any other information available.
 - 2.4. Estimate hydrogeologic parameters such as hydraulic conductivity and porosity.
 - 2.5. Measure water levels in all wells and new borings.
 - 2.6. Collect quarterly groundwater samples at Site monitoring wells so seasonal fluctuations are captured and report results in accordance with SOW Task 6, Groundwater Monitoring and Reporting.

- 2.7. Analyze groundwater samples for a contaminant suite guided by historical property use.
- 2.8. Collect data sufficient to estimate contaminant mass degradation rates in both the saturated and vadose zones.
- 2.9. Generate maps and/or figures showing water levels and regional/Site hydrogeology.

3. **Soils**

- 3.1. Install soil borings and/or excavate test pits and collect representative soil samples for the characterization of lithology, subsurface conditions, and contaminant concentrations.
- 3.2. Characterize soil samples using the Unified Soil Classification System (USCS).
- 3.3. Generate logs for each boring and/or test pit.
- 3.4. Analyze soil samples for a contaminant suite guided by historical property use.

4. **Sediments**

- 4.1. If the potential for sediment impact is found, analyze sediment samples for the applicable contaminant suite.

5. **Surface Water**

- 5.1. If the potential for surface water impact is found, analyze surface water samples for the applicable contaminant suite.
6. **Potential Receptor Information** for collection of data on the surrounding human and ecological populations that may be in contact with contaminants and potential routes of exposure for those populations in support of the Feasibility Study.
 - 6.1. Public Use/Site Access – Potential uses of the affected properties and the presence or absence of controls on Site access.
 - 6.2. Potential Groundwater/Surface Water Uses – Any consumptive, recreational, or other use of groundwater and surface water in the area, and by which populations.
 - 6.3. Environmental Receptors – Information on the presence of endangered or threatened species, potential habitats, and ecological environments.

Field sampling and analysis will be completed in general accordance with the SAP and QAPP. Deviation(s) from the approved SAP and QAPP must be communicated to Ecology immediately and documented as required by Ecology.

The PLPs shall provide interim data reports and updates to Ecology as new Site data and information become available. Laboratory analysis data shall also be provided in electronic format when it has been validated. Raw laboratory data will be provided to Ecology upon request. Periodic reporting shall occur in accordance with SOW Task 7, Progress Reports.

Task 3. A. Remedial Investigation (RI) Report

The PLPs shall use the information obtained in the RI to prepare an Agency Review Draft RI Report that meets the applicable requirements of [WAC 173-340-350](#) and shall be submitted according to the Schedule in this exhibit.

The RI Report shall include the following elements:

1. Remedial Investigation.

- 1.1. Background Information.

- 1.1.1. Site History.

- 1.1.2. Previous Studies.

- 1.2. Nature and Extent of Contamination - The PLPs will prepare an assessment and description of the degree and extent of contamination. This should include:

- 1.2.1. Data Analysis – Analyze all data collected during Task 2 and prepare supporting maps and tables.

- 1.2.2. Lab reports, previous investigations, well and boring logs, and any other documentation of characterization activities must be included.

- 1.3. Applicable or Relevant and Appropriate Requirements (ARARs) Analysis - Identify applicable local, state, and federal laws for cleanup of the Site in accordance with [WAC 173-340-710](#).

- 1.4. Cleanup Levels/Risk Assessment Analysis - Perform a baseline MTCA cleanup levels analysis/baseline risk assessment characterizing the current and potential threats to public health and the environment that may be posed by hazardous substances at the facility. The assessment will integrate cleanup standards and risk assessment as required by [WAC 173-340-357](#) and [WAC 173-340-708](#).

- 1.5. Discussion and Recommendations

- 1.5.1. Interpret and discuss data to determine the nature and extent of the contamination and to support final recommendations for the Site.

- 1.5.2. A summary of all possible and suspected source areas of contamination based on the data collected will be included.
- 1.5.3. Any known or potential risks to public health, welfare, and the environment should be discussed.
- 1.5.4. Recommendations should be provided identifying additional data requirements.

Prior to submittal of the Agency Review Draft RI Report, a Key Project Meeting will be held. During the RI Pre-Report Check-In, Ecology and the PLPs will review available data, an updated conceptual site model, ARARs, proposed points of compliance, and discuss the content and organization of the Draft RI Report.

The PLPs shall compile the identified elements into an Agency Review Draft RI Report and submit an electronic copy to Ecology for review and comment.

After incorporating Ecology's comments on the Agency Review Draft RI Report, the PLPs shall submit the Public Review Draft RI Report to Ecology for distribution and public comment. Electronic survey data for monitoring locations, electronic lab data, and GIS maps of contaminant distribution shall also be provided for both the Agency Review Draft RI Report and Public Review Draft RI Reports either in the report or as attachments. The RI Report will not be considered Final until after a public review and comment period and consideration of all public comments received.

If the data collected during this investigation is insufficient to define the nature and extent of contamination, and/or to select a cleanup action plan, an additional phase of investigation shall be conducted to define the extent of contamination.

Task 3. B. Feasibility Study (FS) Report

The FS will evaluate remedial alternatives for Site cleanup, consistent with MTCA and SMS requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

The FS Report shall include the following elements:

1. Feasibility Study.
 - 1.1. Identification of contamination to be remediated.
 - 1.2. Identification and initial screening of treatment technologies.

1.3. Proposed remedial alternatives and evaluation with respect to MTCA criteria.

The remedial alternatives will be evaluated for compliance with the applicable requirements of [WAC 173-340-360](#) and [WAC 173-204-570](#).

1.4. Recommended alternative.

Prior to submittal of the Agency Review Draft FS Report, a Key Project Meeting will be held.

During the FS Pre-Report Check-In, Ecology and the PLPs will review available data, an updated conceptual site model, ARARs, potential remedial alternatives, proposed points of compliance, and discuss the content and organization of the Draft FS Report.

The PLPs shall compile the identified elements into an Agency Review Draft FS Report and submit an electronic copy to Ecology for review and comment.

After incorporating Ecology's comments on the Agency Review Draft FS Report, the PLPs shall submit the Public Review Draft FS Report to Ecology for distribution and public comment. Electronic survey data for monitoring locations, electronic lab data, and GIS maps of contaminant distribution shall also be provided for both the Agency Review Draft FS Report and Public Review Draft FS Reports either in the report or as attachments. The FS Report will not be considered Final until after a public review and comment period and consideration of all public comments received.

Task 4. Ecology-Required Emergency Interim Actions (if required)

Remedial actions implemented prior to completion of the RI/FS that will be considered interim actions include those that:

- Are technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance.
- Correct a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed.
- Are needed to provide for completion of the RI/FS or design of the cleanup action.

Emergency interim actions will be implemented in accordance with [WAC 173-340-430, -880](#), and the AO, and will be designed in a manner that will not foreclose reasonable alternatives for any final cleanup action that may be required. Remedial actions for contaminated sediments will be implemented pursuant to [WAC 173-204-540](#).

If required by Ecology, the PLPs will implement one or more of the following emergency interim action(s).

1. Soil or sediment removal.

2. Groundwater remediation.
3. Repair, slip lining, replacement, or closure of stormwater conveyances or other structures such as conduit, vaults, catch basins, etc.
4. Removal of underground storage tanks and pipes.
5. Removal of old drain fields or former surface impoundments.
6. Proper abandonment of old wells.
7. Removal of contaminated building or other structural material.
8. Construction of a treatment facility.
9. Shoreline stabilization such as bulkhead repair, erosion or seepage control, and grading or clearing.
10. Provision of clean drinking water and/or installation of treatment systems for impacted residences or businesses.

If Ecology requires an emergency interim action, Ecology will notify the PLPs in writing. In accordance with the schedule, the PLPs will prepare and submit for Ecology approval an Agency Review Draft Emergency Interim Action Work Plan (IAWP) with detail commensurate with the work to be performed. The Agency Review Draft Emergency IAWP shall include, as appropriate:

- Description of the interim action including its purpose, general requirements, and relationship to the (final) cleanup action (to the extent known).
- Summary of relevant RI/FS information, including at a minimum existing Site conditions and alternative interim actions considered.
- Information regarding design and construction requirements, including a proposed schedule and personnel roles and responsibilities.
- Compliance Monitoring Plan.
- SAP/QAPP.
- Permits and access agreements required.

The PLPs shall submit an electronic copy of the Health and Safety Plan for the emergency interim action. The PLPs will be responsible for complying with the State Environmental Policy Act (SEPA) Rules, including preparing and submitting an environmental checklist for the emergency interim action and assisting Ecology with presentations at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan.

The PLPs shall submit the Agency Review Draft Emergency IAWP to Ecology for review. After incorporating Ecology's comments, the PLPs shall submit the Public Review Draft Emergency

IAWP Plan to Ecology. Ecology will approve the Emergency IAWP (if appropriate) and the document will be considered final. Once approved by Ecology, the PLPs will implement the emergency interim action according to the approved schedule.

Concurrent with the execution of work outlined in the Final Emergency IAWP, Ecology will present the document and SEPA determination for public review and comment and consider all public comments, incorporating them into the ongoing work when feasible.

Upon successful completion of the work, an Agency Review Draft Emergency Interim Action Completion Report (Emergency IACR) will be prepared as a separate deliverable. The PLPs shall submit the Agency Review Draft Emergency IACR to Ecology for review and approval. After incorporating Ecology's comments on the Agency Review Draft Emergency IACR and after Ecology approval, the PLPs shall submit the Final Emergency IACR to Ecology.

Task 5. Additional Interim Actions (if required)

Remedial actions implemented prior to completion of the RI/FS that will be considered interim actions include those that:

- Are technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance.
- Correct a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed.
- Are needed to provide for completion of the remedial investigation/feasibility study or design of the cleanup action.

Interim actions will be implemented in accordance with [WAC 173-340-430](#) and the AO, and will be designed in a manner that will not foreclose reasonable alternatives for any final cleanup action that may be required. Remedial actions for contaminated sediments will be implemented pursuant to [WAC 173-204-540](#). An interim action may be required by Ecology, or may be requested by the PLPs and approved by Ecology.

If an interim action is to be performed, the PLPs will prepare and submit for Ecology approval an Agency Review Draft Interim Action Work Plan (IAWP) with detail commensurate with the work to be performed. The Agency Review Draft IAWP shall include, as appropriate:

- Description of the interim action including its purpose, general requirements, and relationship to the (final) cleanup action (to the extent known).
- Summary of relevant RI/FS information, including at a minimum existing Site conditions and alternative interim actions considered.

- Information regarding design and construction requirements, including a proposed schedule and personnel roles and responsibilities.
- Compliance Monitoring Plan.
- SAP/QAPP.
- Permits and access agreements required.

The PLPs shall submit an electronic copy of the Health and Safety Plan for the interim action. The PLPs will be responsible for complying with SEPA Rules, including preparing and submitting an environmental checklist for the interim action and assisting Ecology with presentations at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan.

The PLPs shall submit the Agency Review Draft IAWP to Ecology for review. After incorporating Ecology's comments on the Agency Review Draft IAWP, the PLPs shall submit the Public Review Draft IAWP to Ecology. After a public notice and comment period for the Public Review Draft IAWP (and SEPA determination) and consideration of all public comments, Ecology will approve the IAWP (if appropriate), and the document will be final. Once approved by Ecology, the PLPs will implement the interim action according to the approved schedule.

Upon successful completion of the work, an Agency Review Draft IACR will be prepared as a separate deliverable. The PLPs shall submit the Agency Review Draft IACR to Ecology for review and approval. After incorporating Ecology's comments on the Agency Review Draft IACR and after Ecology approval, the PLPs shall submit the Final IACR to Ecology.

Task 6. Quarterly Groundwater Monitoring and Reporting

Quarterly groundwater monitoring shall occur in compliance with the Groundwater Monitoring Plan developed as part of the RI/FS Work Plan. The Groundwater Monitoring Plan will describe the groundwater monitoring activities to be implemented during the period of performance of the AO and shall be a living document that is updated as necessary (e.g., change in conditions, monitoring points added or removed, etc.). Quarterly Groundwater Monitoring Reports shall include, but not be limited to, the following:

1. Groundwater monitoring and sample collection methodology.
2. Description of the groundwater monitoring network.
3. Analytical methods.
4. Findings.

4.1. Groundwater Elevation Data.

- 4.1.1. Evaluation of groundwater flow rates and directions.
- 4.1.2. Evaluation of vertical gradients.
- 4.2. Groundwater Quality Data.
 - 4.2.1. Well stabilization parameters.
 - 4.2.2. Results summary.
 - 4.2.3. Description of vertical and lateral contaminant distribution.
- 5. Investigative-derived waste generation and handling documentation.
- 6. **Tables** that include groundwater elevation data, method detection and reporting limits, stabilization parameter results, and analytical results.
- 7. **Figures** that include a vicinity map, monitoring locations, sample results, potentiometric surface maps, and an estimated extent of contamination.
- 8. Appendices with:
 - 8.1. Chain-of-custody forms.
 - 8.2. Raw laboratory analytical results.
 - 8.3. Data validation reports.

Task 7. Progress Reports

Progress reports shall be completed monthly and contain:

- 1. Site-related activities that have taken place during the reporting period, including progress on upcoming deliverables.
- 2. Detailed descriptions of any deviations from required tasks.
- 3. Detailed descriptions of any deviations from this SOW and schedule or from enforceable deliverables for the current reporting period and any planned deviations for the upcoming reporting period.
- 4. For any deviations in the schedule, a plan for maintaining compliance with the schedule.
- 5. All raw data (including laboratory analyses) received during the previous month together with a detailed description of the underlying samples collected.

6. A list of deliverables and activities for the upcoming reporting period.

Schedule of Deliverables

The schedule for deliverables described in the Agreed Order and the Scope of Work is presented below. References to days in the schedule are calendar days. If the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date the PLPs received such notification, comments, or approval. Where triggered by Ecology receipt of a deliverable, the starting date for the period shown is the date Ecology receives the deliverable.

Task	Deliverables or Actions	Completion Times
1.A	PLPs to submit Draft Site Assessment Report for PFAS	Completed by EO PLP – no work required of AO PLPs
1.A	PLPs to submit revised Site Assessment Report for PFAS	Completed by EO PLP – no work required of AO PLPs
1.B	PLPs to submit Draft Work Plan for the Initial Investigation of PFAS, Sampling and Analysis Plan, Health and Safety Plan, and Inadvertent Discovery Plan	Completed by EO PLP – no work required of AO PLPs
1.B	PLPs to submit revised Work Plan for the Initial Investigation of PFAS, Sampling and Analysis Plan, Health and Safety Plan, and Inadvertent Discovery Plan	Completed by EO PLP – no work required of AO PLPs
1.B	PLPs to complete all field activities for the Initial Investigation for PFAS	Completed by EO PLP – no work required of AO PLPs
1.B	PLPs to submit Draft Initial Investigation for PFAS Report	30 days after final validated laboratory data has been received
1.B	PLPs to submit Revised Initial Investigation for PFAS Report	30 days after PLPs receive Ecology's comments on draft document

Task	Deliverables or Actions	Completion Times
1.C	PLPs to submit Agency Review Draft RI/FS Work Plan, Sampling and Analysis Plan, Health and Safety Plan, and Inadvertent Discovery Plan	120 days after Ecology's approval of the Initial Investigation for PFAS Report
1.C	PLPs to submit revised RI/FS Work Plan, Sampling and Analysis Plan, Health and Safety Plan, and Inadvertent Discovery Plan	30 days after PLPs receive Ecology's comments on draft documents
1.C	PLPs to submit Final RI/FS Work Plan, Sampling and Analysis Plan, and Health and Safety Plan	14 days after receipt of any final Ecology comments and/or Ecology's approval of revised RI/FS Work Plan
2	PLPs to begin RI field work	30 days after PLPs receive Ecology's approval of revised RI/FS Work Plan
2	PLPs to complete RI field work	12 months after RI field work began
3.A	PLPs to submit Agency Review Draft RI Report	90 days following completion of RI field work
3.A	PLPs to submit Revised Public Review Draft RI Report	30 days after PLPs receive Ecology's comments on Draft RI Report
3.A	PLPs to submit Final RI Report	30 days after receipt of any final Ecology comments and/or Ecology's approval of Public Review Draft RI Report
3.B	PLPs to submit Agency Review Draft FS Report	160 days after PLPs receive Ecology's approval of Public Review Draft RI Report
3.B	PLPs to submit revised Public Review Draft FS Report	30 days after PLPs receive Ecology's comments on Draft FS Report
3.B	PLPs to submit Final FS Report	30 days after receipt of any final Ecology comments and/or Ecology's approval of Public Review Draft FS Report

Task	Deliverables or Actions	Completion Times
4	PLPs to submit Agency Review Draft Emergency IAWP	14 days after PLPs receive Ecology's written notice that an Interim Action is required
4	PLPs to submit Final Emergency IAWP	7 days after PLPs receive Ecology's comments on Draft IAWP
4	PLPs to execute Emergency Interim Action	7 days after PLPs receive Ecology's approval of Final Emergency IAWP
4	PLPs to submit Agency Review Draft Emergency IACR	30 days after completion of Emergency Interim Action
4	PLPs to submit revised Draft Emergency IACR	30 days after PLPs receive Ecology's comments on Agency Review Draft Emergency IACR
4	PLPs to submit revised Final Emergency IACR	30 days after receipt of any final Ecology comments and/or Ecology's approval of revised Draft Emergency IACR
5	PLPs to submit Agency Review Draft IAWP	30 days after PLPs receive Ecology's written notice that an Interim Action is required or agreed to
5	PLPs to submit Public Review Draft IAWP	30 days after PLPs receive Ecology's comments on Agency Review Draft IAWP
5	PLPs to submit Final IAWP	30 days after receipt of any final Ecology comments and/or Ecology's approval of revised Draft IAWP
5	PLPs to execute Interim Action	30 days after PLPs receive Ecology's approval of Final IAWP
5	PLPs to submit Agency Review Draft IACR	30 days after completion of Interim Action
5	PLPs to submit revised Draft IACR	30 days after PLPs receive Ecology's comments on Agency Review Draft IACR

Task	Deliverables or Actions	Completion Times
5	PLPs to submit revised Final IACR	30 days after receipt of any final Ecology comments and/or Ecology's approval of revised Draft IACR
6	PLPs to Submit Agency Review Draft Sampling and Analysis Plan and Quality Assurance Project Plan, both specific to Groundwater Monitoring	Completed
6	Quarterly groundwater monitoring	Every 3 months, commencing within 45 days of Ecology approval of the Groundwater Monitoring Sampling and Analysis Plan and Quality Assurance Project Plan
6	PLPs to submit Draft Quarterly Groundwater Monitoring Reports, as described in Task 6	Quarterly; 45 days after PLPs receive complete analytical report from the laboratory
6	PLPs to submit revised Quarterly Groundwater Monitoring Reports	30 days after PLPs receive Ecology comments on draft Quarterly Groundwater Monitoring Report
6	PLPs to submit Final Quarterly Groundwater Monitoring Report	15 days after Ecology's approval of revised Quarterly Groundwater Monitoring Report
7	Progress reports	Monthly, on the 10th day of each following month



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	WASTEWATER MANAGEMENT		Date Rec'd	12/17/2025
Contact Name/Phone	RAYLENE 625-7901		Clerk's File #	
Contact E-Mail	RGENNELL@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Final Reading Ordinance		Project #	
Council Sponsor(s)	BWILKERSON KKLITZKE		Bid #	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	4320 ORDINANCE AMENDMENT SMC 13.03A			

Agenda Wording

Pretreatment Ordinance Amendment - Wastewater Management section 13.03A.0204 Local Limits [2.4]

Summary (Background)

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Pollutants of concern are monitored and limited to protect the treatment facility from pass through and interference. The Program is required and authorized to regulate pollutants from Industrial Users. Periodically, the pollutant limits assigned to Industrial Users are required to be updated. The City's NPDES Permit required recalculation of these limits based on current conditions and standards. The new limits now need to be codified in SMC 13.03A.0204.

What impacts would the proposal have on historically excluded communities?

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

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

N/A - Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

Pretreatment Ordinance Amendment - Wastewater Management section 13.03A.0204 Local Limits [2.4]

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head GENNETT, RAYLENEDivision Director FEIST, MARLENEAccounting Manager ALBIN-MOORE, ANGELALegal SCHOEDEL, ELIZABETHFor the Mayor PICCOLO, MIKE**Distribution List**

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ORDINANCE NO. C36831

AN ORDINANCE relating to pretreatment, to chapter 13.03A of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City is updating and amending section 13.03A.0204 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0204 is amended to read as follows:

13.03A.0204 Local Limits [2.4]

A. The following limits are established as local limits, expressed as Maximum Allowable Discharge Limits. No Significant Industrial User may discharge wastewater into the POTW in excess of the following concentrations:

1. Arsenic: ((0.12)) 0.070 mg/L.

((2. Benzene: <0.5 mg/L))

((3)) 2. Cadmium: 0.093 mg/L.

((4. Total Chromium: <5.0 mg/L.))

((5)) 3. Copper: 0.74 mg/L.

((6)) 4. Cyanide: ((1.01)) 0.25 mg/L.

((7)) 5. Fats, oils, and, grease: See SMC 13.03A.0201(B)(19).

((8)) 6. Lead: 0.32 mg/L.

((9)) 7. Mercury: 0.012 mg/L.

((10)) 8. Nickel: ((1.74)) 1.15 mg/L.

((11)) 9. Silver: 0.46 mg/L.

((12)) 10. Zinc: ((2.59)) 1.83 mg/L.

((13)) 11. The pH limit set in SMC 13.03A.0201(B)(2) may also be enforced as a local limit.

((14)) 12. Molybdenum: ((0.66)) 0.39 mg/L.

((15)) 13. Selenium: ((0.40)) 0.27 mg/L.

14. PCBs: 0.000064 mg/L.

- B. Users that discharge wastewater into any sewer that conveys wastewater to Spokane County Regional Water Reclamation Facility must comply with the limits set forth in Spokane County Code Chapter 8.03A.0204.
- C. The above limits apply at the point where the wastewater is discharged to the POTW (end of the pipe). All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Plant Manager may impose mass limitations in addition to or in place of the concentration-based limitations shown in subsection (A) of this section. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.
- D. Limits may be established for all users, groups, or specific users. They may be designed to ameliorate temporary or permanent discharge characteristics, or to accommodate any new or special temporary or permanent condition of the POTW, its effluent receiving water, or other environmental problem. The Plant Manager may set limits as instantaneous maximums or for other durations (e.g., daily maximum or monthly average limits) where deemed proper.
- E. Whenever determined appropriate, the Plant Manager may develop best management practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of article II of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 2. Effective Date. This ordinance shall take effect and be in force on April 1, 2026.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistance City Attorney

Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	WASTEWATER MANAGEMENT	Date Rec'd	12/24/2025
Contact Name/Phone	JAMES GEORGE 7908	Clerk's File #	
Contact E-Mail	JGEORGE@SPOKANE CITY.ORG	Cross Ref #	OPR 2023-1125/OPR 2023-0699/OPR 2025-0553
Agenda Item Type	Contract Item	Project #	
Council Sponsor(s)	KKLITZKE ZZAPPONE	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? YES	Public Works? YES	
Agenda Item Name	CONSENT TO AMEND EVERGREEN STORMH2O CONTRACT OPR 2023-1125 TO		

Agenda Wording

Consent request to increase the amount of an existing consultant contract by \$38,907 of 100% reimbursable funds per grant WQC-203-Spokane-00120. The funds are necessary to continue to monitor the efficacy of 6PPQ removal from stormwater by green infrastructure per TAPE protocols. 6PPDQ chemical is an emergent stormwater contaminant present in vehicle tires that is toxic to rainbow trout and lethal to Coho salmon.

Summary (Background)

Washington State Department of Ecology recently established 6PPD as a priority pollutant, and Washington Senate Bill 5931 (effective June 6, 2024) addresses 6PPD in tires through the Safer Products for Washington program. Legislative Proviso 6PPDQ (25-27) provided budget to Ecology to support 6PPDQ studies on an annual basis. This is the second amendment to grant contract WQC-203-Spokane-00120 to provide funding for Task 7 6PPDQ monitoring.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. The outcome of the project will inform environmental decisions statewide across all 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?

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance. The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to the rigorous standards of Ecology's TAPE program, which is the agency vehicle for approval of emergent stormwater treatment technologies.

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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP. The proposed increase in grant funding, and associated contract amendment, will provide additional support to a project that is evaluating stormwater management tools that are more water conservative while also treating stormwater. The proposal aligns with the goals and strategies of the City of Spokane's Comprehensive and Sustainability Action Plans.

Comprehensive Plan Goals

Capital Facilities and Utilities Goal

5 - Environmental Concerns

Policy CFU 5.2 Water Conservation

Policy CFU 5.3 Stormwater

Natural Environment Goal 1 – Water Quality

Policy NE 1.2 Stormwater Techniques

Natural

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 0.00

Current Year Cost \$ 0.00

Subsequent Year(s) Cost \$ 0.00

Narrative

The TAPE project is being managed under the Wastewater Management stormwater budget 4330-43354-35148-54201, however, the additional funding is 100% reimbursable and the total final cost to the City of Spokane for the additional \$38,907 funds is \$0.00

Amount	Budget Account
Neutral \$ 0.00	# 4330-43354-35148-54201-99999
Select \$	#

Funding Source	One-Time
-----------------------	----------

Funding Source Type	Grant
----------------------------	-------

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

Expense Occurrence	One-Time
---------------------------	----------

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

The grant funds are 100% reimbursable and specific to 6PPD monitoring during the ongoing grant funded TAPE project.

Approvals

<u>Dept Head</u>	GENNETT, RAYLENE	<u>Additional Approvals</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

Aimee S Navickis-Brasch	sspence@spokanecity.org
kkeck@spokanecity.org	jgeorge@spokanecity.org
Tax & Licenses	rkirby@spokanecity.org
rgennett@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	January 12, 2026
Submitting Department	Wastewater Management – Stormwater
Contact Name	James George III (Trey)
Contact Email & Phone	jgeorge@spokanecity.org 509-625-7908
Council Sponsor(s)	Wilkerson, Klitzke, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to amend Evergreen StormH2O contract OPR 2023-1125 to increase the total budget by an additional \$38,907
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Consent request to increase the amount of an existing consultant contract by \$38,907 of 100% reimbursable funds per grant WQC-203-Spokane-00120. The funds are necessary to continue to monitor the efficacy of 6PPQ removal from stormwater by green infrastructure per TAPE protocols. 6PPDQ chemical is an emergent stormwater contaminant present in vehicle tires that is toxic to rainbow trout and lethal to Coho salmon.</p> <p>Washington State Department of Ecology recently established 6PPD as a priority pollutant, and Washington Senate Bill 5931 (effective June 6, 2024) addresses 6PPD in tires through the Safer Products for Washington program. Legislative Proviso 6PPDQ (25-27) provided budget to Ecology to support 6PPDQ studies on an annual basis. This is the second amendment to grant contract WQC-203-Spokane-00120 to provide funding for Task 7 6PPDQ monitoring.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: \$0.00 (100% reimbursable) Current year cost: \$0 Subsequent year(s) cost: \$0	
Narrative: <u>The TAPE project is being managed under the Wastewater Management stormwater budget 4330-43354-35148-54201, however, the additional funding is 100% reimbursable and the total final cost to the City of Spokane for the additional \$38,907 funds is \$0.00.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? N/A	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
The grant funds are 100% reimbursable and specific to 6PPD monitoring during the ongoing grant funded TAPE project.	
Operations Impacts (If N/A, please give a brief description as to why)	

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

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. The outcome of the project will inform environmental decisions statewide across all 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?

This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Stormwater pollutant removal efficiency data will be collected in accordance with an Ecology approved Quality Assurance Project Plan using established scientific principles.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance. The data will be collected in accordance with an Ecology approved Quality Assurance Project Plan that adheres to the rigorous standards of Ecology's TAPE program, which is the agency vehicle for approval of emergent stormwater treatment technologies.

- 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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP. The proposed increase in grant funding, and associated contract amendment, will provide additional support to a project that is evaluating stormwater management tools that are more water conservative while also treating stormwater. The proposal aligns with the goals and strategies of the City of Spokane's Comprehensive and Sustainability Action Plans.

Comprehensive Plan Goals

Capital Facilities and Utilities Goal 5 - Environmental Concerns

 Policy CFU 5.2 Water Conservation

 Policy CFU 5.3 Stormwater

 Natural Environment Goal 1 – Water Quality

 Policy NE 1.2 Stormwater Techniques

 Natural Environment Goal 2 – Sustainable Water Quantity

 Policy NE 2.1 Water Conservation

Sustainability Action Plan Strategies

Water Resources Strategy 5 - Improve Stormwater Management

 Priority Action WR 5.1 Invest in stormwater management innovations

Council Subcommittee Review

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



City of Spokane

CONTRACT AMENDMENT #2

Title: **NON-VEGETATED BIORETENTION
TAPE STUDY PROJECT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NB Engineering dba Evergreen StormH2O**, whose address is PO Box 18912, Spokane, Washington 99228 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform a Tape Study Project to Determine if two different BSN without vegetation can meet the TAPE treatment performance goals; and

WHEREAS, a change or revision of the Work has been requested, 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 November 15, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2025, and shall end June 30, 2027.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Additional work is required to Task 7, in accordance with attached Exhibit A. Task 7 covers work associated with collection and analyzing 6PPD-quinone (6PPD-q) at the bioretention test site.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY-EIGHT THOUSAND NINE HUNDRED SEVEN AND NO/100 DOLLARS (\$38,907.00)**, plus sales tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**NB ENGINEERING dba
EVERGREEN STORMH20**

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Attest:

City Clerk _____

Approved as to form:

Assistant City Attorney _____

Attachments that are part of this Agreement:

Exhibit A - Amended Scope of Work document under Agreement No: WQC-2023-Spokane-00120 – Evergreen Amendment #2 to add additional work to Task 7.

U2025-126

EXHIBIT A



AMENDMENT NO. 2
TO AGREEMENT NO. WQC-2023-Spokane-00120
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Spokane

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Spokane (RECIPIENT) for the Bioretention Soil Media Study: Development of Non-Vegetated BMPs (PROJECT).

This amendment adds \$38,907.00 in 6PPD Proviso (25-27) funding to the AGREEMENT to add additional 6PPD-q testing to the scope of the project. This amendment modifies the Scope of Work as follows:

1. Tasks 1-6 remain unchanged.
2. Task 7 - Task Description C: Field sampling collected in accordance with the QAPP is increased from 8 monitoring events to 12 monitoring events. The total number of samples is increased from 24 samples to 36 samples.
3. 6PPD Proviso (25-27) funding in the amount of \$38,907.00 is added to the AGREEMENT. The Total Eligible Cost is increased by \$38,907.00, from \$442,156.00 to \$481,063.00. The SFAP funding remains unchanged.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 442,156.00 Amended: 481,063.00

Total Eligible Cost:

Original: 442,156.00 Amended: 481,063.00

CHANGES TO THE BUDGET

Funding Distribution EG260327

Funding Title: 6PPD Proviso (25-27)

Funding Type: Grant

Funding Effective Date: 07/01/2025

Funding Expiration Date: 06/30/2027

Funding Source:

Title: 6PPD WQP Proviso

State of Washington Department of Ecology

City of Spokane

Bioretention Soil Media Study: Development of Non-Vegetated BMPs Project

Agreement No. WQC-2023-Spokane-00120

Amendment No. 2

Fund:	FD
Type:	State
Funding Source %:	100%
Description:	Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect: 30 %

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

6PPD Proviso (25-27)	Task Total
6PPD-quinone Sampling and Analysis	\$ 38,907.00

Total: \$ 38,907.00

CHANGES TO THE BUDGET

Funding Distribution EG250002

Funding Title: 6PPD Proviso

Funding Type: Grant

Funding Effective Date: 07/01/2023 Funding Expiration Date: 06/30/2025

Funding Source:

Title:	6PPD WQP Proviso
Fund:	FD
Type:	State
Funding Source %:	100%
Description:	Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect: 30 %

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

6PPD Proviso	Task Total
6PPD-quinone Sampling and Analysis	\$ 42,156.00

Total: \$ 42,156.00

CHANGES TO THE BUDGET

Funding Distribution EG240275

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2022

Funding Expiration Date: 06/30/2027

Funding Source:

Title: SFAP - SFY23

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect: 30 %

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 15,525.00
Project Coordination	\$ 60,278.00
Study Preparation	\$ 110,924.00
Data Collection and Analysis	\$ 171,588.00
Reporting	\$ 41,685.00
Project Close Out	\$ 0.00

Total: \$ 400,000.00

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$15,525.00**

Task Title: Grant and Loan Administration

Task Description:

Template Version 10/30/2015

State of Washington Department of Ecology

City of Spokane

Bioretention Soil Media Study: Development of Non-Vegetated BMPs Project

Agreement No. WQC-2023-Spokane-00120

Amendment No. 2

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

CHANGES TO SCOPE OF WORK

Task Number: 7

Task Cost: \$81,063.00

State of Washington Department of Ecology

City of Spokane

Bioretention Soil Media Study: Development of Non-Vegetated BMPs Project

Agreement No. WQC-2023-Spokane-00120

Amendment No. 2

Task Title: 6PPD-quinone Sampling and Analysis

Task Description:

The RECIPIENT will ensure the following items are complete and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will submit the 6PPD-q sampling and analysis in accordance with ECOLOGY's standards and policies.

The RECIPIENT will:

A. Construct the BMPs according to the plans/specifications developed for modifying the test site in Task 3. Additional charges for purchasing and shipping the HPBSM may be charged to this task.

B. Develop a QAPP addendum to include 6PPD-q testing. The addendum should include 6PPD-q sample collection, laboratory analysis, and development of a fact sheet.

1. Submit the QAPP addendum and respond to ECOLOGY comments.

C. Collect field samples in accordance with the QAPP for 12 monitoring events for a total of 36 samples.

1. Coordinate with an Ecology laboratory accredited for 6PPD-q analysis as listed in the QAPP.

2. Submit the testing results to ECOLOGY.

3. Conduct two audits to confirm the consultant team is following the procedures defined in the QAPP addendum.

Submit the summarized audit findings to ECOLOGY.

D. Analyze the data using the methods outlined in the QAPP.

1. Develop a 6PPD-q fact sheet that includes a summary of work complete, data analysis methods, and results.

2. Upload the 6PPD-q data to the International BMP Database Format.

Task Goal Statement:

The RECIPIENT will complete all Task 7 submittals in a timely manner.

Task Expected Outcome:

Identify whether 6PPD-q reduction is achieved and the level of reduction. An additional outcome of this task would be that the 6PPD-q data from this project will be available to stormwater professionals throughout the world.

Deliverables

Number	Description	Due Date
7.1	6PPD-q Draft and Final QAPP Addendum Upload to EAGL and notify ECOLOGY.	

State of Washington Department of Ecology

City of Spokane

Bioretention Soil Media Study: Development of Non-Vegetated BMPs Project

Agreement No. WQC-2023-Spokan-00120

Amendment No. 2

7.2	6PPD-q Water Quality Testing Results Upload to EAGL and notify ECOLOGY.	
7.3	6PPD-q Audit Summary and Results Upload to EAGL and notify ECOLOGY.	
7.4	6PPD-q Fact Sheet Upload to EAGL and notify ECOLOGY.	
7.5	6PPD-q Data Compiled to International BMP Database Format Notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology

City of Spokane

Bioretention Soil Media Study: Development of Non-Vegetated BMPs Project

Agreement No. WQC-2023-Spokan-00120

Amendment No. 2

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 100,000.00	\$ 300,000.00	\$ 400,000.00
6PPD Proviso	0 %	\$ 0.00	\$ 42,156.00	\$ 42,156.00
6PPD Proviso (25-27)	0 %	\$ 0.00	\$ 38,907.00	\$ 38,907.00
Total		\$ 100,000.00	\$ 381,063.00	\$ 481,063.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/30/2025.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Spokane

By: 
On behalf of
2909ABA092BC476...

11/12/2025

Jon Kenning, PhD
Water Quality
Program Manager

Date

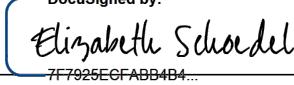
Signed by:
By: 
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11/11/2025

Marlene C Feist
Public Works Director

Date

Elizabeth Schoedel

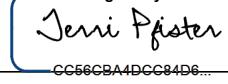
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11/4/2025

Assistant City Attorney

Date

Terri Pfister

DocuSigned by:

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11/11/2025

City Clerk

Date

Template Approved to Form by
Attorney General's Office

Certificate Of Completion

Envelope Id: 51E3E8EC-F1DE-4A57-8B89-09E4CE066BDA

Status: Completed

Subject: Amendment for Signature

Source Envelope:

Document Pages: 8

Signatures: 4

Envelope Originator:

Certificate Pages: 3

Initials: 0

Joe Kinerk

AutoNav: Enabled

EnvelopeD Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

P.O. Box 47600

Olympia, WA 98504

joek461@ecy.wa.gov

IP Address: 162.10.9.34

Record Tracking

Status: Original

11/4/2025 2:08:34 PM

Holder: Joe Kinerk

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology

Location: Docusign

Signer Events

Elizabeth Schoedel

eschoedel@spokanecity.org

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Timestamp

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Viewed: 11/4/2025 4:12:24 PM

Signed: 11/4/2025 4:12:31 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marlene Feist

mfeist@spokanecity.org

Security Level: Email, Account Authentication
(None)

Signed by:



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Signature Adoption: Pre-selected Style

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Viewed: 11/11/2025 8:49:38 AM

Signed: 11/11/2025 8:49:56 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Terri Pfister

tpfister@spokanecity.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 11/11/2025 10:16:55 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Giglio

dgig461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



On behalf of
2888ABA02BC476...

Signature Adoption: Uploaded Signature Image

Using IP Address: 162.10.9.33

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Viewed: 11/12/2025 8:05:13 AM

Signed: 11/12/2025 8:05:32 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
<p>Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None)</p>	COPIED	Sent: 11/12/2025 7:55:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Payment Events

Status

Timestamps

Project Title: Bioretention Soil Media Study: Development of Non-Vegetated BMPs

Agreement No.: WQC-2023-Spokane-00120

Amendment No: 2

BACKGROUND AND PURPOSE

The City of Spokane was awarded the above noted Ecology Water Quality Grant to conduct a project to evaluate the treatment performance of a 60:40 bioretention soil media (BSM) and the high performance BSM (HPBSM) without the presence of vegetation. This Amendment #2 adds the Task 7 work added by Amendment #1 and the following services to Ecology agreement number WQC-2023-Spokane-00120.

Task 7 6PPD Sampling and Analysis

Task 7 covers work associated with collecting and analyzing 6PPD-quinone (6PPD-q) at the bioretention test site, which is in addition to the scope of work contained in Tasks 1-6 of agreement number WQC-2023-Spokane-00120.

Services

- **7.1 Field Sampling**
 - Collect split samples for one influent and two effluent composites for 6PPD-q for up to twelve (12) monitoring events for a total of 36 samples. The influent sample will be collected from the parking lot runoff and the effluent samples will be collected from both the 60:40 BSM and HPBSM Type 2 bioretention cells at the field site.
 - Collect field duplicates for 10% of the samples collected during monitoring events.
 - Coordinate with an Ecology laboratory accredited for 6PPD-q analysis to obtain clean and sealed sample bottles prior to the date sampling will occur.
 - Follow the QAPP addendum procedures to collect, preserve, and package sample bottles for priority shipment to the laboratory. This will include filling out the chain of custody form and coordinating with the laboratory's shipment receiving office to ensure they will be present and prepared to receive the samples within the time frame defined in the QAPP Addendum.
 - Conduct two (2) audits to confirm the Consultant team is following the procedures defined in the QAPP addendum related to 6PPD-q. This is expected to include modifying the audit report template in the QAPP to include items specific to 6PPD-q and summarizing the audit findings.
- **7.2 Data Analysis, Management, and Reporting**
 - Analyze the data using the methods defined in the QAPP for influent and effluent from each cell to characterize concentrations central tendency and evaluate the pollutant removal efficiency.
 - Develop a draft and final 2-page fact sheet that includes a summary of work complete, data analysis methods, and results.
 - Upload the data collected and analyzed from the project to the International BMP Database (BMPDB). This will include organizing and compiling the data into the BMPDB required format, proving information about the BMP monitored, monitoring events, and results of the monitoring events.

- **7.3 Project Management and Coordination**

- Manage and coordinate the work contained in this amendment. No additional subtask 7.3 deliverables will be added by this amendment because the work described in this subtask can be added to the deliverables included in the original agreement. As such, fees for this subtask have been distributed to the other deliverables and are approximately 10% of the amendment budget. The work associated with this subtask is expected to include:
 - Project Management - Coordinate with and manage the consultant team to successfully complete the work described in this amendment. This will include coordinating all technical aspects of the project in accordance with the approved QAPP amendment and tracking the project budget. This work also includes amendment set up and close-out as well as preparing any amendments to this contract if needed.
 - Client and TAC Meetings – Prepare for and organize meetings with the City of Spokane and the TAC. The purpose of these meetings is to discuss the draft QAPP addendum and our comments/questions, coordinate and discuss our progress/questions related to sample collection and shipping.
 - Progress Reports & Invoices – Summarize the Task 7 work in monthly progress reports, invoices, and progress report and quarterly payment requests (PRPR).

Assumptions

- Fees for this task include mileage to ship the samples and fees for shipping the samples overnight to the laboratory.
- Ecology will pay the laboratory directly for testing 6PPD-q samples and as such the fees for this work will not be included in this contract.
- Flow weighted 6PPD-q samples will be collected using an automated sampler.
- The data quality indicators (DQIs) and measurement performance criteria (MPCs) defined in the QAPP are sufficient for defining how quality assurance and quality control will be applied to work in the QAPP addendum as such, no new DQIs or MPCs will be developed for the QAPP addendum.
- The work associated with Task 7 must be complete by June 30, 2027.
- All other assumptions and provisions established in the Ecology agreement number WQC-2023-Spokan-00120 shall remain in place.

Budget

Table 1. Summary of Costs by Deliverable

Deliverable	Fees
D7.1 Construction Invoices	\$0
D7.2 Draft and Final QAPP Addendum	\$0
D7.3 Water Quality Testing Results	\$15,587
D7.4 Audit Summary and Results	\$1,332
D7.5 Fact Sheet (Data Management & Analysis)	\$16,860
D7.6 Data Compiled to International BMP Database Format	\$5,128

	Total Contract Fees:	\$38,907
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DRAFT

ORDINANCE NO C36825

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 GRANT FROM THE U.S. DEPARTMENT OF JUSTICE FOR HIRING POLICE OFFICERS, 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 General Fund and the Public Safety and Judicial Grant 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 General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Add 8 classified police officers (from 87 to 95) in the Police Department.
- 2) Increase appropriation by \$606,214.
 - A) Of the increased appropriation, \$606,214 is provided solely for base wages and associated employee benefits in the Police Department.

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

- 1) Increase revenue by \$1,000,000.
 - A) Of the increased revenue, \$1,000,000 is provided solely from U.S. Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS) hiring grant program.
- 2) Increase appropriation by \$1,000,000.
 - A) Of the increased appropriation, \$1,000,000 is provided solely for base wages and associated employee benefits.

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 the DOJ COPS Hiring grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	FLEET SERVICES		Date Rec'd	1/7/2026
Contact Name/Phone	RICK GIDDINGS 509-625-7706		Clerk's File #	OPR 2026-0022
Contact E-Mail	RGIDDINGS@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Purchase w/o Contract		Project #	
Council Sponsor(s)	KKLITZKE		Bid #	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	PURCHASE OF 2 IRRIGATION TRUCKS FOR THE WATER DEPARTMENT			

Agenda Wording

Fleet Services would like to purchase 2 F350 4X4 diesel chassis upfitted with service bodies using Water Department Budget for use by the Parks Department for Right of Way Maintenance.

Summary (Background)

Parks has taken the responsibility of maintaining right of way from Water, however Water is supplying vehicles and equipment. These 2 units will be used for irrigation maintenance. Both will have service bodies installed and 1 will be equipped with a 180 CFM compressor. Chassis will be purchased through the Washington DES contract, and the service bodies will be purchased from and installed by Titan Truck Equipment. Total cost for both units including sales tax and upfitting will be \$231,072.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost data is collected by Fleet for future analysis.

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

Aligns with CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$ 231,072
Current Year Cost	\$ 231,072
Subsequent Year(s) Cost	\$ 0

Narrative

Vehicles will be purchased using a combination of approved cooperative contracts and city competed contracts following all City Purchasing requirements.

Amount	Budget Account
Expense \$ 231,072	# 4100 42490 94340 56404 11004
Select \$	#

Funding Source	One-Time
-----------------------	----------

Funding Source Type	Reserves
----------------------------	----------

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

Yes

Expense Occurrence	One-Time
---------------------------	----------

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

<u>Dept Head</u>	RUSSELL, ADAM T.	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			

Distribution List

rgiddings@spokanecity.org	Tprince@spokanecity.org
atrussell@spokanecity.org	

From: NOREPLY@des.wa.gov
To: Giddings, Richard
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2025-12-512 - SPOKANE, CITY OF - 23210
Date: Tuesday, December 30, 2025 8:08:24 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2025-12-512 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423

Dealer: Bud Clary Ford (W403)

Dealer Contact: Kathleen Brennan

Dealer Phone: (360) 423-4321 Ext: 10943

Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: rgiddings@spokanecity.org

Quote Notes: Water/Parks Irrigation #2

Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-09002-0001	2026 Ford F-350 4WD Cab and Chassis DRW	1	\$52,894.00	\$52,894.00
2026-09002-0002	INFORMATION ONLY: Vehicle sales tax is 8.4%.	1	\$0.00	\$0.00
2026-09002-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2026-09002-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202. Standard equipment includes TWO keys. For additional keys, see option #0210.	1	\$0.00	\$0.00
2026-09002-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2027 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 27MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00

2026-09002-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2026-09002-0007	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	\$0.00	\$0.00
2026-09002-0010	2026 Ford F350 4WD Cab and Chassis, Regular Cab, Dual Rear Wheels (DRW), 14,000# GVWR, 145 Wheelbase (WB), 60in Cab-to-Axle (CA), 7.3L 2V DECVT NA PFI V8 Gas, TorqShift 10-Speed 10R140 w/ Neutral Idle Automatic with Selectable Drive Modes, LT245/75Rx17E BSW All-Season PLU Tires #TD8, 3.73 Rear Axle Ratio (Non-Limited Slip) (F3H/640A/99N/44G/145WB/TTAS) -- THIS IS THE BASE VEHICLE, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2026-09002-0011	Alternative Wheelbase: Regular Cab, Dual Rear Wheels, 169WB, 84CA (F3H/169WB) (CREDIT)	1	(\$120.00)	(\$120.00)
2026-09002-0025	Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes Operator Commanded Regeneration, 3.73 RAR, Dual 68Hh/65 AGM Batteries #86M, 250-Amp Alternator) (99T/44G)	1	\$10,776.00	\$10,776.00
2026-09002-0036	Snow Plow Prep Package (to be ordered w/ 6.7L Diesel Engine) [Both XL and XLT Trim Levels include 350-Amp Alternator #67A] (Ford recommends ordering the 410-Amp Dual Alternators #67B for max power output) (Not compatible with Fire/Rescue Prep Pkg or Ambulance Prep Pkg) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	1	\$245.00	\$245.00
2026-09002-0052	XL - Vehicle Integration System 2.0 (Downloadable from Ford Fleet website; Factory-installed and laptop programmable; Allows for certain upfits to be accessed and controlled w/ digital buttons on the center-stack touchscreen; Upfitters can connect/program the upfitter switches to operate aftermarket-installed equipment; External relays are required to operate any equipment; Programming can be saved and replicated across a fleet of Super Duty vehicles) (Standard on XLT) (18A)	1	\$392.00	\$392.00
2026-09002-0057	Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (Info: Upfitters offer rearview camera installation option with body orders) (872)	1	\$505.00	\$505.00
2026-09002-0075	Platform Running Boards (Regular Cab) (18B)	1	\$314.00	\$314.00
2026-09002-0078	Exterior backup alarm (76C)	1	\$226.00	\$226.00
2026-09002-0208	Delivery to customer location in Eastern Washington. (DLR)	1	\$450.00	\$450.00
2026-09002-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$76.00	\$76.00
2026-09002-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$52.00	\$52.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

Total Vehicles:	1
Sub Total:	\$65,810.00
8.4 % Sales Tax:	\$5,528.04
Quote Total:	\$71,338.04

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
Spokane Valley, WA 99212
(509) 534-5010
Toll Free: 1-800-445-4807
Equipment Fax: (509) 755-5040



Quote # TM-251211-3

Quote valid for 30 days

Quote Date: 11/13/2025

Quote Provided by:

TREY MELENDRÉZ

Sales

Phone: 1-509-444-1835 Ext.1124

Email: TREYMEL@TITANTRUCK.COM

Customer Information

Vehicle Information

Special Instructions

Qty	Item Description	Part Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated*	Itemized Total
							Freight Charges	
	City of Spokane Parks Dept N. 1410 Normandie Spokane, WA 99201 Contact Name: Rick Giddings End User: Parks Dept	2024 Ford F350 DRW, 84, GVW VIN # Condition:		Duplicate Build of Inv 1365922 Built on 02/26/2024				
1	Prices subject to change based upon manufacturer price surcharge increases. Price increases from manufacturer will be added to this quote or final invoice if applicable. Price increases will be backed with manufacturer documentation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Knapheide Standard - Steel Service Bodies 600-Series, 133.25 Length, 40" High, 20" Deep Compts, 54" Floor, Painted White, w/Lights Installed	KNP6132D54-2	12,597.40	12,597.40	21.00	2,499.00	750.00	\$ 15,846.40
1	Knapheide 94" Wide KnapLined Galva-Grip Hitch Recess Bumper - Loose	KNP34861872	960.21	960.21		-		\$ 960.21
1	Knapheide Installation Kit for Steel Service Body w/ 6" Understructure, Ford 60" or 84" CA,2017 & Newer F350/F450/550 or 2022 & Newer F600 - Loose	KNP20095530	504.16	504.16		-		\$ 504.16
1	Knapheide 2023 Ford Cab Chassis Harness Modification - Loose	KNP35346424	129.87	129.87		-		\$ 129.87
1	Knapheide Class V Receiver Hitch for use with Recess Bumper, 34" Frame Width, Ford F350/F450/F550/F600, GM 3500HD, Ram 3500/4500/5500 NOT Compatible with Ram Chassis Cab with Rear Fuel Tank, 21,000 lbs - Loose	KNP34879956	714.29	714.29		-		\$ 714.29
1	Holman Pro Rack Ladder Rack Legs & Crossbars	KAR12004	944.00	944.00		-		\$ 944.00
1	Holman Pro Rack Ladder Rack Side Channels	KAR12206	829.00	829.00		-		\$ 829.00
2	Mudflaps	KON042014T	30.00	60.00		-		\$ 60.00
1	7-Way RV Style Blade Connector Ford OEM Harness	CURT56443	48.84	48.84		-		\$ 48.84
1	Relocation of OEM Camera	LABOR	-	-		-		\$ -
1	CASH, CREDIT OR CERTIFIED CHECK ONLY ACCEPTED FOR PAYMENT		-	-		-		\$ -
1	SUPPLY		500.92	500.92		-		\$ 500.92
Subtotals			\$ 17,258.68	\$ 17,288.68	21.00	\$ 2,499.00	\$ 750.00	\$ 20,537.68
ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED. CASH, CREDIT, OR CERTIFIED CHECK ARE THE ONLY PAYMENT METHODS CURRENTLY ACCEPTED.						rate per hr \$ 119.00	Quote Total	\$ 20,537.68

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
Spokane Valley, WA 99212
(509) 534-5010
Toll Free: 1-800-445-4807
Equipment Fax: (509) 755-5040



Customer Information

City of Spokane Fleet Services
1610 N Rebecca St Spokane, WA 99217
Contact Name: Rick Giddings
End User: Spokane Parks Department

Vehicle Information

2026 Ford F350
DRW, 84, GVW
VIN #
tion: Regular Cab, 7.3L, 169WB

Special Instructions

Quote Provided by:

TREY MELENDREZ

Sales

Phone: 1-509-444-1835 Ext.1124
Email: TREYME@TITANTRUCK.COM

Qty	Item Description	Part Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated* Freight Charges	Itemized Total
1	Prices subject to change based upon manufacturer price surcharge increases. Price increases from manufacturer will be added to this quote or final invoice if applicable. Price increases will be backed with manufacturer documentation		\$ -	\$ -		\$ -	\$ -	\$ -
1	Knapheide Standard - Steel Service Bodies 600-Series, 133.25 Length, 60" High, 20" Deep Compts, 54" Floor, E-Coat Prime	KNP6132D54H60	12,662.50	12,662.50	84.00	9,996.00	1,000.00	\$ 23,658.50
1	Knapheide LED Surface Mount Stop/Turn/Tail Lights for Steel Service Bodies with 60" High Sides (80" & wider) - Installed - Installed	KNP77000350	662.50	662.50		-		\$ 662.50
1	Knapheide Workbench Bumper with Hitch for 132D54 Service Body, Ford - Installed	KNP77000175	4,256.25	4,256.25		-		\$ 4,256.25
1	Knapheide Overlapping Doors Street Side 1st Vertical Compartment - Installed	KNP77009470	237.50	237.50		-		\$ 237.50
1	Knapheide Overlapping Doors Curb Side 1st Vertical Compartment - Installed	KNP77009504	237.50	237.50		-		\$ 237.50
1	Knapheide Factory Paint 132" H60 Service Body, 145" H60 Combo Body - Knap White - Installed	KNP77000097	2,687.50	2,687.50		-		\$ 2,687.50
1	Knapheide Installation Kit for Steel Service Body w/ 6" Understructure, Ford 60" or 84" CA, 2017 & Newer F350/F450/550 or 2022 & Newer F600 - Loose	KNP20095530	456.25	456.25		-		\$ 456.25
1	Knapheide 2023 Ford Cab Chassis Harness Modification - Loose	KNP35346424	12.50	12.50		-		\$ 12.50
1	Knapheide 18" x 1-1/8" Aluminum Grab Handle Kit, (1 pair) - Loose	KNP21042258	131.25	131.25		-		\$ 131.25
1	Vanair UDSM 185 CFM / 100 PSIG w/ Failsafe Dual Sensor Redundancy System & Xero Air Separation Tank	VANAIRUDAC3F4WD	22,999.00	22,999.00		-	500.00	\$ 23,499.00
1	Vanair Muncie PTO F20-F1312-DS51X-PX Diesel 10R140 130% w/ V-Tec2	VANAIR6160164P	-	-		-		\$ -
1	Vanair ThermalGuard Weather Protection Kit	VANAIR033167	-	-		-		\$ -
1	Vanair Thru Drive Transfer Case Kit Ford 2017+	VANAIR059	-	-		-		\$ -
1	Vanair 1310 Ser 2 1/2OD 60" Driveline Kit	VANAIR030527	-	-		-		\$ -

1	Vanair Extension Harness Display V-TecII w/ Redundancy 120 Rev.01	VANAIR280305-120	-	-	-	-	\$ -
1	Titan Fabricated Goal Post Style Racking 1 Post at Rear of S.S. Compartment in Bed, with the Other Rack off the Front Bulkhead	MISGOALPOSTRACK	937.50	937.50	-	-	\$ 937.50
1	Misc Hoses and Fittings for Compressor System	SUPPLY	1,187.50	1,187.50	-	-	\$ 1,187.50
2	Mudflaps	MUDFLAPS	30.00	60.00	-	-	\$ 60.00
1	7-Way RV Style Blade Connector Ford OEM Harness	CURT56443	48.84	48.84	-	-	\$ 48.84
1	Ford PDI on Chassis	FORDPDI	312.50	312.50	-	-	\$ 312.50
1	Transport Vehicle to Customer	DELIVERY	125.00	125.00	-	-	\$ 125.00
1	Relocation of OEM Camera	LABOR	-	-	-	-	\$ -
1	CASH, CREDIT OR CERTIFIED CHECK ONLY ACCEPTED FOR PAYMENT		-	-	-	-	\$ -
1	PAINT		1,250.00	1,250.00	-	-	\$ 1,250.00
1	SUPPLY		1,494.00	1,494.00	-	-	\$ 1,494.00
Subtotals			\$ 49,728.09	\$ 49,758.09	84.00	\$ 9,996.00	\$ 1,500.00
ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED. CASH, CREDIT, OR CERTIFIED CHECK ARE THE ONLY PAYMENT METHODS CURRENTLY ACCEPTED.						rate per hr \$ 119.00	Quote Total \$ 61,254.09



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	SOLID WASTE DISPOSAL		Date Rec'd	1/6/2026	
Contact Name/Phone	TRACE 625-6524		Clerk's File #	OPR 2023-0026	
Contact E-Mail	TBRADBURN@SPOKANE CITY.ORG		Cross Ref #		
Agenda Item Type	Contract Item		Project #		
Council Sponsor(s)	KKLITZKE		Bid #	IPWQ 5678-22	
Sponsoring at Administrators Request	NO			Requisition #	CR 28205
Lease? NO	Grant Related? NO	Public Works? YES			
Agenda Item Name	CONTRACT RENEWAL FOR ANNUAL HVAC SERVICES - MCKINSTRY CO., LLC				

Agenda Wording

Contract renewal 3 of 3 with McKinstry Co., LLC (Spokane, WA) for HVAC services at the Waste to Energy Facility from 3/1/2026-2/28/2027 and a total cost not to exceed \$100,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe and efficient operation of the facility and equipment. On December 21, 2022, bidding closed on IPWQ 5678-22 for scheduled and unscheduled maintenance to the HVAC systems at the Waste to Energy Facility. McKinstry was the low-cost bidder and awarded a one year contract, with the possibility of four (4) additional one-year renewals. This will be the last renewal and prices have been updated to reflect current prevailing wage rates.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are spent as-needed.

Amount**Budget Account**

Expense	\$ 100,000.00	# 4490-44100-37148-54803-34002
Select	\$	#

Funding Source

Recurring

Funding Source Type

Program Revenue

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

Yes

Expense Occurrence

Recurring

Other budget impacts (revenue generating, match requirements, etc.)**Approvals****Additional Approvals**

<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>			
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			

Distribution List

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CITY OF SPOKANE

CONTRACT RENEWAL #3 of 3

Title: PREVENTATIVE MAINTENANCE AGREEMENT – IPWQ 5678-22

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McKINSTRY CO., LLC.**, whose address is 601 East Riverside Avenue, Suite 510, Spokane, Washington 99202, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Annual HVAC Services – Scheduled and Unscheduled Preventative Maintenance located at the Waste to Energy Facility; and

WHEREAS, the original Contract provided for three (3) 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 Contract, dated January 18, 2023, and January 19, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.

This Contract Renewal shall become effective on March 1, 2026, and end on February 28, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with the Pricing and Service Schedule from the original contract based on unit pricing. 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 Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

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

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

McKINSTRY CO., LLC.

By _____
Signature _____ Date _____

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment
Exhibit B - 3rd Renewal Pricing dated December 12, 2025

25-265

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

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

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

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

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

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

EXHIBIT B



CITY OF SPOKANE - WTEF
2900 S GEIGER BLVD
Spokane, WA 99224-5400
Phone 509 625 6527

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name:	MCKINSTRY CO., LLC
Business name:	MCKINSTRY CO., LLC
Entity type:	Limited Liability Company
UBI #:	602-569-922
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	9470 W 21ST AVE SPOKANE WA 99224-1229
Mailing address:	PO BOX 24567 SEATTLE WA 98124-0567

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
Airway Heights General Business - Non-Resident	2929			Active	Jan-31-2027	Jan-03-2019
East Wenatchee General Business - Non-Resident				Active	Jan-31-2027	Jun-08-2017
Moses Lake General Business - Non-Resident	BUS1998-00872			Active	Jan-31-2027	Jan-23-1998
Spokane General Business	T11103486BUS			Active	Jan-31-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ALLEN, DEAN	
HAGAR, JOSEPH	
PEDERSEN, JAMIE	

Registered Trade Names

Registered trade names	Status	First issued
MCKINSTRY	Active	Jan-09-2006
MCKINSTRY CO.	Active	Jan-09-2006
MCKINSTRY ELECTRICAL	Active	Dec-18-2013

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/6/2026 1:29:27 PM



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MCKICO-01

MJOHNSON

DATE (MM/DD/YYYY)
10/7/2025

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER	Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
		E-MAIL ADDRESS: now.info@hubinternational.com	
INSURED	McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : The Travelers Indemnity Company	25658
		INSURER B : Travelers Property Casualty Company of America	25674
		INSURER C :	
		INSURER D :	
		INSURER E :	
INSURER F :			

COVERS **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	EACH OCCURRENCE	\$	2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$	300,000	
	MED EXP (Any one person)						\$	10,000	
	PERSONAL & ADV INJURY						\$	2,000,000	
	GENERAL AGGREGATE						\$	4,000,000	
	PRODUCTS - COMP/OP AGG						\$	4,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	
	BODILY INJURY (Per person)					\$			
	BODILY INJURY (Per accident)					\$			
	PROPERTY DAMAGE (Per accident)					\$			
						\$			
						\$			
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE	\$		
	AGGREGATE					\$			
						\$			
						\$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	PER STATUTE	<input checked="" type="checkbox"/>	OTHE- R
	E.L. EACH ACCIDENT						\$	1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$	1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

- (1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b)** Supervisory, inspection, architectural or engineering activities.
- (2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a)** How, when and where the "occurrence" or offense took place;
 - (b)** The names and addresses of any injured persons and witnesses; and
 - (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2)** If a claim is made or "suit" is brought against the additional insured:
 - (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:

- a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and
- b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

PROVISIONS

The following is added to Paragraph 4.a., Primary Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries**
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations**

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or 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:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- C. Incidental Medical Malpractice**
- D. Blanket Waiver Of Subrogation**
- E. Contractual Liability – Railroads**
- F. Damage To Premises Rented To You**

- a.** An organization other than a partnership, joint venture or limited liability company; or

- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
 - b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or
- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS
AND DESIGNATED PROJECT AND LOCATION
AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS
LIMITS OF INSURANCE**

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

Designated Projects:

Each "project" away from premises owned by or rented to you

Designated Locations: Each premises owned by or rented to you

Designated Locations:

Each premises owned by or rented to you

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

- c. Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".

3. The following replaces Paragraph 2. of SECTION III – LIMITS OF INSURANCE:

- 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
- b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
 - (b) Damages under Coverage **B**.
- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.
- (3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:
 - (a) The Total Aggregate Limit; and
 - (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".



Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Date Rec'd	1/6/2026
Clerk's File #	OPR 2025-0003
Cross Ref #	
Project #	
Bid #	ITB 6083-24
Requisition #	CR 28203

Submitting Dept SOLID WASTE DISPOSAL

Contact Name/Phone TRACE 625-6524

Contact E-Mail TBRADBURN@SPOKANE CITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) KKLITZKE

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** YES

Agenda Item Name CONTRACT RENEWAL FOR INSULATION SERVICES - BRANDSAFWAY SERVICES,

Agenda Wording

Contract renewal 1 of 1 with BrandSafway Services, LLC (Pasco, WA) for insulation services at the Waste to Energy Facility from 2/1/2026-1/31/2027 and a total cost not to exceed \$200,000.00, plus tax.

Summary (Background)

During outages at the Waste to Energy Facility, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation, as well as fabrication and installation of removable insulation blankets is also required during these outages. On Oct. 28, 2024, bidding closed on ITB 6083-24 for these services and BrandSafway Services was awarded a one year contract with the possibility of one additional one year renewal. This will be the first and final renewal.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 200,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget. Funds are spent on an as-needed basis.

Amount**Budget Account**

Expense	\$ 200,000.00	# 4490-44100-37148-54803-34002
Select	\$	#

Funding Source Recurring**Funding Source Type** Program Revenue**Is this funding source sustainable for future years, months, etc?**

Yes

Expense Occurrence**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**

<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>			
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			

Distribution List

Jorge Torres, jtorres4@brandsafway.com mdorgan@spokanecity.org

jsalstrom@spokanecity.org tprince@spokanecity.org

rrinderle@spokanecity.org



CITY OF SPOKANE

CONTRACT RENEWAL #1

Title: INSULATION SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC.**, whose address is 1523 East Hillsboro, Pasco, Washington 99301, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Insulation Services: Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets, in accordance with ITB 6083-24 to Waste to Energy Facility; and

WHEREAS, the original Contract provided for one additional one-year renewal period subject to mutual agreement of the Parties.

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 10, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. TERM.

This Contract Renewal shall become effective on February 1, 2026, and end on January 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal, in accordance with the Pricing and Service Schedule from the original contract based on unit pricing. 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 Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

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

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

BRANDSAFWAY SERVICES, LLC.

By _____
Signature _____ Date _____

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment

Exhibit B - 1st Renewal Pricing dated November 11, 2025

25-264a

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

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

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

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

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

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

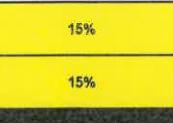
EXHIBIT B



CITY OF SPOKANE
Nelson Center
Purchasing
PHONE 509 625 6527

Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets - Prevailing Wage

Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted.

OPR 2025-0003 (ITB 6083-24)	Base Period, 2/1/2025 to 1/31/2026			Renewal Period 2/1/2026 to 1/31/2027				
Pricing will be fixed for the first twelve (12) months and Contractor can request pricing changes with justification during the anniversary month of the contract								
Classifications	Hourly Rates			Hourly Rates				
	Straight Time	Time and 1/2	Double Time	Straight Time	Time and 1/2	Double Time		
General Foreman Insulator	\$113.36	\$150.18	\$166.99	\$115.63	\$155.24	\$194.85		
Foreman Insulator	\$106.08	\$139.52	\$172.95	\$107.79	\$143.80	\$179.81		
Journeyman Insulator	\$99.48	\$129.90	\$160.32	\$99.95	\$132.36	\$164.77		
Apprentice	\$88.76	\$114.09	\$139.31	\$92.11	\$120.92	\$149.73		
Travel In Cost if Applicable. Total Cost To Be Incurred per Scheduled Service or Unscheduled Service. Do not state cost per mile, rather cost that would be incurred based on job site location 2900 S. Geiger Blvd, Spokane WA, 99224. Do Not State Cost Per Mile.	\$90.00			\$ 95.00				
Bidder To Define What Constitutes "Travel In Cost":	Average Miles from Tri-Cities to WTEF facility at \$0.66 a mile			Average Miles from Tri-Cities to WTEF facility at \$0.66 a mile				
Travel Out Cost if Applicable. Total Cost To Be Incurred per Scheduled Service or Unscheduled Service. Do not state cost per mile, rather cost that would be incurred based on job site location 2900 S. Geiger Blvd, Spokane WA, 99224. Do Not State Cost Per Mile.	\$90.00			\$ 95.00				
Bidder To Define What Constitutes "Travel Out Cost":	Average Miles from Tri-Cities to WTEF facility at \$0.66 a mile			Average Miles from Tri-Cities to WTEF facility at \$0.66 a mile				
Contractor's Equipment Cost Per Day. List All Contractor's Equipment Comprising Total "Cost Per Day" Cost	Contractor's Equipment List	Daily Cost	Contractor's Equipment Cost Per Day. List All Contractor's Equipment Comprising Total "Cost Per Day" Cost		Daily Cost			
			Contractor's Equipment List					
	Service Truck		\$55.00	Service Truck		\$55.00		
	Additional Equipment	COST	Mark Up % Rate	Additional Equipment	COST	Mark Up % Rate		
	Rented Equipment & Tools Mark Up Percent	Actual	15%	Rented Equipment & Tools Mark Up Percent	Actual	15%		
	Bill Of Material Percentage Mark Up Percent	Actual	15%	Bill Of Material Percentage Mark Up Percent	Actual	15%		
	Substance if applicable	\$135		Substance if applicable	\$140.00			
Base Period pricing was per BrandSafway Services Response To ITB 6083-24				NAME	Mr. Vaughn Brown			
				DATE	11-11-2025			
				SIGNATURE				
BrandSafway LLC								
Vaughn Brown vbrown@brandsafway.com								
Cell 509 619 9195 / Office 509 542 1675								
Jorge Torres jtorres4@brandsafway.com								
Office 509 542 1675								

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name:	BRANDSAFWAY SERVICES LLC
Business name:	SAFWAY SERVICES, LLC
Entity type:	Limited Liability Company
UBI #:	601-577-044
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	6206 E TRENT AVE STE A BLDG 3 SPOKANE VALLEY WA 99212-5013
Mailing address:	6206 E TRENT AVE STE 3A SPOKANE VALLEY WA 99212-5013

Excise tax and reseller permit status: [Click here](#)**Secretary of State information:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Nov-30-2026	Feb-06-2024
Spokane Valley General Business				Active	Nov-30-2026	Aug-21-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BRUSH, GRAHAM	
HEATH, ROBERT	
LACY, RON	
MONDAY, JEFFREY	
MUELLER, TERESA	
SAFWAY GROUP HOLDING LLC	

Registered Trade Names

Registered trade names	Status	First issued
BRANDSAFWAY SERVICES LLC	Active	Oct-09-2023
SAFWAY SERVICES	Active	Dec-08-2025
SAFWAY SERVICES LLC	Active	Aug-29-2025

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/17/2025 7:58:52 AM



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Agenda Sheet for City Council:

Committee: PIES **Date:** 01/12/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	SOLID WASTE DISPOSAL		Date Rec'd	1/6/2026
Contact Name/Phone	TRACE 625-6524		Clerk's File #	OPR 2022-0169
Contact E-Mail	TBRADBURN@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Contract Item		Project #	
Council Sponsor(s)	KKLITZKE		Bid #	IRFQU 5563-22
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	CONTRACT RENEWAL FOR LANDFILL GROUNDWATER MONITORING SERVICES			

Agenda Wording

Contract renewal 2 of 2 with Jacobs Engineering Group, Inc. (Spokane, WA) for landfill groundwater monitoring, data analysis and report writing services from 3/10/2025-3/9/2026 and a total cost not to exceed \$49,000.00, plus tax.

Summary (Background)

The City's Northside Landfill open and closed Municipal Solid Waste cells, and the Southside Landfill closed cell, each have unique groundwater monitoring plans as required by Chapter 18.220 RCW, WAC 173-351-400(2)(f), WAC 173-304 and the associated solid waste permits. On January 12, 2022, bidding closed on IRFQu 5563-22 for Groundwater Monitoring, Data Analysis and Report Writing Services. Jacobs Engineering was the most qualified respondent and awarded a three year contract with the option of two additional one-year renewals. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 49,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is a routine professional services expense that is planned for annually in the Solid Waste Disposal-Landfill budget.

Amount**Budget Account**

Expense \$ 19,000.00 # 4530-44800-53748-54201

Expense \$ 16,000.00 # 4530-44850-53748-54201

Expense \$ 14,000.00 # 4530-44600-53748-54201

Select \$ #

Select \$ #

Select \$ #

Funding Source Recurring**Funding Source Type** Program Revenue**Is this funding source sustainable for future years, months, etc?**

Yes

Expense Occurrence Recurring**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head BRADBURN, TRACE PURCHASING PRINCE, THEADivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org



City of Spokane

CONTRACT RENEWAL #2 of 2

Title: GROUNDWATER MONITORING DATA ANALYSIS AND REPORT WRITING SERVICES

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Jacobs Engineering Group, Inc.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington 99201-1005, 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 Groundwater Monitoring Data Analysis and Report Writing Services, in accordance with IRFQu 5563-22; and

WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 21, 2022, 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 Renewal shall become effective on March 10, 2026, and shall end March 9, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FORTY-NINE THOUSAND AND 00/100 DOLLARS (\$49,000.00)** plus tax if applicable, 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 Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

JACOBS ENGINEERING GROUP, INC.

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

CITY OF SPOKANE

By _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Attest:

City Clerk _____

Approved as to form:

Assistant City Attorney _____

Attachments that are part of this Agreement:

Certificate of Debarment
Contract Renewal – Renewal pricing remains unchanged

U2025-131a

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.

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

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name:	JACOBS ENGINEERING GROUP INC.
Business name:	JACOBS ENGINEERING GROUP INC.
Entity type:	Profit Corporation
UBI #:	601-008-037
Business ID:	001
Location ID:	0005
Location:	Active
Location address:	999 W RIVERSIDE AVE STE 500 SPOKANE WA 99201-1005
Mailing address:	6312 S FIDDLERS GREEN CIR STE 300N GREENWOOD VILLAGE CO 80111-4927

Excise tax and reseller permit status: [Click here](#)**Secretary of State information:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Feb-28-2026	Oct-30-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BANGE, SCOTT	
HANBICKI, EDWARD	
HSU, CHIN CHANG (MIKE)	
JOHNSON, JUSTIN	
PRAGADA, ROBERT V.	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	1-212-948-1306	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE AMER INS CO	22667
		INSURER B: INDEMNITY INS CO OF NORTH AMER	43575
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGEs

CERTIFICATE NUMBER: 752015481

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 <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/>			HDO G48977145	07/01/25	07/01/26	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 500,000		
	MED EXP (Any one person)						\$ 5,000		
	PERSONAL & ADV INJURY						\$ 1,000,000		
	GENERAL AGGREGATE						\$ 1,000,000		
	PRODUCTS - COMP/OP AGG						\$ 1,000,000		
OTHER:	\$								
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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11371504	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	BODILY INJURY (Per person)						\$		
	BODILY INJURY (Per accident)						\$		
	PROPERTY DAMAGE (Per accident)						\$		
	OTHER:						\$		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$	
	AGGREGATE						\$		
	OTHER:						\$		
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C72792919 STOP-GAP CO	07/01/25	07/01/26	PER STATUTE	<input checked="" type="checkbox"/>	OTHER
	E.L. EACH ACCIDENT						\$ 1,000,000		
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000		
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000		
A	PROFESSIONAL LIABILITY			EON G21655065 016	07/01/25	07/01/26	PER CLAIM/PER AGG	1,000,000	

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

PROJECT MGR: Dorothy Javorsky. CONTRACT MGR: Dorothy Javorsky. RE: Consultant Agreement 3/10/22: Groundwater Monitoring Data Analysis & Report Writing Services. CONTRACT NUMBER: OPR 2022-0169. CONTRACT END DATE: 2025-03-09. PROJECT NUMBER: IRFQU 5563-22. SECTOR: Private. City of Spokane, its officers and employees are added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

CANCELLATION

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

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/28/2025

NAME OF INSURED: Jacobs Engineering Group Inc.