

# Special Meeting Notice and Agenda of the Spokane City Council's Urban Experience Committee

**Meeting of Monday, May 18, 2026, at 1:00 p.m.**

## **City Council Chambers**

A quorum of Spokane City Council will be present for a special meeting of the Spokane City Council's Urban Experience Committee, starting at 1:00 p.m. on Monday, May 18, 2026, in City Council Chambers, Lower Level, City Hall, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

The meeting will be open to the public. Public comment on agenda items will be taken.

### **See Agenda Attached**



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**Betsy Wilkerson**  
**Council President**



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**Terri L. Pfister**  
**Spokane City Clerk**

**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 Council Chambers in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or [ddecorde@spokanecity.org](mailto:ddecorde@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7 1 1. Please contact us forty-eight (48) hours before the meeting date.



# The City of Spokane City Council Urban Experience Committee Agenda

**12:00 p.m. Monday, May 18, 2026**

The Spokane City Council's Urban Experience Committee meeting will be held at **12:00 p.m. on May 18, 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 on the City Cable 5 livestream webpage:

<https://my.spokanecity.org/citycable5/live/> and on the Spokane City Council Facebook page: <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code # 2495 818 4723; 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 Urban Experience meeting is regularly held every 3<sup>rd</sup> Monday of each month at 12:00 p.m. unless otherwise posted.

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

Public comment 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/mSxKj8qxT8855frw5>

**Agenda:**

. **Call to Order**

. **Discussion Items**

1. 4700 - MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)
2. MONTHLY ECONOMIC DEVELOPMENT UPDATE - STEVE MACDONALD (10 minutes)
3. MONTHLY CHHS DIRECTORS REPORT - ARIELLE ANDERSON (10 minutes)
4. RESOLUTION DELAYING HEART FUNDING AVAILABILITY FOR HOUSING-RELATED AND BEHAVIORAL SERVICES TO SPRING 2027 - ARIELLE ANDERSON (5 minutes)
5. CONTRACT AMENDMENT TO ADD FUNDS FOR COMPASSIONATE ADDICTION TREATMENT EMERGENCY SHELTER BEDS - PARADIS POURZANJANI (10 minutes)
6. WHEELSHARE CONTRACT EXTENSION - JACKIE JOHNSEN (5 minutes)
7. APPROVAL OF TOURISM AND CULTURAL INVESTMENT GRANT - JACKSON DEESE (10 minutes)

8. BOARDS, COMMISSIONS, & STAFF REPORTS - ROUND TABLE (10 minutes)

- . **Consent Items**

1. PAVEMENT TO PEOPLE CONDITIONAL AGREEMENT WITH 2002 N MONROE (PLANNING SERVICES)
2. MULTI-FAMILY TAX EXEMPTION CONDITIONAL AGREEMENT FOR 2002 N. MONROE (PLANNING SERVICES)
3. CHESTNUT STREET BRIDGE SCOUR MITIGATION PROJECT - CONSULTANT CONSTRUCTION PHASE ASSISTANCE (2022093) (ENGINEERING SERVICES)
4. ACCEPTANCE OF FIFA WORLD CUP FEDERAL PASSTHROUGH GRANT (GRANTS MANAGEMENT)
5. ACCEPTANCE OF FIFA WORLD CUP STATE GRANT (GRANTS MANAGEMENT)
6. RESOLUTION FOR APPROVAL OF FUTURE CONTRACT WITH SPOKANE SPORTS (GRANTS MANAGEMENT)
7. POWER, GROUNDING, AND LIGHTNING PROTECTION STUDY (SPOKANE UNITED 911 NETWORK)
8. FREDERICK AVE CHIP SEAL PROJECT (STREET)

- . **Public Testimony**

- . **Executive Session**

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

- . **Adjournment**

- . **Next Meeting**

### **Next Urban Experience Committee meeting**

The next meeting will be held at the regular date and time of 12:00 p.m. June 15, 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 Human Resources at 509.625.6373 or email Debbie DeCorde at [DDecorde@SpokaneCity.org](mailto:DDecorde@SpokaneCity.org). 808 W. Spokane Falls Blvd., Spokane, WA, 99201. 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:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Information Only**Date Rec'd**

12/22/2025

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

DEVELOPMENT SERVICES CENTER

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

TAMI 6157

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

TPALMQUIST@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

NO

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

4700 - MONTHLY PERMIT REPORT

**Agenda Wording**

Presentation of current permit information for Development Services Center

**Summary (Background)**

Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.) - Total Building Permits Issued - Total Residential Units Issued Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline In Plan Review Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction Valuation Projects This Year

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

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

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

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

**Council Subcommittee Review**

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Information Only**Date Rec'd**

5/13/2026

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

COMMUNITY AND ECONOMIC

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

STEVE X6835

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

SMACDONALD@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

NO

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

MONTHLY ECONOMIC DEVELOPMENT UPDATE

**Agenda Wording**

Monthly update on Economic Development issues relating to the City of Spokane. This month will include updates on New Markets Tax Credits Projects in Spokane and Opportunity Zones 2.0.

**Summary (Background)**

CM Zappone asked Steve about giving a monthly Economic Development update at Urban Experience.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Discussion**Date Rec'd**

5/14/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/08/2026**Submitting Dept**

HOUSING &amp; HUMAN SERVICES

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

ARIELLE 6779

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

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

YES

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

RESOLUTION DELAYING HEART FUNDING AVAILABILITY FOR HOUSING-

**Agenda Wording**

A resolution delaying HEART funding availability for housing-related and behavioral services to spring 2027 pursuant to SMC 08.07C.051.

**Summary (Background)**

This resolution approves the delay of HEART funding availability for housing-related and behavioral services to spring 2027 pursuant to SMC 08.07C.051.

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

An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The funds available for HEART housing-related or behavioral health services in 2026 are limited, but deferring the funding cycle to spring 2027 will allow the City to award approximately \$2 million.

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

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

By delaying the housing-related or behavioral health services funding cycle to spring 2027 will allow the City to identify service gaps as a result of HUD changes and will allow for strategic and deeper investments to meet the needs of the community.

**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 resolution aligns with the funding timeline requirements of the HEART Fund outlined in SMC 08.07C.051.

**Council Subcommittee Review**

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

**RESOLUTION 2026 – \_\_\_\_**

A resolution delaying HEART funding availability for housing-related and behavioral services to spring 2027 pursuant to SMC 08.07C.051.

**WHEREAS**, Spokane Municipal Code Section 08.07C.051 provides that an annual notice of funding availability for housing-related or behavioral health services be published no later than June 1<sup>st</sup> unless temporarily extended or delayed by City Council resolution; and

**WHEREAS**, the Housing and Urban Development (HUD) FY 2026 Continuum of Care Request for Proposals will be published in the summer of 2026, which the City anticipates will include substantial changes in housing and homeless services; and

**WHEREAS**, the two-year round of Homeless Housing, Operations, and Services Grant Program (HHOS) will be published in the fall of 2026; and

**WHEREAS**, the funds available for housing-related or behavioral health services in 2026 are limited, but deferring the funding cycle to spring 2027 will allow the City to award approximately \$2 million;

**WHEREAS**, delaying the housing-related or behavioral health services funding cycle to spring 2027 will allow the City to identify service gaps as a result of HUD changes and will allow for strategic and deeper investments to meet the needs of the community.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to SMC 08.07C.051, the City Council hereby approves the delay of HEART funding availability for housing-related and behavioral services to spring 2027.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2026.

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

Approved as to form:

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

<b>1. SUBRECIPIENT</b> COMPASSIONATE ADDICTION TREATMENT 960 E 3 <sup>RD</sup> AVE SPOKANE, WA 99202		<b>2. SUBRECIPIENT DOING BUSINESS AS</b> CAT SPOKANE 960 E 3 <sup>RD</sup> AVE SPOKANE, WA 99202	
<b>3. SUBRECIPIENT PROGRAM REPRESENTATIVE</b> JOSHUA LEACH 960 E 3 <sup>RD</sup> AVE SPOKANE, WA 99202 (509)724-7461 <a href="mailto:JOSHUA.LEACH@CATSPOKANE.ORG">JOSHUA.LEACH@CATSPOKANE.ORG</a>		<b>4. CITY PROGRAM REPRESENTATIVE</b> PARADIS POURZANJANI, PROGRAM PROFESSIONAL 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6510 <a href="mailto:PPOURZANJANI@SPOKANECITY.ORG">PPOURZANJANI@SPOKANECITY.ORG</a>	
<b>5. SUBRECIPIENT SIGNATORY</b> SANDY MUNCK 960 E 3 <sup>RD</sup> AVE SPOKANE, WA 99202 (509)904-3152 <a href="mailto:SANDY@CATSPOKANE.ORG">SANDY@CATSPOKANE.ORG</a>		<b>6. CITY SIGNATORY</b> ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509)625-6774 <a href="mailto:ASCOTT@SPOKANECITY.ORG">ASCOTT@SPOKANECITY.ORG</a>	
<b>7. CONTRACT AMOUNT</b>  SFY 26: \$286,722.50 SFY 27: \$573,445.00 TOTAL: \$860,167.50	<b>9. FUNDING SOURCE</b>  <input type="checkbox"/> FEDERAL <input checked="" type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL/OTHER <input type="checkbox"/> N/A	<b>10. START DATE</b>  SFY 26: 01/01/26 SFY 27: 07/01/26	<b>11. END DATE</b>  SFY 26: 06/30/26 SFY 27: 06/30/27
<b>8. AMENDMENT AMOUNT</b>  SFY 26: \$63,277.50 SFY 27: \$573,445.00			
<b>12a. STATE AGENCY</b>  WASHINGTON STATE DEPARTMENT OF COMMERCE		<b>13a. STATE PROGRAM</b>  CONSOLIDATED HOMELESS GRANT – EMERGENCY HOUSING	
<b>14a. STATE AWARD NUMBER</b>  26-46108-30	<b>15a. STATE FUNDS</b>  SFY 26: \$60,000.00 SFY 27: \$350,000.00	<b>16a. TOTAL STATE AWARD</b>  SFY 26: \$ 4,021,133.00 SFY 27: \$ 4,021,133.00	<b>17a. STATE AWARD DATE</b>  07/01/25
<b>12b. STATE AGENCY</b>  WASHINGTON STATE DEPARTMENT OF COMMERCE		<b>13b. STATE PROGRAM</b>  CONSOLIDATED HOMELESS GRANT – STANDARD	
<b>14a. STATE AWARD NUMBER</b>  26-46108-30	<b>15a. STATE FUNDS</b>  SFY 26: \$92,404.00 SFY 27: \$123,820.00	<b>16a. TOTAL STATE AWARD</b>  SFY 26/SFY 27: \$1,754,783	<b>17a. STATE AWARD DATE</b>  07/01/25
<b>12c. STATE AGENCY</b>  WASHINGTON STATE DEPARTMENT OF COMMERCE		<b>13c. STATE PROGRAM</b>  DOCUMENT RECORDING FEE	
<b>14c. STATE AWARD NUMBER</b>  26-46108-30	<b>15a. STATE FUNDS</b>  SFY 26: \$34,318.50 SFY 27: \$99,625.00	<b>16a. TOTAL STATE AWARD</b>  SFY 26: \$4,874,358.00 SFY 27: \$4,752,606.00	<b>17a. STATE AWARD DATE</b>  07/01/25
<b>12d. LOCAL AGENCY</b>  CITY OF SPOKANE		<b>13d. LOCAL PROGRAM</b>  HEART FUND (1590)	<b>15d. LOCAL FUNDS</b>  \$100,000.00
<b>16. ALN #</b>  N/A		<b>17. RESEARCH &amp; DEVELOPMENT?</b>  <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	<b>18. INDIRECT COST RATE</b>  DE MINIMIS – 15%

<b>21. EIN #</b> 83-4425311	<b>22. UEI #</b> KREHR5CVLK3	<b>23. UBI #</b> 604-443-325	<b>24. FMS VENDOR #</b> 049095	<b>25. PROJECT ID #</b> NBRLY ID: 44615
<b>26. CONTRACT PURPOSE</b> ADDITIONAL FUNDING AND FUNDING SOURCE REVISION FOR THE SCATTERED SITE EMERGENCY SHELTER PROJECT				
CITY and the SUBRECIPIENT, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT.				



**CITY OF SPOKANE**  
**CONTRACT AMENDMENT A**  
**Title: SCATTERED SITE SHELTER (RECOVERY  
OPTIONS CENTER)**

THIS CONTRACT AMENDMENT (“AMENDMENT”) is between the **CITY OF SPOKANE** as (“CITY”), a Washington municipal corporation, and **COMPASSIONATE ADDICTION TREATMENT** doing business as **CAT SPOKANE** whose address is 960 E 3<sup>RD</sup> AVE, SPOKANE, WA 99202 as (“SUBRECIPIENT”). Individually hereafter referenced as a “PARTY”, and together as the “PARTIES”.

*WHEREAS, for purposes of this AMENDMENT, deleted contract language is shown in strikethrough and double parentheses ex. ((~~language~~)), and new or revised language is shown as underlined ex. language.*

*WHEREAS, the PARTIES desire to shift funds from Human Services Grant (HSG) funds to Consolidated Homeless Grant (CHG) funds in order to facilitate timely expenditure of awarded funds within the applicable grant period; and*

*WHEREAS, the SUBRECIPIENT has identified a need for additional resources to sustain Scattered Site Emergency Shelter operations through June 30, 2027, and the CITY therefore seeks to allocate additional to the existing contract to ensure the continued delivery of services through the end of the contract term; and*

*-- NOW, THEREFORE, in consideration of these terms, the PARTIES mutually agree as follows:*

1. CONTRACT DOCUMENTS.

The original CONTRACT, 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 January 1, 2026.

3. AMENDMENT.

The PARTIES agree to amend the Contract Face Sheet to reflect the revised funding sources and associated funding allocation. All references to funding sources in the Contract Face Sheet shall be updated accordingly and incorporated into this Amendment.

4. AMENDMENT.

SECTION 3.1: COMPENSATION & BUDGET.

The total amount CITY shall pay SUBRECIPIENT for Year 1 is increased by **SIXTY-THREE**

**THOUSAND TWO HUNDRED SEVENTY-SEVEN AND 50/100 DOLLARS (\$63,277.50)** and Year 2) is increased by **TWO HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$223,445.00)** which equates to a new total CONTRACT amount not to exceed **EIGHT HUNDRED SIXTY THOUSAND ONE HUNDRED SIXTY-SEVEN AND 50/100 DOLLARS (\$860,167.50)** for everything furnished and done under the original CONTRACT and this AMENDMENT. This is the maximum amount to be paid under this AMENDMENT and original CONTRACT and shall not be exceeded without the prior written authorization of the CITY, memorialized with the same formality as the original CONTRACT and this AMENDMENT document.

YEAR 1 BUDGET	
FACILITY SUPPORT	\$83,227.19
OPERATIONS	\$163,261.39
ADMINISTRATION	\$40,233.92
TOTAL	\$286,722.50

YEAR 2 BUDGET	
FACILITY SUPPORT	\$159,099.96
OPERATIONS	\$360,242.39
ADMINISTRATION	\$54,102.65
TOTAL	\$573,445.00

THIS SECTION  
INTENTIONALLY  
LEFT BLANK

**SUBRECIPIENT**

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Discussion**Date Rec'd**

5/13/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/15/2026**Submitting Dept**

CITY COUNCIL

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

JACKSON DEESE 625-6718

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

JDEESE@SPOKANECITY.ORG

**Agenda Item Type**

Special Considerations

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

NO

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

APPROVAL OF TOURISM AND CULTURAL INVESTMENT GRANT

**Agenda Wording**

Approval of recommendations from the Tourism and Cultural Investment Committee for funding allocations.

**Summary (Background)**

Fall 2026 TACI Committee Funding recommendations are as follows: South Perry Street Fair - \$10,000 Terrain 17 AND Brrrzaar - \$10,000 Grainmaker Fest - \$10,000 Feast Fest 2026 - \$10,000 Boomjam Music & Arts Festival - \$10,000 Punk Rock Flea Market Spokane - \$10,000

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

Equity and inclusion are scoring metrics for grant applications for TACI funds.

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

Grant applicants are asked to demonstrate equity and inclusion of all attendees and are required to be open public events, though ticketing events are allowed.

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

Grant recipients complete 90-day Post Event forms with questions about attendance and community partnerships, among others.

**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?**

Making investments in new cultural activities that draw tourists (defined as visitors from over 50 miles by RCW) and stay in hotels, replenishing the fund which is largely shared with the Public Facilities District.

**Council Subcommittee Review**

Recommendations from the Tourism and Cultural Investment Committee.

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	YES
Total Cost	\$ 70,000
Current Year Cost	\$ 70,000
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
Funded through percentage of Lodging Tax	
<b>Amount</b>	
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
<b>Budget Account</b>	
	#
	#
	#
	#
	#
	#
<b>Funding Source</b> N/A	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes, funded through hotel lodging tax.	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	<b>Additional Approvals</b>
<b>Division Director</b>	
<b>Accounting Manager</b>	
<b>Legal</b>	
<b>For the Mayor</b>	
<b>Distribution List</b>	



**BOARD AND COMMISSION MINUTES**  
**City of Spokane**  
**Tourism and Cultural Investment Committee**  
**City Hall Conference Room 7B**  
**April 15, 2026**

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**Call to Order:** 1:30 PM

**Attendance**

Committee Members Present:

Council Member Zack Zappone, Jon Erickson (virtual), Matt Jensen (virtual), Ginger Ewing, Rose Noble (virtual, arrived at 2:22 p.m.), Cami Aguayo, Michelle Weaver (virtual).

**Agenda Items**

1. Approval of minutes
2. Fall '26 – Spring '27 Final Recommendations

**Approval of Minutes**

No Action taken

**Committee Action**

Motion to approve funding allocation of \$10,000 for South Perry Street Fair passes 6-0  
JE moves, CA seconds – Michelle Weaver recuses  
Ayes: Zack Zappone, Cami Aguayo, Rose Noble, Jon Erickson, Matt Jensen,  
Ginger Ewing

Motion to approve funding allocations of \$10,000 for Terrain 17 and \$5,000 Terrain  
BrrrZaar fails 3-3  
CA moves, ZZ seconds – Ginger Ewing recuses  
Ayes: Zack Zappone, Cami Aguayo, Rose Noble  
Nays: Jon Erickson, Matt Jensen, Michelle Weaver

Motion to approve funding allocations as presented passes 7-0  
JE moves, CA seconds  
Ayes: Zack Zappone, Cami Aguayo, Rose Noble, Jon Erickson, Matt Jensen,  
Ginger Ewing

1. GRAINMAKER Fest
2. Feast Fest

3. Garland Pride
4. Boomjam Music Fest
5. Punk Rock Flea Market Spokane

Motion to approve funding allocations of \$10,000 for Terrain on events of their choice passes 4-2

JE moves, MJ seconds – Ginger Ewing recuses

Ayes: Matt Jensen, Michelle Weaver, Jon Erickson, Rose Noble

Nays: Zack Zappone, Cami Aguayo

### **Executive session**

None.

### **Committee Discussion**

General discussion on structure issues with having eligible event organizers on the committee. Noted committee members uncomfortable with committee members applying. Committee members recognize conflicts present and will work towards amending process to solve.

Before approving allocation recommendations, the committee discussed improving future applications to give guidance on multiple applications from the same organization and committee member organizations applying.

### **Adjournment**

The meeting adjourned at 4:02 PM

Jackson Deese, Legislative Assistant



Zack Zappone  
City Council Member

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Consent**Date Rec'd**

4/28/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/15/2026**Submitting Dept**

PLANNING SERVICES

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

JACKIE 6986

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

JJOHNSEN@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE SDIXIT

**Sponsoring at Administrators Request**

NO

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

PAVEMENT TO PEOPLE CONDITIONAL AGREEMENT WITH 2002 N MONROE

**Agenda Wording**

Conditional Pavement to People contract with Millennium Monroe LLC, for the property located at 2002 N Monroe, to create 43 workforce housing units using the sales and use tax deferral. For the property identified as Assessor's Parcel Number 35073.1212, commonly known as 2002 N Monroe St, Spokane, WA.

**Summary (Background)**

RCW 82.92 authorizes the Tax Deferrals for Underdeveloped Urban Land Redevelopment, known as Pavement to People (P2P), to certify qualified properties for this sales and use tax deferral. The City adopted this incentive in 2023 and SMC 08.07D outlines Spokane's P2P Program and project eligibility requirements. Staff has determined that the Millennium Monroe LLC application meets the project eligibility requirements outlined in SMC 08.07D.040. The application proposes to create 43 residential units on the property at 2002 N Monroe St., within the Emerson Garfield neighborhood (District 3). The property is zoned CC2-DC, and the proposed use is allowed. This Conditional Agreement authorizes the City to enter into the Pavement to People Sales and Use Tax Deferral Conditional Agreement, which will ultimately result in the issuance of a final certificate of approval to be filed with the Washington State Department of Revenue.

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

The goal of the P2P Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing underutilized land, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The City collects annual reports for each property. Annual reporting ensures projects maintain permanent affordable residential units that meet the rent and income restrictions. It also ensures that the property is maintaining permanent residential housing, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units. Additionally, the property must submit an annual tax performance report with the Department of Revenue pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

**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?**

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
Once finalized, the Department of Revenue will defer collection of the sales and use tax portion for the duration of the exemption.	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b> N/A	
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GARDNER, SPENCER
<b>Division Director</b>	MACDONALD, STEVEN
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
Millennium Monroe LLC,	smacdonald@spokanecity.org
sgardner@spokanecity.org	jjohnsen@spokanecity.org
abeck@spokanecity.org	eking@spokanecity.org
nzollinger@spokanecity.org	

SALES AND USE TAX DEFERRAL AGREEMENT  
AND  
CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL  
**OPR 2026-####**

THIS SALES AND USE TAX DEFERRAL AND CONDITIONAL CERTIFICATE OF PROGRAM APPROVAL AGREEMENT (“Conditional Agreement”) is between the City of Spokane, a Washington State municipal corporation, as “City”, and MILLENNIUM MONROE LLC, as “Owner/Taxpayer” whose business address is PO Box 8605, Spokane, WA 99203 , collectively referred to as “Parties”. This Conditional Agreement constitutes the Conditional Certificate of Program Approval.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 82.92 RCW, designated various undeveloped and underdeveloped properties as targeted areas for the provision of a sales and use tax deferral for the development of affordable housing for very low, low, and moderate-incomes families; and

WHEREAS, the City has, through Chapter 08.07D SMC, enacted a program whereby property owner/taxpayers may qualify for a certificate of tax deferral, which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the sales and use tax deferral; and

WHEREAS, the Owner/Taxpayer is applying for a sales and use tax deferral for the development of undeveloped property, as defined in Chapter 08.07D SMC, to develop new affordable housing units; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form with a commitment to renting or selling no fewer than 50 percent of the units as affordable rental housing or affordable homeownership housing to very low, low, and moderate-income households to be constructed on property legally described as:

7-25-43: MOORE'S ADDITION LOTS 7 THROUGH 12, BLOCK 12, TOGETHER WITH THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJACENT TO.

Assessor’s Parcel Number(s) 35073.1212, commonly known as 2002 N Monroe St, (“Project”).

WHEREAS, this property is located in an area zoned for residential or mixed use and is eligible to seek a sales and use tax deferral certificate pursuant to RCW 82.92.100.

WHEREAS, the City has determined that the construction will, if completed as proposed, satisfy the requirements for the sales and use tax deferral for the Project; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually covenant and agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Program Approval as outlined herein.
2. The Project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received.
3. The Owner/Taxpayer intends to construct the Project on the site, approximately 43 new affordable residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction set aside fewer than fifty (50) percent of the developed housing for sale or rental of affordable housing to very low, low, and moderate-income families.
4. The Owner/Taxpayer agrees to complete construction of the Project within three years from the date of the application or within any extension granted by the City. The Department of Planning and Economic Development, with the consent of the Spokane City Council, may extend the deadline for completion of construction or rehabilitation for an additional period not to exceed 24 consecutive months.
5. The Owner/Taxpayer agrees before the initiation of construction of the Project, the Owner/Taxpayer must submit an application to the Washington State Department of Revenue in the form and manner prescribed by the Department of Revenue. The application must include:
  - (a) a copy of this Conditional Certificate of Program Approval issued by the City;
  - (b) an estimation of construction costs;
  - (c) time schedules for completion and operation; and
  - (d) any other information required by the Washington State Department of Revenue.

6. Within 30 days of the issuance of the certificate of occupancy by the City for an eligible investment project, the conditional recipient must file with the City the following:

(a) a description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter; and

(b) a statement of the new affordable housing to be offered as a result of the new construction;

(c) a statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.

7. Within 30 days after receipt of the statements required under paragraph 7 (a)-(c) of this agreement, the City must determine and notify the Owner/Taxpayer whether the work completed and the affordable housing to be offered are consistent with the application and the contract amount approved by the City, and the investment project continues to qualify for a tax deferral. The Owner/Taxpayer must notify the Department of Revenue within 30 days from receiving the City's determination, as provided by RCW 82.92.070.

8. The parties acknowledge that at least 50 percent of the units will be set aside primarily for multifamily housing units and that at least 50 percent of the units will be rented or sold as affordable rental housing or affordable homeownership housing to very low, low, and moderate-income households. In a mixed-use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units. At least 50 percent of the project set aside for multifamily housing units will be rented at a price at or below fair market rent for Spokane County or sold at a price at or below Spokane County median price.

9. To qualify for the sales and use tax deferral, the Owner/Taxpayer will be required to make an annual report to the Director of Planning and Economic Development, 30 days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for ten (10) years. The annual report must indicate the following:

(a) a statement of the affordable housing units constructed in the property as of the anniversary date;

(b) a certification by the Owner/Taxpayer that the property has not changed use;

(c) a description of changes or improvements constructed after issuance of the certificate of occupancy; and

(d) any additional information requested by the City.

In addition to (a)-(d), the Owner/Taxpayer must annually file a complete tax performance report with the Department of Revenue pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each year thereafter for ten (10) years.

10. Pursuant to SMC 08.07D.110, the Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer must promptly notify the City and the Department of Revenue in writing of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement. If the transferor fails to notify the City and the Department of Revenue, all deferred sales and use taxes are immediately due and payable as provided in Chapter 82.92 RCW.

11. The City reserves the right to cancel the Conditional Certification of Program Approval should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 08.07D.

12. No modifications of this Conditional Certification of Program Approval shall be made unless mutually agreed upon by the Parties in writing.

13. The Owner/Taxpayer specifically acknowledges and understands their potential tax liability involved if and when (1) Owner/Taxpayer opts to discontinue compliance and notifies the City and Department of Revenue within 60 days of the change in use or intended discontinuance; or (2) the City finds that a portion of an investment project is changed or will be changed to disqualify the Owner/Taxpayer for sales and use tax deferral eligibility, per Chapter 82.92 RCW. Such liability may include imposition of all deferred sales and use taxes and interest pursuant to Chapter 82.92 RCW. The Owner/Taxpayer agrees that the City is not responsible for any determinations made by the Washington State Department of Revenue related to Owner/Taxpayer's applications therewith related to this Conditional Certificate of Program Approval. This section does not apply after 10 years from the date of the certificate of occupancy.

14. In the event that any term or clause of this Conditional Certificate of Program Approval conflicts with applicable law, such conflict shall not affect other terms of this agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Certificate of Program Approval are declared to be severable.

15. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 82.92 RCW or Chapter 08.07D SMC

16. This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF SPOKANE

MILLENNIUM MONROE LLC

By:

By:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Its:

Attest:

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

Approved as to form:

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Consent**Date Rec'd**

4/30/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/15/2026**Submitting Dept**

PLANNING SERVICES

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

JACKIE X6986

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

JJOHNSEN@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE SDIXIT

**Sponsoring at Administrators Request**

NO

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

MULTI-FAMILY TAX EXEMPTION CONDITIONAL AGREEMENT FOR 2002 N.

**Agenda Wording**

Conditional Multifamily Tax Exemption contract with Millennium Monroe 2, for the property located at 2002 N. Monroe St, to create 43 dwelling units. Following construction the project intends to finalize under the 8-year exemption

**Summary (Background)**

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Millennium Monroe 2 application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 43 residential units on the property at 2002 N. Monroe St., within the Emerson Garfield neighborhood (District 3). The property is zoned Centers and Corridors Type 2 - District Center, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as an 8-year Market Rate Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction

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

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

**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?**

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b> N/A	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	GARDNER, SPENCER
<b>Division Director</b>	MACDONALD, STEVEN
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
James Gallina jgallina@millenniumnw.com	smacdonald@spokanecity.org
sgardner@spokanecity.org	jjohnsen@spokanecity.org
eking@spokanecity.org	nzollinger@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Millennium Monroe LLC, as “Owner/Taxpayer” whose business address is PO Box 8605 Spokane, WA 992033.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

7-25-43: MOORE'S ADDITION LOTS 7 THROUGH 12, BLOCK 12, TOGETHER WITH THE SOUTH HALF OF VACATED ALLEY LYING NORTH OF AND ADJACENT TO

Assessor's Parcel Number(s) 35073.1212, commonly known as 2002 N MONROE ST SPOKANE, WA.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --

NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided with comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 43 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy,

to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year, if applicable;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

17. This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026

CITY OF SPOKANE

Millennium Monroe LLC

By: \_\_\_\_\_  
City Administrator, Alex Scott

\_\_\_\_\_  
\_\_\_\_\_  
Owner/Taxpayer

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Consent**Council Meeting Date:** 06/08/2026

		<b>Date Rec'd</b>	5/12/2026
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	OPR 2024-0432
		<b>Project #</b>	2022093
<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Bid #</b>	
<b>Contact Name/Phone</b>	DAN BULLER (509) 625-6391	<b>Requisition #</b>	CR 28626
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> YES	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	CHESTNUT STREET BRIDGE SCOUR MITIGATION PROJECT - CONSULTANT		

**Agenda Wording**

Consultant contract with David, Evans, and Associates (DEA) for the design of the Chestnut Street Bridge Scour Mitigation Project - \$61,211.00.

**Summary (Background)**

This project will mitigate erosion damage to the piers of the Chestnut Street Bridge over Latah/Hangman Creek. The project is advertising for bids now, and construction is planned for this summer. This agenda item authorizes construction phase assistance from the consultant who designed the project.

**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 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.

**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

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 61,211.00		
Current Year Cost	\$ 61,211.00		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
This project is federally funded.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense \$ 61,211.00	# 3200-95164-95300-56501-86128		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b> One-Time			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>			
<b>Additional Approvals</b>			
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>PURCHASING</u></b>	
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>			
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
mgp@deainc.com		publicworksaccounting@spokanecity.org	
tax&licenses@spokanecity.org		dbuller@spokanecity.org	
eraea@spokanecity.org			

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>DAVID EVANS &amp; ASSOCIATES Inc.</b>	
Address 908 N. Howard, Suite 300, Spokane, WA 99201	Federal Aid Number <b>BHOS-1220(041)</b>
UBI Number 600 227 609	Federal TIN 93-0661195
Execution Date 5/18/2026	Completion Date 12/31/26
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>Chestnut St. Bridge Scour Mitigation Construction Phase Support</b>	
Description of Work This phase is to provide construction phase support (plans & spec intent and interpretation) for the already designed Chestnut St. Br. Erosion Mitigation project.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 61,211.00

## Index of Exhibits

- Exhibit A      Scope of Work
- Exhibit B      DBE Participation
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- ~~Exhibit H      Liability Insurance Increase~~
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Dan Buller  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd  
City: Spokane State: WA Zip: 99201  
Email: [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org)  
Phone: (509) 625-6391  
Facsimile:

If to CONSULTANT:

Name: Martin Plass  
Agency: David Evans & Associates Inc  
Address: 7400 Mineral Dr Suite 111  
City: Coeur d'Alene State: ID Zip: 83815  
Email: [mgp@deainc.com](mailto:mgp@deainc.com)  
Phone: (208) 635-7109  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

**LA10581**

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Dan Buller  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd  
City: Spokane State: WA Zip: 99201  
Email: dbuller@spokanecity.org  
Phone: (509) 625-6391  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

**Exhibit A**  
**Scope of Work**

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Project No.

See attached

## ***Exhibit B*** ***DBE Participation Plan***

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Meet Cities current survey datum if needed.

B. Roadway Design Files

Meet current roadway dimensions and profiles.

C. Computer Aided Drafting Files

Meet City current standards.

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

"pdf" Format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Any roadway or bridge drawings which are available. These drawings will be in a "pdf" format.

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email of "ftp" site

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached Exhibit D

**Exhibit E**  
**Sub-consultant Cost Computations**

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibit D

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Public Works Director
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
David Evans & Associates Inc.

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whose address is

2100 S. Parkway, Suite 100, Portland, OR. 97201

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and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**David Evans & Associates Inc.**

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Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of Public Works Director**

I hereby certify that I am the:

Public Works Director

Other

of the City of Spokane, and David Evans & Associates Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

David Evans & Associates Inc.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**David Evans & Associates Inc.**

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Chestnut St. Bridge Scour Mitigation Construction Phase Support \* are accurate, complete, and current as of May 18, 2026 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: David Evans & Associates Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_ \*\*\*.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# *Exhibit J*

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

# Scope of Work



Prepared for

**City of Spokane, WA**

## **CHESTNUT STREET BRIDGE SCOUR MITIGATION PROJECT – ADDENDUM #1**

**May 6, 2026**





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# Scope of Work

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## Project Description

The City of Spokane (CITY/CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for design engineering and associated services for the Chestnut Street Bridge Scour Mitigation Project (PROJECT). The original agreement for this project included the development a long-term solution for the ongoing scour at the Chestnut St. Bridge Foundations. It included hydraulic analysis and design of scour countermeasures and stream bed and bank stabilization.

Services provided by the CONSULTANT will include Engineer of Record support during construction and Fish Removal services.

This Scope of Work uses the following references for the owner and their representative, the prime consultant, and other consultants:

- CITY/CLIENT = The City of Spokane
- DEA = David Evans and Associates, Inc. (Prime Consultant)
- AEC = Anderson Environmental Consulting, LLC., a subconsultant to DEA for environmental services.
- GEO = Geoengineers, Inc., a subconsultant to DEA for geotechnical engineering services.
- CS = Commonstreet Consulting, LLC., a subconsultant to DEA for Right of Way services.
- CONSULTANT = DEA
- SUBCONSULTANT = AEC, GEO, and CS
- PROJECT TEAM = DEA, AEC, GEO, and CS
- AGENCY – Washington Department of Fish and Wildlife (WDFW), United States Army Corps of Engineers (USACE), Washington Department of Ecology (DOE), Federal Emergency Management Agency (FEMA).

## Scope of Work and Schedule

DEA will begin work within 2 weeks of receiving notice to proceed (NTP) and executing this agreement.

## General Project Assumptions

Same as the original agreement.

## Standards & References

Same as the original agreement.

## 1. Project Management

Project management tasks have been scoped and estimated based upon a 4-month duration for this addendum. Notice to proceed is anticipated to occur on June 1, 2026 with the 4-month contract duration extending through September 30, 2026. Extension of the contract duration will require a contract amendment.



## **1.1 Project Administration, Progress Reports, and Invoicing**

The DEA team will staff and manage a project team to provide project deliverables, monitor budget and schedule, and coordinate with the CITY on a regular basis. This management includes general project management and administrative tasks such as document management (including filing, QA/QC tracking, email, etc.), internal project controls and report generation, and coordination of tasks between the CITY and the PROJECT TEAM.

### **Deliverables**

- Monthly invoices
- Monthly Progress Reports

## **1.2 Project Site Visits**

Project site visits will be conducted by one DEA staff member periodically as requested by the CITY and during critical construction tasks. The critical construction tasks include filling the voids in the riprap with streambed sediment to ensure that the flow of water doesn't go subsurface and at significant completion of the project for a punchlist walk through. These construction tasks are critical to ensure that the intent of the design is achieved by the contractor. For budgeting purposes, 10 site visits at 8 hours each are assumed during filling of the voids, 1 site visit at 2 hours for the punchlist walk through, and 3 miscellaneous site visits at 1 hour each for a total of 14 site visits throughout the duration of the project.

## **1.3 Change Management**

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. CONSULTANT team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the CONSULTANT Project Manager as early as possible. Then, the CITY and CONSULTANT Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using DEA's standard Addendum agreement document (available for review upon request).

## **2. Surveying (DEA)**

This task is included in the original agreement. No modifications are made to it as part of this addendum.

## **3. Geotechnical Stream Bed Sample and Analysis (GEO)**

This task is included in the original agreement. No modifications are made to it as part of this addendum.



#### **4. Hydraulic Analysis (DEA)**

This task is included in the original agreement. No modifications are made to it as part of this addendum.

#### **5. Environmental Documentation**

This task is included in the original agreement. No modifications are made to it as part of this addendum.

#### **6. Alternatives Analysis**

This task is included in the original agreement. No modifications are made to it as part of this addendum.

#### **7. Intermediate (60%) Design Package (DEA)**

This task is included in the original agreement. No modifications are made to it as part of this addendum.

#### **8. Final (90%) PS&E Package (DEA)**

This task is included in the original agreement. No modifications are made to it as part of this addendum.

#### **9. Ad-Ready (100%) PS&E Package (DEA)**

This task is included in the original agreement. No modifications are made to it as part of this addendum.

#### **10. Bid Assistance**

This task is included in the original agreement. No modifications are made to it as part of this addendum.

#### **11. Engineer of Record (EOR) Services**

This task includes EOR support during construction of the project. Included within this task are submittal reviews, responses to Requests for Information (RFIs) and questions from the contractor, and review of the record drawings prepared by the contractor.

##### **11.1 Submittal Reviews**

DEA will review submittals as needed after the project has been awarded to the contractor. The following anticipated submittal reviews include:

- Temporary Shoring (1 submittal per stage, 2 submittals total)
- Temporary Stream Diversion Plan



- Landscape Submittals (Plants, Topsoil, Bark Mulch, Compost, Gravel, etc)
- Irrigation System Submittals (Valves, Controller, Pipe, Heads, Sprinklers, etc)
- Construction Staging Plan including Temporary Construction Access
- Stockpiles of Salvaged Streambed Materials and Sediment and Imported Streambed Sediment
- Riprap – Custom Gradation
- Miscellaneous Submittals (2)

### **11.2 Construction Assistance/Requests for Information**

DEA will respond to questions by the city engineer and contractor as needed to evaluate issues that are encountered during construction. This will include phone call inquiries about the plans and specifications. Formal written RFIs will also be reviewed and will be addressed with a written response. For budgeting purposes, it is anticipated that 6 RFIs will occur at 4 hours each.

### **11.3 Record Drawing Review**

DEA will review the Record Drawings prepared by the contractor for accuracy and completeness. This effort is assumed to be 8 hours.

## **12. Fish Removal Services**

AEC can provide two staff to assist the Contractor with fish removal during localized dewatering activities associated with in-water work. Services would include coordination with Washington Department of Fish and Wildlife (WDFW) on fish removal methods as applicable under the approved Hydraulic Project Approval (HPA), including coordination with the Contractor regarding dewatering methods and anticipated isolation footprint. Fish removal would be accomplished by hand netting within the isolated work area and relocation of captured fish to adjacent suitable habitat downstream of the work zone.

### **Assumptions**

- This estimate assumes two dewatering events of limited footprint during low-flow conditions and does not include electrofishing services. If electrofishing services are required by WDFW or other regulatory agencies, those services would need to be provided under separate authorization.
- The Contractor would provide assistance with preparation of the required dewatering plan and figures needed for the agency compliance.

### **Other Tasks**

AEC may provide additional construction support services not currently included in this scope including but not limited to:

- Migratory Bird Survey for Migratory Bird Treaty Act compliance
- Assisting with implementation of permit and Habitat Management Plan commitments and requirements, agency coordination as needed.

City of Spokane, WA  
 Chesnut Street Bridge Scour Mitigation - Engineer of Record (EOR)  
 5/11/2026

LABOR HOURS		1	2	3	4	5	6			1	2	3			
Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.						Subtotal DEA Hours	Total Labor Cost	AEC			Subtotal AEC Hours	Subtotal Labor Cost
			Project Manager	Hydraulic Engineer	Structural Engineer	Landscape Architect	Project Coordinator	Project Accountant			Principal/Sr. Env Planner	Biological Tech	Sr. Biologist/Biological Lead		
	Loaded rates:		\$220.32	\$250.03	\$365.99	\$275.40	\$121.75	\$148.06		\$299.89	\$109.58	\$157.63			
1.0	<b>Project Management</b>	<b>103</b>	17	80			3	3	103	\$24,557					
1.1	Project Administration, Progress Reports, and Invoicing	16	10				3	3	16	\$3,013					
1.2	Project Site Visits	87	7	80					87	\$21,545					
2.0	<b>Surveying (DEA)</b>														
3.0	Geotechnical Stream Bed Sample and Analysis (GEO)														
4.0	Hydraulic Analysis (DEA)														
5.0	Environmental Documentation (AEC)														
6.0	Alternative Analysis														
7.0	Preliminary (60%) Design Package (DEA)														
8.0	Final (90%) PS&E Package (DEA)														
9.0	Ad-Ready (100%) PS&E Package (DEA)														
10.0	Bid Assistance														
11.0	<b>Engineer of Record (EOR) Services</b>	<b>90</b>	16	48	12	14			90	\$23,774					
11.1	Submittal Reviews	46		28	12	6			30	\$9,045					
11.1.1	Temporary Shoring (2)	12			12				12	\$4,392					
11.1.2	Temporary Stream Diversion Plan	6		6					6	\$1,500					
11.1.3	Landscape Submittals	3				3			3	\$826					
11.1.4	Irrigation System Submittals	3				3			3	\$826					
11.1.5	Construction Staging Plan including Temporary Construction Access	6		6					6	\$1,500					
11.1.6	Stockpiles of Salvaged Streambed Materials/Sediment, Imported Sediment	6		6					6	\$1,500					
11.1.7	Riprap - Custom Gradation	6		6					6	\$1,500					
11.1.8	Miscellaneous Submittals (2)	4		4					4	\$1,000					
11.2	Construction Assistance/Requests for Information	36	14	16		6			36	\$8,737					
11.3	Record Drawing Review	8	2	4		2			8	\$1,992					
12.0	<b>Fish Removal Services</b>	<b>82</b>									8	26	48	82	\$12,815
12.1	Admin and Mobilization	26									4	6	16	26	\$4,379
12.2	Fish Removal	40										20	20	40	\$5,344
12.3	Documentation	16									4		12	16	\$3,091
	<b>Total Labor Hours</b>	<b>275</b>	<b>33</b>	<b>128</b>	<b>12</b>	<b>14</b>	<b>3</b>	<b>3</b>	<b>193</b>	<b>\$48,331</b>	<b>8</b>	<b>26</b>	<b>48</b>	<b>82</b>	<b>\$12,815</b>
	Expenses	\$65								\$59					\$6
	<b>Total Project Cost</b>	<b>\$61,211</b>								<b>\$48,390</b>					<b>\$12,821</b>



< Business Lookup

License Information:

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**Entity name:** DAVID EVANS AND ASSOCIATES, INC.

**Business name:** DAVID EVANS AND ASSOCIATES, INC.

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

**UBI #:** 600-227-608

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 908 N HOWARD ST STE 300  
SPOKANE WA 99201-5011

**Mailing address:** 2100 SW RIVER PKWY  
PORTLAND OR 97201-8009

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business</a>	T12010831BUS			Active	Aug-31-2026	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>				Active	Jul-31-2026	Aug-04-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BARKOULI, AL	President
DAVID EVANS ENTERPRISES, INC.	PARENT COMPANY
FETZER, AARON	
MARCUM, TODD	Vice President

Registered Trade Names

Registered trade names	Status	First issued
DAVID EVANS AND ASSOCIATES INC	Active	Nov-04-2016
DAVID EVANS AND ASSOCIATES, INC.	Active	Oct-11-2024

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# CERTIFICATE OF LIABILITY INSURANCE

12/1/2026

DATE (MM/DD/YYYY)

11/6/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1332581 DAVID EVANS AND ASSOCIATES, INC. 2100 S RIVER PARKWAY, SUITE 100 PORTLAND OR 97201	<b>INSURER A:</b> American Zurich Insurance Company <b>NAIC #</b> 40142	
	<b>INSURER B:</b> Continental Casualty Company <b>20443</b>	
	<b>INSURER C:</b> Zurich American Insurance Company <b>16535</b>	
	<b>INSURER D:</b> American Guarantee and Liab. Ins. Co. <b>26247</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 22305063 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9830389	12/1/2025	12/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	<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	Y	Y	BAP9830390	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9336626	12/1/2025	12/1/2026	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	AEH591924704	12/1/2025	12/1/2026	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: PROJECT NUMBER: SPOX0000-0091. PROJECT NAME: CHESTNUT BRIDGE SCOUR MITIGATION.

THE STATE AND AGENCY, THEIR OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY AND AUTO LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED(S) APPLIES ON GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

22305063  
 CITY OF SPOKANE  
 808 W. SPOKANE  
 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

*Joseph M. Agnello*

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# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization you are required to add	<b>Any Location where you have agreed, through a written contract, agreement or permit, to provide</b>
as an additional insured in a written contract or	<b>Additional insured coverage except where such</b>
written agreement.	<b>Contract or agreement is prohibited by law.</b>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## **Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

**POLICY NO. GLO 9830389**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO9830389  
Effective Date: 12/01/2025 - 12/01/2026

## Other Insurance Amendment - Primary And Non-Contributory



This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by 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.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.				
GLO9830389	12/01/2025	12/01/2026				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** DAVID EVANS AND ASSOCIATES, INC.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR  
RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE  
NAMED INSURED.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: BAP 9830390  
Effective Date: 12/01/2025 - 12/01/2026

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** David Evans and Associates, Inc.

### SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to provide additional insured status on a primary basis, in a written contract or agreement, except where such contract or agreement is prohibited by law.
--

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

## AGREEMENT FACE SHEET

*FY 2026 FIFA World Cup Grant Program (FY 2026 FWCGP)*

<b>1. Subrecipient Name and Address:</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	<b>2. Grant Agreement Amount:</b> 1,052,900.00	<b>3. Grant Agreement Number:</b> FWCGP-6
<b>4. Subrecipient Contact, phone/email:</b> Cole Wicker 509-625-6822 wwicker@spokanecity.org	<b>5. Grant Agreement Start Date:</b> July 4, 2025	<b>6. Grant Agreement End Date:</b> August 31, 2026
<b>7. Organization Contact, phone/email:</b> Casey Broom, 360-202-3001, caseyb@sea2026.org	<b>8. Unique Entity Identifier (UEI) :</b> PDNCLY8MYJN3	<b>9. UBI (state revenue):</b> XXXXXXXXX
<b>10. Funding Authority:</b> Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)		
<b>11. Federal Funding ID #:</b> EMW-2026-WC-05005	<b>12. Federal Award Date:</b> 03/18/2026	<b>13. Assistance Listings &amp; Title:</b> 97.160 - FY 2026 FWCGP
<b>14. Total Federal Award Amount:</b> \$32,252,845	<b>15. Contract Type (check all that apply):</b> <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	<b>16. Subrecipient Type (check all that apply):</b> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> non-profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER
<b>17. PURPOSE &amp; DESCRIPTION:</b>  The objective of the Federal Fiscal Year (FFY) 2026 FIFA World Cup (FY 2026 FWCGP) grant program is to provide targeted funding to enhance security and preparedness for the 2026 FIFA World Cup events hosted in the United States. It will provide Federal resources to help Host Cities in implementing the necessary security measures and strengthen capabilities required for this series of high-risk events. FWC grant funds will enhance the ability of local law enforcement, emergency responders, and public safety officials to prepare for, protect against, and respond to threats and emergencies during the World Cup matches.  The Organization is a sub-recipient and Pass-through Entity of the FY 2026 FWCGPC Award Letter for Grant No. <b>EMW-2026-W-05005</b> ("the Grant"), which is incorporated in and attached hereto as Attachment C, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Organization for use of Federal award funds provided under this Agreement.		

**IN WITNESS WHEREOF**, the Organization and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter **EMW-026-W-05005** (Attachment C); Work Plan, (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G), and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency among the provisions of the above-described Attachments, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations
2. DHS/FEMA Award and program documents
3. Work Plan, Timeline, and Budget
4. Special Terms and Conditions
5. General Terms and Conditions
6. Other provisions of the Agreement incorporated by reference

WHEREAS, the parties have executed this Agreement on the day, and year last specified below.

<b>FOR THE ORGANIZATION:</b>	<b>FOR THE SUBRECIPIENT:</b>
<hr/> <i>Signature</i> <span style="float: right;"><i>Date</i></span> <b>Ann Kawasaki Romero</b> <b>Chief Operating Officer</b>  SeattleFWC26 <b>BOILERPLATE APPROVED TO FORM:</b> 5/08/2026	<hr/> <i>Signature</i> <span style="float: right;"><i>Date</i></span> <b>[Signatory, Position]</b> <b>[Organization/Agency]</b>  <b>APPROVED AS TO FORM (if applicable):</b> <hr/> <i>Signature</i> <span style="float: right;"><i>Date</i></span>

## ATTACHMENT A

### SPECIAL TERMS AND CONDITIONS

#### *FY 2026 FIFA World Cup Grant Program*

#### ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution for key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		ORGANIZATION	
<b>Name</b>	Cole Wicker	<b>Name</b>	Casey Broom
Title	Grant Writer	Title	VP, Security
Email	wwicker@spokanecity.org	Email	Caseyb@sea2026.org
Phone	509-625-6822	Phone	360-202-3001
<b>Name</b>	Skyler Brown	<b>Name</b>	George Dugdale
Title	Director of Grants Management	Title	SVP Business Operations
Email	sbrown@spokanecity.org	Email	georged@sea2026.org
Phone	509-625-6294	Phone	206-390-2012

#### ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the FY 2026 FWCGP grant program, including, but not limited to, all criteria, restrictions, and requirements of "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2026 FIFA World Cup Grant Program" (hereafter "the NOFO"), the Preparedness Grants Manual FM 207-23-0001 August 2025 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Organization, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds.

#### **A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS**

The following requirements apply to all DHS/FEMA Preparedness Grants.

#### **1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS**

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of FY 2026 FWCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a subrecipient:

- i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of FY 2026 FWCGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the FY 2026 FWCGP grant program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the Grant, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Organization for ensuring that all FY 2026 FWCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in this Agreement.

iv. The Subrecipient must follow their own policies and procedures to eliminate or reduce the impact of conflicts of interest when making subawards, adhering to any applicable federal or state statutes or regulations. Any real or potential conflicts of interest must be reported to the Organization in writing upon discovery.

## **2. BUDGET, REIMBURSEMENT, AND TIMELINE**

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation, as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:

i. If the Subrecipient receives direct funding from any Federal agency(ies): (A) More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency; (B) Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.

ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of fifteen percent (15%) of modified total direct costs or choose to negotiate a higher rate with the Organization.

iii. Indirect costs must be expressly identified in the Budget using a single, consistent methodology and shall not be adjusted or modified without prior written approval from the Organization.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. All international travel requires prior FEMA approval.

e. Reimbursement requests will include a properly completed Reimbursement Spreadsheet detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [FWCGP@sea2026.org](mailto:FWCGP@sea2026.org) no later than the due dates listed within the Timeline (Attachment E).

f. Receipts and/or backup documentation for any approved items must be maintained by the Subrecipient consistent with record retention requirements and be made available upon request.

g. The Subrecipient must request prior written approval from Organization Key Personnel to waive or extend a due date in the Timeline (Attachment E).

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted before the date notated in the Timeline (Attachment E).

i. All costs for equipment and supplies must be incurred, and items received before the Grant Agreement End Date.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests will prohibit the Subrecipient from being reimbursed until such reports are submitted and reviewed.

- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals to exceed ten percent (10%) of the Grant Agreement Amount.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds.

### **3. REPORTING REQUIREMENTS**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures relate to the Work Plan (Attachment D) activities in the format provided by the Organization.
- b. With the final reimbursement request, the Subrecipient shall submit a final report to FWCGP@sea2026.org describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended and complete and return to the Organization an Audit Certification/FFATA Form.

### **4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any subrecipient to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement.
- b. All equipment and supplies purchased through this Agreement will be recorded and maintained in the Subrecipient's inventory system. Inventory records shall include: description, serial/model number, Federal Award Identification Number (FAIN), Assistance Listings Number, title holder, acquisition date, cost and federal participation percentage, location/use/condition, and disposition data.
- c. The Subrecipient shall take a physical inventory of equipment and reconcile with property records at least once every two years.
- d. Records for equipment shall be retained for a period of six (6) years from the date of the disposition, replacement, or transfer.
- e. Effective August 13, 2020, FEMA recipients and subrecipients may not obligate or expend any FEMA award funds to procure equipment, systems, or services that use covered telecommunications equipment or services as defined in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018). Covered entities include Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any subsidiary or affiliate of such entities.

### **5. ENVIRONMENTAL AND HISTORICAL PRESERVATION**

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic>.
- b. Projects that have historical impacts or the potential to impact the natural or built environment must participate in the DHS/FEMA EHP review process prior to project initiation. The EHP review process must be completed, and FEMA approval must be received by the Subrecipient before any work is started for which reimbursement will be later requested.

### **6. PROCUREMENT**

- The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327.
- a. For all contracts expected to exceed the simplified acquisition threshold, the Subrecipient must notify the Organization. The Organization may request pre-procurement documents such as requests for proposals, invitations for bids, and independent cost estimates.
  - b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Organization

c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021), requiring that infrastructure projects use iron, steel, and manufactured products produced in the United States. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

## **7. SUBRECIPIENT MONITORING**

a. The Organization will monitor the activities of the Subrecipient from award to closeout. The goal of the Organizations monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. Monitoring activities may include but are not limited to: review of financial and performance reports; monitoring and documenting completion of Agreement deliverables; documentation of phone calls, meetings, emails and correspondence; review of reimbursement requests; observation of Agreement-related activities such as exercises, training, events, and equipment demonstrations; and on-site visits to review equipment records and inventories.

## **8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

b. Subrecipients are encouraged to perform and document their analysis of the most appropriate language assistance services. The analysis should consider: the number or proportion of LEP individuals eligible to be served; the frequency with which LEP individuals come in contact with the program; the nature and importance of the program to people's lives; and the resources available to the program and costs.

## **B. FWC SPECIFIC REQUIREMENTS**

The objectives of the FWC are to enhance security and preparedness for the 2026 FIFA World Cup events in the United States.

1. The Subrecipient shall use the federal funds authorized under this Agreement only to perform tasks as described in the Work Plan (Attachment D) and the Subrecipient's approved application for funding, incorporated into this Agreement.

2. Funding may not be used to replace or supplant non-federal funding of emergency management programs.

3. The Subrecipient shall report on the following performance measures and targets per the NOFO:

- Number of FWCGP-funded operational overtime hours tracked and reported by the recipient in support of security and public safety operations for FIFA World Cup-related planning and event execution.
- Number of DHS/FEMA-sponsored and approved Training Sessions completed for law enforcement, emergency responders, and security personnel using FWCGP funds.
- Number of Homeland Security Exercise and Evaluation Program (HSEEP)-compliant Exercises completed for law enforcement, emergency responders, and security personnel using FWCGP funds.
- Number of FWCGP-funded Emergency Response Teams deployed to FIFA venues, hotels, and transportation hubs.
- The number of security incidents successfully managed or mitigated during the World Cup events.
- Collect feedback from international visitors, FIFA officials, and local stakeholders on the overall security and preparedness of the events.

### **C. DHS TERMS AND CONDITIONS**

As a Subrecipient of FY 2026 FWCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

## **ATTACHMENT B**

### **GENERAL TERMS AND CONDITIONS**

*SeattleFWC26 | DHS/FEMA Grants*

*Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)*

#### **1. DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "Agreement" means this Grant Agreement.
- b. "Organization" means SeattleFWC26, a private not for profit organization that serves as the Local Organizing Committee hosting and staging the FIFA World Cup 2026 games in Seattle, Washington, or any of the officers or other officials lawfully representing that Organization. The Organization is a sub-recipient of a federal award from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- d. "Subrecipient" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Organization.

#### **2. ADVANCE PAYMENTS PROHIBITED**

The Organization shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Organization in advance of delivery and invoicing of such goods or services.

#### **3. AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Organization may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Organization and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Organization to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

#### **4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

Except as provided herein, the Subrecipient must comply with the ADA (Public Law 101-336, 42 U.S.C. 12101 et seq., 28 CFR Part 35), which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

## **5. ASSURANCES**

The Organization and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## **6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency.

## **7. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract or the making of any federal grant; (2) if any funds other than federal appropriated funds have been paid to any person for influencing activities, the Subrecipient will complete and submit Standard Form-LLL; and (3) the Subrecipient will require the language of this certification be included in the award documents for all subawards at all tiers.

## **8. COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**

The Subrecipient and all its contractors and subrecipients shall comply with, and the Organization is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws, Energy Policy and Conservation Act, the ADA, Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Ethics in Public Service (RCW 42.52), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), and safety and health regulations.

## **9. CONFLICT OF INTEREST**

No officer or employee of the Organization; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

## **10. CONTRACTING & PROCUREMENT**

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors in accordance with 2 CFR Part 200.318 through 200.327.

All contracts entered into by the Subrecipient must include the following provisions, as applicable: administrative/contractual/legal remedies for contracts over the simplified acquisition threshold (\$250,000); termination for cause and for convenience for contracts in excess of \$10,000; Equal Employment Opportunity; Davis-Bacon Act compliance where required; Contract Work Hours and Safety Standards Act compliance; Rights to Inventions; Clean Air Act and Federal Water Pollution Control Act compliance for amounts over \$150,000; Debarment and Suspension; Byrd Anti-Lobbying Amendment; Procurement of recovered materials; access to records; retention of required records for six years; and energy efficiency standards.

b. The Organization reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with 2 CFR Part 200.317 through 200.327.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

## **11. DISCLOSURE**

The use or disclosure by any party of any information concerning the Organization for any purpose not directly connected with the administration of the Organization's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Organization or as required to comply with the state Public Records Act, other law or court order.

## **12. DISPUTES**

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation over a 30-day period, either party may request a dispute resolution board to resolve the dispute. The board shall consist of a representative appointed by the Organization, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties. The laws of the state of Washington and all applicable federal laws shall apply to all disputes hereunder. The venue to resolve all such disputes shall be Seattle, Washington.

## **13. LEGAL RELATIONS**

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Organization, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

44 CFR 206.9 Non-liability: The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

## **14. LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Organization's Authorized Signature representative and the Authorized Signature representative of the Subrecipient shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

## **15. LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Organization may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure.

## **16. NONASSIGNABILITY**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

## **17. NONDISCRIMINATION**

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. The Subrecipient shall not discriminate against any employee or

applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap.

### **18. NOTICES**

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

### **19. OCCUPATIONAL SAFETY/HEALTH ACT AND WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)**

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement.

### **20. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The Organization makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project.

### **21. POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

### **22. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement.

### **23. PUBLICITY**

The Subrecipient agrees to submit to the Organization prior to issuance all advertising and publicity matters relating to this Agreement wherein the Organization's name is mentioned or implied. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

### **24. RECAPTURE PROVISION**

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Organization reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

### **25. RECORDS**

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments.
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Organization or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law.

c. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement.

## **26. RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While the Organization undertakes to assist the Subrecipient with the project/statement of work/work plan by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The responsibility for the design, development, construction, implementation, operation and maintenance of the project is solely that of the Subrecipient.

## **27. SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision.

## **28. SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)**

Subrecipients of a federal award that expend \$1,000,000 or more in one fiscal year of federal funds from all sources are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Subrecipients that spend less than \$1,000,000 a year in federal awards are exempt from federal audit requirements for that year. After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Organization no later than the earlier of within 30 calendar days of receiving the auditor's report of nine (9) months after the end of the Subrecipient's fiscal year(s), addressed to: Contracts Office, Washington Military Department, Finance Division, Building #1 TA-20, Camp Murray, WA 98430-5032, or [Contracts.Office@mil.wa.gov](mailto:Contracts.Office@mil.wa.gov).

## **29. SUBRECIPIENT NOT EMPLOYEE**

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Organization in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Organization or of the state of Washington by reason hereof.

## **30. TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

## **31. TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Organization Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Organization, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient.

## **32. TERMINATION OR SUSPENSION FOR LOSS OF FUNDING**

The Organization may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds. The Organization will email the Subrecipient ten (10) business days prior to termination.

## **33. TERMINATION OR SUSPENSION FOR CAUSE**

In the event the Organization, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition, is in violation of

any laws or regulations, or has violated any of the covenants, agreements or stipulations of this Agreement, the Organization has the right to immediately suspend or terminate this Agreement in whole or in part.

#### **34. TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the Organization terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement, the Organization may require the Subrecipient to deliver to the Organization any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the Organization in writing, the Subrecipient shall: stop work under the Agreement; place no further orders or contracts for materials or services; assign rights to the Organization; settle all outstanding liabilities; transfer title to the Organization; complete performance of such part of the work not terminated; and take action for the protection and preservation of the property related to this Agreement.

#### **35. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

In accordance with Chapter 39.19 RCW, the state of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Voluntary numerical MWBE participation goals have been established: Minority Business Enterprises (MBE's): 10% and Women's Business Enterprises (WBE's): 6%.

#### **36. VENUE**

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington and all applicable federal laws. Except as provided otherwise herein, venue for any dispute between the parties arising out of this Agreement shall be in King County, Washington.

#### **37. WAIVERS**

No conditions or provisions of this Agreement can be waived unless approved in advance by the Organization in writing. The Organization's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof shall not constitute a waiver of any right under this Agreement.

## ATTACHMENT C

### DHS AWARD LETTER

*Award Number: EMW-2026-WC-05005*

The DHS Award Letter for Grant No. EMW-2026-WC-05005 is incorporated herein by reference. This award consists of funding in the amount of \$32,252,845.00 to the SeattleFWC26 as Recipient and Pass-through Entity for the FY 2026 FIFA World Cup Grant Program.

## Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472



Effective date: 03/18/2026

Kathryn Zetzer  
MILITARY DEPARTMENT, WASHINGTON STATE  
BUILDING 1 MILITIA DR STATE FINANCIAL SERVICES CAMP MURRAY, WA  
98430

EMW-2026-WC-05005

Dear Kathryn Zetzer,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the FIFA World Cup Grant Program, has been approved in the amount of \$32,252,845.00 in Federal funding. This award of federal assistance is executed as a Grant.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FIFA World Cup Grant Program (FWCGP) Notice of Funding Opportunity The Preparedness
- Grant Manual (PGM)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

David Gudinas  
Deputy Assistant Administrator (Acting)

Grant Programs Directorate | Resilience

## Award Summary

**Program:** Fiscal Year 2026 FIFA World Cup Grant Program

**Recipient:** MILITARY DEPARTMENT, WASHINGTON STATE

**UEI-EFT:** D2EJRGZ2PLG8 **Award number:** EMW-2026-WC-05005

### Summary description of award

In 2026, the United States, Canada, and Mexico will host the 2026 World Cup. This event will be hosted across 11 cities in the United States with 78 U.S.-based matches making up an extensive series of highrisk events. The FIFA World Cup Grant Program (FWCGP) makes funds available to host cities through governor-designated State Administrative Agencies (SAA), to carry out the extensive security activities required to protect players, staff, attendees, venues, and critical infrastructure across the host cities strengthening them against potential terrorist attacks.

### Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$32,252,845.00
Indirect charges	\$0.00
Federal	\$32,252,845.00
Non-federal	\$0.00
Total	\$32,252,845.00
Program Income	\$0.00

**Approved scope of work**

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2026 FWCGP NOFO.

**Approved request details:**

**Investment**

**Developing and enhancing plans and protocols**

<p>DESCRIPTION</p> <p>Planning: Funds will support a multi-agency effort to develop, refine, and exercise jurisdictional Concepts of Operations (CONOPS) and venue specific security plans for Seattle’s six 2026 FIFA World Cup matches and associated fan activities. The planning and executive steering committees will continue to convene to guide work, resolve cross cutting issues, and conduct final reviews of all major planning documents. Jurisdictional CONOPS and venue specific security plans will be finalized, approved, and tested through exercises to ensure they are operationally sound and to surface any residual gaps requiring adjustments to plans, staffing, or mutual aid arrangements. Together, these completed and planned activities demonstrate why advance planning is essential and how the region is systematically building the plans, protocols, and assessments needed to deliver a safe and secure World Cup.</p>		
<p>QUANTITY</p> <p>1</p>	<p>UNIT PRICE</p> <p>\$1,838,174.00</p>	<p>TOTAL</p> <p>\$1,838,174.00</p>
<p>BUDGET CLASS</p> <p>Other</p>		
<p><b>Operational support</b></p>		
<p>DESCRIPTION</p> <p>Organization: Funds will be used for operational overtime for law enforcement and emergency responders, overtime and backfill for EOC/ICP/JIC/Fusion Center staff, EMAC/PNEMA mutual aid deployments, and staffing to sustain multi agency governance and coordination structures tied to World Cup operations.</p>		
<p>QUANTITY</p> <p>1</p>	<p>UNIT PRICE</p> <p>\$22,192,382.00</p>	<p>TOTAL</p> <p>\$22,192,382.00</p>
<p>BUDGET CLASS</p> <p>Other</p>		

**Other Authorized Equipment**

DESCRIPTION		
Equipment: Planned and completed activities for allowable equipment focus on hardening tournament venues, supporting safe crowd movement, and enabling rapid response to emergencies, with equipment deployed during defined World Cup operational periods. Based on venue assessments and security planning, the jurisdiction is identifying specific equipment and resource requirements needed to ensure safe and secure tournament events at stadiums, fan activations, practice facilities, base camps, hotels, and key transportation nodes.		
QUANTITY	UNIT PRICE	TOTAL
1	\$6,309,647.00	\$6,309,647.00
BUDGET CLASS		
Other		

<b>Training workshops and conferences</b>		
DESCRIPTION		
Training: Funds will support a mix of DHS/FEMA sponsored courses, specialized summits and conferences, and World Cup–focused workshops that build the knowledge, skills, and partnerships needed to prepare for, protect against, and respond to threats and emergencies during tournament operations. Training activities will target law enforcement, fire/EMS, emergency management, public health, transportation, and venue security personnel who will play direct operational and planning roles for World Cup events.		
QUANTITY	UNIT PRICE	TOTAL
1	\$150,000.00	\$150,000.00
BUDGET CLASS		
Other		

**Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements**

**Design, Develop, Conduct, and Evaluate an Exercise**

<b>DESCRIPTION</b>		
Exercise: Activities will test and strengthen mass casualty, stadium, and transportation response plans that support World Cup operations, using allowable exercise costs to ensure each exercise is fully designed, conducted, and evaluated in a standardized way. All exercises will be managed as Homeland Security Exercise and Evaluation Program (HSEEP)–compliant activities to produce actionable after-action reports and improvement plan that directly inform updates to plans, procedures, and training priorities. FWCGP funds will provide flexibility to support additional HSEEP compliant exercises that are identified through ongoing planning and operational needs, provided they align with FWCGP NOFO requirements.		
<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	\$150,000.00	\$150,000.00
<b>BUDGET CLASS</b>		
Other		

## Agreement Articles

**Program:** Fiscal Year 2026 FIFA World Cup Grant Program

**Recipient:** MILITARY DEPARTMENT, WASHINGTON STATE

**UEI-EFT:** D2EJRGZ2PLG8 **Award number:** EMW-2026-WC-05005

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<p><b>Article 1</b></p>	<p><b>Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications</b></p> <p>I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.</p>
<p><b>Article 2</b></p>	<p><b>General Acknowledgements and Assurances</b></p> <p>Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <a href="https://www.dhs.gov/civil-rightsresources-recipientsdhs-financial-assistance">https://www.dhs.gov/civil-rightsresources-recipientsdhs-financial-assistance</a>.</p>
<p><b>Article 3</b></p>	<p><b>Acknowledgement of Federal Funding from DHS</b></p> <p>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>
<p><b>Article 4</b></p>	<p><b>Activities Conducted Abroad</b></p> <p>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>

**Article 5**

**Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article 6**

**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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**Article 7**

**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

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**Article 8****CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a)

Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

**Article 9**      **Civil Rights Act of 1964 – Title VI**  
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

**Article 10**      **Civil Rights Act of 1968**  
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 11****Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

**Article 12****Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

<p><b>Article 13</b></p>	<p><b>Debarment and Suspension</b>                  Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<p><b>Article 14</b></p>	<p><b>Drug-Free Workplace Regulations</b>                  Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<p><b>Article 15</b></p>	<p><b>Duplicative Costs</b>                  Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.</p>
<p><b>Article 16</b></p>	<p><b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b>                  Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.</p>
<p><b>Article 17</b></p>	<p><b>Energy Policy and Conservation Act</b>                  Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>

<p><b>Article 18</b></p>	<p><b>Equal Treatment of Faith-Based Organizations</b> It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
<p><b>Article 19</b></p>	<p><b>Anti-Discrimination</b> Recipients must comply with all applicable Federal anti-discrimination laws material to the government’s payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.</p>
<p><b>Article 20</b></p>	<p><b>False Claims Act and Program Fraud Civil Remedies</b> Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>

**Article 21**      **Federal Debt Status**  
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**Article 22**      **Federal Leadership on Reducing Text Messaging while Driving**  
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

**Article 23**      **Fly America Act of 1974**  
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificatedaircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article 24**      **Hotel and Motel Fire Safety Act of 1990**  
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

**Article 25**      **John S. McCain National Defense Authorization Act of Fiscal Year 2019**  
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Article 26**      **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:  
<https://www.dhs.gov/guidance-published-help-department-supportedorganizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article 27**      **Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**Article 28**      **National Environmental Policy Act**  
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

<p><b>Article 29</b></p>	<p><b>National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254</b> (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&amp;D) science and engineering support “in excess of \$50 million per year.”</p>
<p><b>Article 30</b></p>	<p><b>Non-Supplanting Requirement</b> Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.</p>
<p><b>Article 31</b></p>	<p><b>Notice of Funding Opportunity Requirements</b> All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p>
<p><b>Article 32</b></p>	<p><b>Patents and Intellectual Property Rights</b> Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p>
<p><b>Article 33</b></p>	<p><b>Presidential Executive Orders</b> Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.</p>

<b>Article 34</b>	<b>Procurement of Recovered Materials</b> States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
<b>Article 35</b>	<b>Rehabilitation Act of 1973</b> Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
<b>Article 36</b>	<b>Reporting Recipient Integrity and Performance Matters</b> If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
<b>Article 37</b>	<b>Reporting Subawards and Executive Compensation</b> For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Article 38****Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

<p><b>Article 39</b></p>	<p><b>SAFECOM</b>                  Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA.</p>
<p><b>Article 40</b></p>	<p><b>Subrecipient Monitoring and Management</b>                  Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.</p>
<p><b>Article 41</b></p>	<p><b>System for Award Management and Unique Entity Identifier Requirements</b> Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.</p>
<p><b>Article 42</b></p>	<p><b>Termination of a Federal Award</b>                  (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.</p>
<p><b>Article 43</b></p>	<p><b>Terrorist Financing</b>                  Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.</p>

<p><b>Article 44</b></p>	<p><b>Trafficking Victims Protection Act of 2000(TVPA)</b> Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.</p>
<p><b>Article 45</b></p>	<p><b>Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 10756</b> Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.</p>
<p><b>Article 46</b></p>	<p><b>Use of DHS Seal, Logo and Flags</b> Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.</p>
<p><b>Article 47</b></p>	<p><b>Whistleblower Protection Act</b> Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.</p>

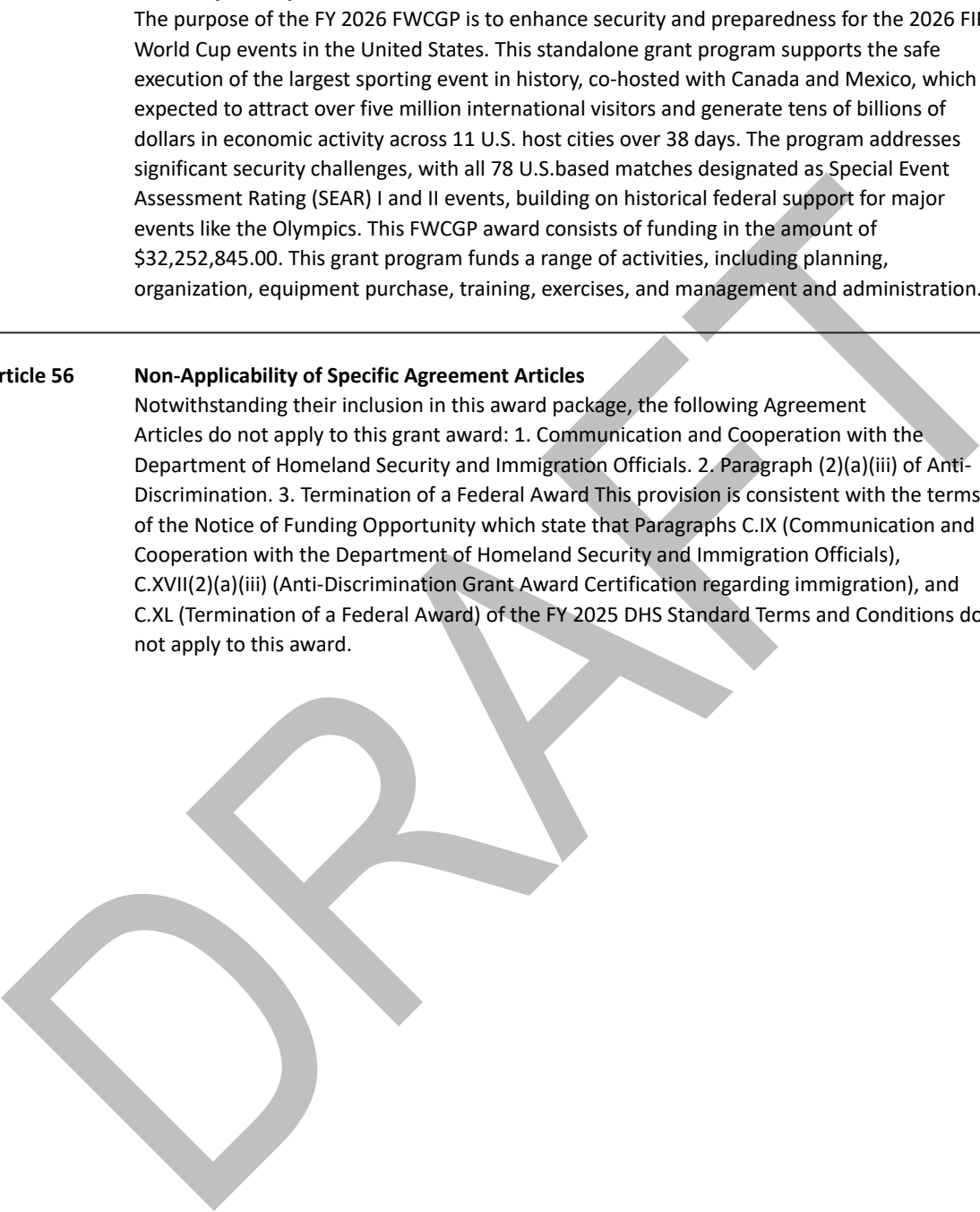
**Article 48**

**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

<p><b>Article 49</b></p>	<p><b>Applicability of DHS Standard Terms and Conditions to Tribal Nations</b> The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.</p>
<p><b>Article 50</b></p>	<p><b>Acceptance of Post Award Changes</b> In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: <a href="mailto:ASK-GMD@fema.dhs.gov">ASK-GMD@fema.dhs.gov</a> for any questions.</p>
<p><b>Article 51</b></p>	<p><b>Disposition of Equipment Acquired Under the Federal Award</b> When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).</p>

<p><b>Article 52</b></p>	<p><b>Prior Approval for Modification of Approved Budget</b> Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
<p><b>Article 53</b></p>	<p><b>Indirect Cost Rate</b> 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>
<p><b>Article 54</b></p>	<p><b>Build America, Buy America Act (BABAA) Required Contract Provision &amp; Self-Certification</b> In addition to the DHS Standard Terms &amp; Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.</p>

<p><b>Article 55</b></p>	<p><b>Summary Description of Award</b></p> <p>The purpose of the FY 2026 FWCGP is to enhance security and preparedness for the 2026 FIFA World Cup events in the United States. This standalone grant program supports the safe execution of the largest sporting event in history, co-hosted with Canada and Mexico, which is expected to attract over five million international visitors and generate tens of billions of dollars in economic activity across 11 U.S. host cities over 38 days. The program addresses significant security challenges, with all 78 U.S.-based matches designated as Special Event Assessment Rating (SEAR) I and II events, building on historical federal support for major events like the Olympics. This FWCGP award consists of funding in the amount of \$32,252,845.00. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration.</p>
<p><b>Article 56</b></p>	<p><b>Non-Applicability of Specific Agreement Articles</b></p> <p>Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination. 3. Termination of a Federal Award This provision is consistent with the terms of the Notice of Funding Opportunity which state that Paragraphs C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials), C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration), and C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions do not apply to this award.</p>



**Article 57**

**Non-Applicability of Specific Terms and Agreement Articles Pursuant to County of Santa Clara, et al. v. Noem, et al.**

Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled "Presidential Executive Orders" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the "Anti-Discrimination" Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled "Presidential Executive Orders" will immediately become effective. As stated in the Agreement Article titled "NonApplicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "AntiDiscrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

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**Article 58      Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Chicago et al. v. Noem, et al.**

Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled "Presidential Executive Orders" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the "Anti-Discrimination" Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled "Presidential Executive Orders" will immediately become effective. As stated in the Agreement Article titled "Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "Anti-Discrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

**Article 59      Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Seattle v. Trump, et al.**

Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the "Anti-Discrimination" Agreement Article will immediately become effective. As stated in the Agreement Article titled "Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "Anti-Discrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

<b>Article 60</b>	<b>Expedited Review of Amendments</b> For any amendment submitted by the Host City Committee Task Force that requires prior approval by the State government pass-through entity under 2 CFR part 200, the pass-through entity must take action on that request within 10 business days and report the request and change to FEMA.
<b>Article 61</b>	<b>Reducing Pass-Through Time</b> Notwithstanding the 45 day pass-through requirement in the NOFO, FEMA recognizes the urgency in which the grant’s stakeholders require access to the funding to enhance the security and preparedness for the 2026 World Cup events in the United States, the recipient must pass-through 100% of funds to the Host Committee Task Force subrecipients within ten (10) business days after receipt of the funds in a manner that is otherwise consistent with the requirements described within the FWCGP NOFO.
<b>Article 62</b>	<b>Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS)</b> As a condition of this award, recipients, subrecipients, and their contractors or subcontractors must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Un-manned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.
<b>Article 63</b>	<b>Award Compliance Hold</b> Please note that FEMA may reinstate budget or program funding holds if submitted documentation is incomplete or inconsistent with program requirements. All costs charged to the federal award remain subject to FEMA review and must comply with the terms and conditions of the award. If issues arise, we will notify you promptly and work with you to resolve them.

### Obligating document

<b>1. Agreement No.</b> EMW-2026-WC-05005		<b>2. Amendment No.</b> N/A		<b>3. Recipient No.</b> 916001095		<b>4. Type of Action</b> AWARD		<b>5. Control No.</b> WX00535N2026T	
<b>6. Recipient Name and Address</b> MILITARY DEPARTMENT, WASHINGTON STATE CAMP MURRY BUILDING 1 CAMP MURRAY, WA 98430				<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646			<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Kathryn Zetzer			<b>9a. Phone No.</b> 4407736676		<b>10. Name of FEMA Project Coordinator</b> FIFA World Cup Grant Program Grant Program			<b>10a. Phone No.</b> 1-877-585-3242	
<b>11. Effective Date of This Action</b> 03/18/2026		<b>12. Method of Payment</b> OTHER - FEMA GO		<b>13. Assistance Arrangement</b> COST REIMBURSEMENT			<b>14. Performance Period</b> 07/04/2025 to 08/31/2026 <b>Budget Period</b> 07/04/2025 to 08/31/2026		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>									
<b>Program Name Abbreviation</b>	<b>Assistance Listing No.</b>	<b>Accounting Data (ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>			
FWCGP	97.160	2026-FU-GS01 - P410-xxxx-4101-D	\$0.00	\$32,252,845.00	\$32,252,845.00	See Totals			
Totals			\$0.00	\$32,252,845.00	\$32,252,845.00	\$0.00			
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A									
<del><b>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b></del> This field is not applicable for digitally signed grant agreements									
<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>								<b>DATE</b>	
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b> David Gudinas, Deputy Assistant Administrator (Acting) Grant Programs Directorate   Resilience								<b>DATE</b> 03/18/2026	

## ATTACHMENT D

### WORK PLAN

#### FY 2026 FIFA World Cup Grant Program

The purpose of this attachment is to identify the activities planned by the Subrecipient under this Grant Agreement.

The Subrecipient's approved Work Plan is incorporated herein by reference and attached to this Agreement. Activities must align with the requirements of the NOFO, the Manual, and the approved application for funding.

#### PROJECT DESCRIPTION

*PURPOSE and NEED: Explain the overall goal of the project and the specific public safety and security need it addresses. Why is the project needed?*

As the City of Spokane prepares for the 2026 World Cup, we are planning for multiple large scale programs and in preparation as a potential FIFA team basecamp site. Planners for the upcoming FIFA World Cup have indicated that the Gonzaga University grounds are the practice facility location, in the event Spokane is chosen as a team base camp. The US Pavilion in Riverfront Park is the designated location for FIFA Fan Festival activities. Large crowds of World Cup enthusiasts are expected to gather at the US Pavilion for viewing parties on multiple dates.

The World Cup is an international phenomenon, bringing spectators from across the globe. As a potential basecamp and because of Spokane's proximity to Seattle and Vancouver, we expect a massive increase in tourism and visitors to our city during Summer 2026. While we are excited for these additional visitors, this also increases our staffing, equipment, and preparation needs to ensure we have a vibrant and secure city. The majority of our funds serve the increase in staff overtime that prepares us for high traffic and emergency events. Additional equipment makes real-time surveillance and public safety programs possible. Preparing for the 2026 FIFA World Cup is an monumental task, and the City of Spokane is eager to celebrate safely, securely, and responsibly with our community and fans.

#### PLANNED WORK: Describe the activities, services, and/or equipment purchases included.

We are preparing for two Fan Zone programs and as a potential 2026 Basecamp site. Our Events include two planned Fan Zone watch parties (6/19 and 7/19). Preparation for the fan zone events include increased staffing and security needs for one-day programs. As a potential 2026 basecamp site, our emergency response departments will require substantial increases in staffing for prolonged team and tourist safety.

Key work areas include:

- Staffing (Event and Overtime) Increase Spokane Fire Department and Spokane Police department staffing. This includes additional emergency responders, hazmat preparation, and drone pilots. Due to the anticipated increase in tourist traffic, our overtime costs for additional police officers and firefighters represent a large, but essential, cost for the city. Additional costs for incident command, keeps operating units in clear communication with one another during these events.
- Contracting (Security Staffing) Planning and contracting for additional security at Fan Zone events.
- Equipment (Surveillance, Hazmat, and Crowd Management): Purchasing equipment so we can meet increased needs. This includes additional drone equipment, transportation barriers, hazmat monitors, weapons detection, and command station equipment.
- Drone Training sessions for drone operation, practice, and management.

#### OUTCOME

*Explain how the project will improve your organization's ability to respond to threats related to the FIFA World Cup 2026 games. Include expected performance improvements, coverage expansion, and/or operational enhancements.*

The proposed project will improve the City of Spokane's ability to respond to threats related to the 2026 FIFA World Cup by enhancing operational coverage, coordination, and response capabilities for large-scale, unsecured public gathering events.

The deployment of contracted security personnel and law enforcement surge staffing will expand on-site coverage during peak attendance periods, improving the City's ability to monitor crowd conditions, detect suspicious behavior, and respond quickly to emerging incidents. Increased staffing enhances situational awareness across the event footprint, including pedestrian corridors and ingress and egress routes.

The use of temporary physical security infrastructure, including barriers, cones, and directional signage, will improve crowd flow and access control, reduce congestion, and protect emergency access routes, improving responder access and overall event safety.

## ATTACHMENT E

### TIMELINE

#### FY 2026 FIFA World Cup Grant Program

The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Organization. Both the Organization and the Subrecipient shall monitor adherence with the dates below.

<b>PROJECT SCHEDULE</b>		
<i>INSTRUCTIONS: Enter the major milestones for the project. Please include at least 2 milestones.</i>		
MILESTONE	START DATE	END DATE
PROJECT START (no earlier than 7/4/2025)		
Watch Party #1 Approx 10:30 AM - 11:45 PM	6/19/2026	6/19/2026
Watch Party # 2: Approx 10:30 AM - 3:30 PM	7/19/2026	7/19/2026
Potential Basecamp Location	5/15/2026	6/30/2026
PROJECT COMPLETION (no later than 8/31/2026)		7/31/2026

The Subrecipient must request prior written approval from Organization Key Personnel to waive or extend the due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement submission due date contained in the above Timeline.

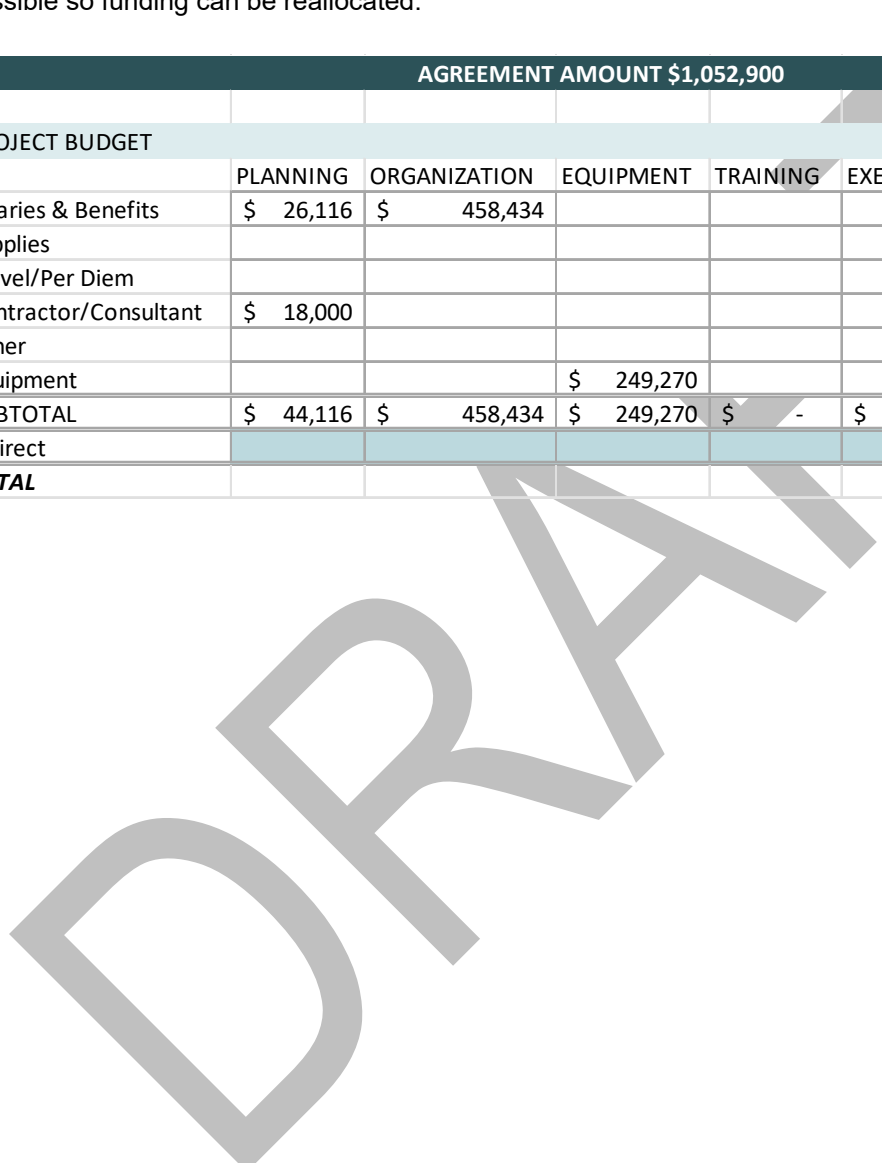
## ATTACHMENT F

### BUDGET

#### *FY 2026 FIFA World Cup Grant Program*

The purpose of this attachment is to identify how the funding is budgeted for the identified activities in the Work Plan. If funding is identified as not being required, contact the Organization Key Personnel as soon as possible so funding can be reallocated.

AGREEMENT AMOUNT \$1,052,900							
PROJECT BUDGET							
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	TOTAL
Salaries & Benefits	\$ 26,116	\$ 458,434					\$ 484,550
Supplies							\$ -
Travel/Per Diem							\$ -
Contractor/Consultant	\$ 18,000						\$ 18,000
Other						\$ 37,591	\$ 37,591
Equipment			\$ 249,270				\$ 249,270
<b>SUBTOTAL</b>	<b>\$ 44,116</b>	<b>\$ 458,434</b>	<b>\$ 249,270</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 37,591</b>	
Indirect						\$ 263,489	\$ 263,489
<b>TOTAL</b>							<b>\$ 1,052,900</b>



## ATTACHMENT G

### BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ [Insert Project Name and Location] that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

\_\_\_\_\_  
Signature of [Contractor's or Subcontractor's] Authorized Official

\_\_\_\_\_  
Name and Title of [Contractor's or Subcontractor's] Authorized Official

\_\_\_\_\_  
Date

**WASHINGTON STATE MILITARY DEPARTMENT  
STATE WORLD CUP GRANT AGREEMENT FACE SHEET**

1. Grantee Name and Address: <b>Spokane, City Of 808 W Spokane Falls Blvd Spokane, WA 99201</b>		2. Total Grant Amount: <b>\$112,492</b>		3. Grant Agreement Number: <b>E26-269</b>	
4. Grantee Contact, phone/email <b>Caleb Stanton, 509.625.6429 cstanton@spokanecity.org</b>		5. WMD Representative, phone/email: <b>Michael Alston, 253-512-7410 michael.alston@mil.wa.gov</b>			
6. Program Index & OBJ/SUB-OBJ <b>7S1WC-NZ</b>		7. Eligibility Period of Costs Incurred <b>07/01/2025-06/15/2026</b>			
8. Agreement Start Date <b>Upon Execution</b>		9. Agreement End Date <b>06/15/2026</b>		10. TIN <b>91-6001280</b>	
11. UBI # (state revenue) <b>328-013-877</b>					
12. Funding Source Authority: <b>Washington State Military Department</b>					
13. Funding Source Agreement # <b>S26-61211-001</b>		14. Service Districts: (BY LEGISLATIVE DIST): <b>03</b> (BY CONGRESSIONAL DIST): <b>05</b>		15. Service Area by County(ies): <b>Spokane</b>	
16. Grant Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other			17. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency (RCW 39.34)		
18. Grant Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER			19. Grant Selection Process: <input checked="" type="checkbox"/> "To all that apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E/RCW <input type="checkbox"/> N/A		
20. PURPOSE/DESCRIPTION <b>The objective of the general fund—state appropriation for fiscal year 2026 per Engrossed Substitute Senate Bill 5167 Sec. 131 (10) is to passthrough funds to local law enforcement and fire department resources, emergency management, traffic control, and security at official event venues, including fields and fan activation areas, for the purpose of public safety and security activities related to the 2026 FIFA World Cup event in Washington State.</b>					
IN WITNESS WHEREOF, the Washington Military Department (WMD) Emergency Management Division (EMD) and Grantee acknowledge and accept terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work (Attachment C), Budget (Attachment D), Timeline (Attachment E); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. Program documents 3. Statement of Work, Budget, Timeline 4. General Terms and Conditions 5. Special Terms and Conditions 6. Other provisions of the Agreement incorporated by reference.					
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below:					
<b>FOR GRANTEE:</b>			<b>FOR THE DEPARTMENT:</b>		
_____ Signature Alexander Scott, City Administrator City of Spokane		_____ Date	_____ Signature Seth Daniel Nickerson, Chief Financial Officer Washington Military Department		_____ Date
			<b>BOILERPLATE APPROVED TO FORM</b> David Merchant, Assistant Attorney General March 31, 2026		

**SPECIAL TERMS AND CONDITIONS**

**I. INTRODUCTION**

The Washington Military Department (WMD) herein known as “the DEPARTMENT”, through the Emergency Management Division, passes through funding facilitating activities in preparation of the 2026 World Cup. The DEPARTMENT is authorized to enter into agreements with political subdivisions to reimburse GRANTEES for eligible expenses related to public safety and security for 2026 World Cup events.

**II. KEY PERSONNEL**

The individuals listed below shall be considered Key Personnel for point of contact under this Agreement. Any substitution of key personnel shall be made by written notification to the current key personnel.

GRANTEE		DEPARTMENT	
Name	<b>Caleb Stanton</b>	Name	<b>Michael Alston</b>
Title	<b>Grants Analyst</b>	Title	<b>Program Coordinator</b>
Email	<b>509.625.6429</b>	Email	<b>Michael.Alston@mil.wa.gov</b>
Phone	<b>cstanton@spokanecity.org</b>	Phone	<b>253-512-7410</b>
Name	<b>Skylar Brown</b>	Name	<b>Kathryn Zetzer</b>
Title	<b>Director of Grants Management</b>	Title	<b>Program Manager</b>
Email	<b>sbrown@spokanecity.org</b>	Email	<b>Kathryn.Zetzer@mil.wa.gov</b>
Phone	<b>509-625-6294</b>	Phone	<b>253-512-7140</b>
Name	<b>Cole Wicker</b>	Name	<b>General Information</b>
Title	<b>Grant Writer</b>		
Email	<b>wwicker@spokanecity.org</b>	Email	<b>Preparedness.grants@mil.wa.gov</b>
Phone	<b>509-625-6822</b>		
Name	<b>Andrew Duffey</b>		
Title	<b>Grants Accountant</b>		
Email	<b>aduffy@spokanecity.org</b>		
Phone	<b>Andrew Duffey</b>		

**III. ADMINISTRATIVE REQUIREMENTS**

- A. The parties shall use the following to determine allowable cost principles: Washington State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).
- B. If the GRANTEE uses grant funds to acquire goods and services from a non-government entity performing services as a Contractor under this Agreement, the GRANTEE must make a case-by-case determination whether each contract it makes for the disbursement of funds received under this Agreement casts the party receiving the funds in the role of contractor in accordance with the OFM state grant audit and monitoring guidelines.
- C. A Contractor performing services under this Agreement must comply with all federal and state laws and regulations applicable to the state World Cup grant, WMD policies, and this Agreement.
- D. The GRANTEE shall require its Contractor(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by the Department applicable to the state World Cup funding including, but not limited to, all criteria, restrictions, and requirements of the Engrossed

Substitute Senate Bill 5167 Sec. 131 (10) (2026), and the federal and state regulations commonly applicable to state grants.

- E. The GRANTEE and its Contractor shall be responsible for ensuring that all state FIFA World Cup grant funds are used in accordance with applicable state statutes and regulations, and the terms and conditions of this Agreement.
- F. If a grant audit or monitoring performed by the DEPARTMENT under this Agreement results in any findings, the GRANTEE shall submit a "Corrective Action Plan" in response to the grant audit or monitoring results no later than 10 business days after receiving the DEPARTMENT's report.

#### **IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY LEGISLATURE**

Priorities for expenditure of state FIFA World Cup grant funds have been established by both the state legislature and the DEPARTMENT:

- A. Engrossed Substitute Senate Bill 5167 Sec. 131 (10) provides that funds should be "provided solely for a contract with a public or private entity for the purpose of public safety and security activities related to the 2026 World Cup event. Funding may be provided for law enforcement and fire department resources, emergency management, traffic control, and security at official event venues, including fields and fan activation areas."

#### **V. INELIGIBLE COSTS**

Costs not identified as allowable and included within the Statement of Work under this Agreement are considered ineligible for reimbursement, in addition to the following:

- A. *Bad Debts* - any losses arising from uncollectible accounts and other claims and related costs.
- B. *Contributions to a contingency reserve* - any funds set aside by the GRANTEE to reimburse unanticipated expenses. Such reserves are not eligible for reimbursement.
- C. *Depreciation* - of facilities or equipment.
- D. *Entertainment* - amusements, social activities, and any related incidental costs, including meals, beverages, lodging, rentals, transportation, and gratuities.
- E. *Fines and penalties* - costs resulting from violations of, or failure to comply with, federal, state, or local laws.
- F. *General expenses, beyond the statement of work, required to carry out overall government responsibilities* - including the salaries and expenses of the chief executive and their staff. Governments include state, local, and federally recognized Indian tribal governments.
- G. *Illegal costs* - costs incurred as a result of procurement practices not in compliance with state or federal procurement laws may be ineligible and not reimbursed at the sole discretion of the Department.
- H. *Interest and other financial costs* - interest on debt, bond discounts, cost of financing and refinancing operations, and legal and professional fees are ineligible, except when authorized by state law.
- I. *Late / past due fees* - incurred by failing to pay vendor invoices, permit fees, or to return items in a timely manner.
- J. *Legal expenses* - related to claims against the DEPARTMENT, and legal services furnished by the chief legal officer of the state, local, or Native American tribal government (or his/her staff) solely for the purpose of discharging his/her general responsibilities as legal officer.
- K. *Legislative expenses* - salaries and other expenses of members of the state Legislature or similar local governmental bodies (e.g., county boards), if incurred in the members' official capacity.
- L. *Lobbying* - expenses related to lobbying activities.

- M. *Personal injury compensation* - or damages arising from administering FIFA World Cup activities, whether determined by adjudication, arbitration, negotiation, or otherwise.

**VI. BUDGET, REIMBURSEMENT, AND TIMELINE**

- A. Within the total Grant Agreement Amount, travel, contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- B. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- C. If the GRANTEE chooses to include indirect costs within the Budget (Attachment D), additional documentation is required based on the applicable situation and additional approval may be needed.
- D. If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended.
- E. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the DEPARTMENT) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [reimbursements@mil.wa.gov](mailto:reimbursements@mil.wa.gov), no later than the due dates listed within the Timeline (Attachment E).  
Reimbursement request totals should be commensurate with the time spent processing by the GRANTEE and the DEPARTMENT.
- F. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the GRANTEE consistent with record retention requirements of this Agreement and be made available upon request by the DEPARTMENT and auditors.
- G. The GRANTEE must request prior written approval from DEPARTMENT Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursements due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline must be submitted to the DEPARTMENT sufficiently in advance of the due date to provide adequate time for DEPARTMENT review and consideration and may be granted or denied within the DEPARTMENT's sole discretion.
- H. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within fifteen (15) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the DEPARTMENT to the GRANTEE providing additional time. If funds are not required, the Subrecipient shall notify the Department Key Personnel.
- I. Payment by the DEPARTMENT to the GRANTEE shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT within the set Eligibility Period of Costs Incurred in this Agreement. Work started prior to and/or not completed by the Eligibility Period of Costs Incurred, will be considered outside the performance period and therefore not eligible for reimbursement. The GRANTEE shall not request payment in anticipation of expenditures not yet incurred.
- J. All costs for equipment and supplies must be incurred, and received, before the Grant Agreement End Date.

- K. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, the reports in the Timeline [Attachment E]), will prohibit the GRANTEE from being reimbursed until such reports are submitted and the DEPARTMENT has had reasonable time to conduct its review.
- L. Final reimbursement requests will not be approved for payment until the GRANTEE is current with all reporting requirements contained in this Agreement.
- M. A written amendment will be required is the GRANTEE expects cumulative transfers among solution area totals, as identified in the Budget (Attachment D), to exceed ten percent (10%) of the Grant Agreement Amount.

**VII. THE MILITARY DEPARTMENT AGREES TO:**

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (Form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Agreement, the DEPARTMENT will reimburse the GRANTEE up to the maximum allowable grant amount, or actual cost, whichever is lower as authorized by this Agreement.
- B. If a question arises about the requested reimbursement, the GRANTEE will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

## GENERAL TERMS AND CONDITIONS

### 1) DEFINITIONS

As used throughout this Agreement the following terms shall have the meanings set forth below:

- A. "DEPARTMENT" shall mean the Washington Military Department (WMD).
- B. "GRANTEE" shall mean the named county, city, tribe, or other political subdivision performing activities under this Agreement. It shall include any contractor retained by the GRANTEE as permitted under the terms of this Agreement.
- C. "Contractor" shall mean one, not in the employment of the GRANTEE, who is performing all or part of those services under this Agreement under a separate contract with the GRANTEE.
- D. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- E. "WAC" is defined and used herein to mean the Washington Administrative Code.
- F. "RCW" is defined and used herein to mean the Revised Code of Washington.

### 2) ACCESS TO PUBLIC RECORDS

- A. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- B. The GRANTEE shall provide access to data generated under this Agreement to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and methodology for those models.
- C. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Agreement. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

### 3) ADVANCE PAYMENTS PROHIBITED

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

### 4) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35.

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

### 5) ATTORNEY'S FEES

Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Agreement or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

**6) COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES**

The GRANTEE shall comply with, and the DEPARTMENT is not responsible for determining compliance with any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

**7) AGREEMENT MODIFICATIONS**

The Parties may request changes to the AGREEMENT. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties, and any oral understanding or agreements shall not be binding.

**8) GRANTEE'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT**

The GRANTEE and/or employees, contractors, or agents performing under this Agreement, are not employees or agents of the DEPARTMENT in any manner whatsoever. The GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the GRANTEE make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the GRANTEE is another state agency, the officers and employees are employed by the State of Washington in their own right.

**9) DISCLOSURE**

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the GRANTEE's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or court order.

**10) DISPUTES**

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both parties. The team shall, by majority vote, resolve the dispute. The parties agree that this dispute process shall be final and there will be no appeal of the decision.

**11) GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The GRANTEE, by execution of this Agreement, acknowledges the jurisdiction of the courts of Washington in this matter.

**12) HOLD HARMLESS**

The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the GRANTEE's performance or activities hereunder, including the performance of any contractor(s).

**13) INSURANCE, INDUSTRIAL COVERAGE**

Prior to performing work under this Agreement, the GRANTEE shall provide industrial insurance coverage for the GRANTEE's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the GRANTEE, which may arise during the performance of services under this Agreement.

**14) INSURANCE, GENERAL COVERAGE**

The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. The GRANTEE hereby notifies the DEPARTMENT that as a Federally Recognized Tribe, Washington State Agency, or Local Government of the State of Washington and in accordance with Washington law, the GRANTEE has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, the GRANTEE will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

**15) LIABILITY**

To the extent permitted by applicable law, each party to this Agreement shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

**16) LIMITATION OF AUTHORITY**

Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the authorized person.

**17) LOSS OF FUNDING**

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement, the DEPARTMENT may suspend or terminate, or renegotiate the Agreement, without cause under the "Termination" clause and without the thirty (30) day notice requirement.

**18) NONASSIGNABILITY**

Neither this Agreement, nor any claim arising under this Agreement, nor the work to be provided under this Agreement, and any claim arising thereunder, shall be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**19) NONDISCRIMINATION**

During the performance of this Agreement, the GRANTEE shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- A. Nondiscrimination in Employment: The GRANTEE shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with

respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

- B. The GRANTEE shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

## **20) RECAPTURE PROVISION**

In the event the GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Agreement of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees, from the GRANTEE.

## **21) RECORDS, MONITORING, AND AUDIT ACCESS**

- A. The GRANTEE shall perform under the terms of the Agreement and the DEPARTMENT may conduct reasonable and necessary monitoring of the GRANTEE's performance.
- B. To permit such monitoring, the GRANTEE shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- C. The GRANTEE will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
- D. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the GRANTEE's records with respect to all matters covered in this Agreement. Such rights last for six (6) years from the date final payment is made hereunder.
- E. The GRANTEE shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Agreement.

## **22) SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## **23) CONTRACTING**

The GRANTEE shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Agreement. All contracting and sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

## **24) TERMINATION**

- A. If, through any cause, the GRANTEE or its contractors or sub-contractors fails to fulfill in a timely and proper manner its obligations under this Agreement or if the GRANTEE or its contractors or sub-contractors violates any of its covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the GRANTEE describing such default or violation.
- B. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Agreement is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, and prohibit the GRANTEE from incurring additional obligations of funds.
- C. Reimbursement for eligible expenses incurred by the GRANTEE prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
- D. The DEPARTMENT may unilaterally terminate or suspend all or part of this Agreement without cause, or may reduce its statement of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

## **25) TRAVEL AND SUBSISTENCE REIMBURSEMENT**

If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Agreement.

## **26) TREATMENT OF ASSETS**

Upon successful completion of the terms of this Agreement, all assets, including equipment, purchased through this Agreement will be owned by the GRANTEE unless otherwise specified by the funding source. The GRANTEE shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

## **27) WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Agreement.

**STATEMENT OF WORK**

**State FIFA World Cup Grant Funding**

*The purpose of this attachment is to identify the activities planned by the GRANTEE under this Grant Agreement.*

**PROJECT TITLE** *FIFA World Cup Grant Program- Passthrough*

**PROJECT DESCRIPTION**

*PURPOSE and NEED: The overall goal of the project and the specific public safety and security need it addresses.*

Seattle will host six matches at Lumen Field between mid-June and early July 2026, including a USA group stage match and knockout round games, drawing sustained high attendance over nearly a month. Local estimates project 750,000 visitors across the tournament period, not only at the stadium but also at fan activations, waterfront activations, and viewing events in downtown and surrounding neighborhoods. The event footprint extends from Lumen Field and Pioneer Square to the state of Washington. This includes hotels, transit hubs, public gathering spaces, and unofficial watch parties, significantly increasing the area that must be secured and actively managed. As high-profile international targets, FIFA World Cup events bring risks that include terrorism, violent crime, crowd surges, cyber and communications disruptions, drone incursions, and disinformation, while Seattle’s dense, transit reliant urban environment creates additional vulnerabilities at station platforms, pedestrian choke points, and last mile routes.

*PLANNED WORK: The activities, services, and/or equipment purchases included.*

The purchase or rental of the following equipment: Hazmat Remote Particulate Monitors, EOC Computers, EOC Monitors and Screens, Video Conferencing Camera and Microphones, TV Screens for CP live stream.

**OUTCOME**

*How the project will improve the regions ability to prevent, protect, mitigate, respond and recover to terrorism threats related to the FIFA World Cup.*

The anticipated outcome of this project is enhanced emergency coordination, hazardous materials monitoring, and situational awareness capabilities for City of Spokane during FIFA World Cup 2026 and other large-scale emergencies. Investments in hazardous materials remote particulate monitors will improve the ability to detect and assess potential airborne threats, while upgrades to Emergency Operations Center computers, monitors, video conferencing equipment, and live-stream display capabilities will strengthen multi-agency coordination, information sharing, operational visibility, and real-time decision-making during complex incidents affecting public safety and critical infrastructure.

**IMPACT**

*Anticipated impact of the project on public safety and critical infrastructure protection and how the project will contribute to long-term security and resilience.*

The work will strengthen public safety and critical infrastructure protection by improving coordination, increasing visible security measures, and enhancing real-time threat detection and response. Multi-agency planning and validated CONOPS will enable faster, unified decision-making, while increased staffing and security presence at high-risk venues and transportation hubs will deter and reduce vulnerabilities to attacks. Enhanced intelligence sharing, interoperable communications, and deployment of specialized equipment will improve situational awareness and response capabilities, ultimately reducing risk, protecting key assets, and ensuring continuity of operations during World Cup events.

**BUDGET**

**State FIFA World Cup Grant Funding**

*The purpose of this attachment is to identify how the funding is budgeted for the identified activities in the Statement of Work. If funding is identified as not being required, contact the DEPARTMENT as soon as possible so funding can be reallocated.*

<b>AGREEMENT AMOUNT</b>	<b>\$112,492</b>
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**PROJECT BUDGET**

	SOLUTION AREA						TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	M&A	
Salaries & Benefits	\$0	\$0		\$0	\$0	\$4,153	<b>\$4,153</b>
Supplies	\$0	\$0		\$0	\$0	\$0	<b>\$0</b>
Travel/Per Diem	\$0	\$0		\$0	\$0	\$0	<b>\$0</b>
Contractor/Consultant	\$0	\$0		\$0	\$0	\$0	<b>\$0</b>
Other	\$0	\$0		\$0	\$0	\$0	<b>\$0</b>
Equipment			\$83,050				<b>\$83,050</b>
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$83,050</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,153</b>	<b>\$87,203</b>
Indirect							<b>\$25,289</b>
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$83,050</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,153</b>	<b>\$112,492</b>

**TIMELINE**

**State FIFA World Cup Grant Funding**

*The purpose of this attachment is to identify applicable and agreed upon due dates for Grant Agreement milestones to include deliverables that must be submitted to the Department. Both the Department and the Subrecipient shall monitor adherence with the dates below.*

DATE	TASK
July 1, 2025	Eligibility Period start date
Upon Execution	Grant Agreement start date
June 15, 2026	Grant Agreement/ Eligibility Period End date
June 30, 2026	Submit Final Reimbursement Request and Closeout Report

**RESOLUTION NO. 2026-0036**

A resolution setting forth the City Council's approval and endorsement of funding for a one-time FIFA World Cup Grant, and authorizing execution of related contracts without further City Council review and action.

WHEREAS, the Washington Military Department and the U.S. Department of Homeland Security awarded an amount of \$1,153,317 to the City of Spokane in preparation of and investment in safety and security measures, in anticipation of FIFA World Cup events taking place in Spokane in the Summer of 2026; and

WHEREAS, Spokane Regional Sports Commission ("Spokane Sports") prepared a grant application in partnership with the City of Spokane to obtain the grant from the Washington Military Department and the U.S. Department of Homeland Security; and

WHEREAS, Spokane Sports has planned two Fan Zone events for the FIFA World Cup, including the contracting of private security and purchase of crowd-control related equipment; and

WHEREAS, Spokane Sports planned activities are in direct support of the FIFA World Cup Grant Program's defined goals of enhancing public safety and counterterrorism measures as community events; and

WHEREAS, due to the abbreviated timeline of the grant execution, the partnership with Spokane Sports in application, and the defined programming plan for Spokane Sports, there is need for accelerated approval of the grant by the City Council; and

WHEREAS, the City's Grants Management Office is requesting that the Council approve the allocation of \$54,770.00 in one-time grant funds for programmatic support allocated from the total awarded grant amount; and

NOW, THEREFORE,

IT IS RESOLVED that the Spokane City Council authorizes the acceptance of the foregoing grant, and approves the administration of this grant through the City of Spokane Grants Management Office, and any other applicable staff, and

IT IS FURTHER RESOLVED, the City Council approves execution of any agreements in furtherance of the grants and such other action as may be necessary to comply with the grant terms and conditions, all without further action of City Council.

ADOPTED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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City Clerk

Approved as to form:

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Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Consent**Date Rec'd**

5/14/2026

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 06/08/2026**Submitting Dept**

SPOKANE UNITED 911 NETWORK

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

STEPHEN 6779

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

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

YES

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

POWER, GROUNDING, AND LIGHTNING PROTECTION STUDY

**Agenda Wording**

POWER, GROUNDING, AND LIGHTNING PROTECTION STUDY

**Summary (Background)**

the purpose of this agreement is to provide a Power Grounding, and Lightning Protection Study. The contract is with COLUMBIA ENGINEERING GROUP, INC. The term of the agreement begins on May 1, 2026, and ends on April 30, 2027, unless amended by written agreement or terminated earlier under the provisions. The total compensation for Consultant's services under this Agreement shall not exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00).

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

N/A

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

N/A

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

The purpose of this project is to provide a Power Grounding, and Lightning Protection Study.

**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 study aligns with the City's existing effort to establish a public safety answering point.

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 65,000
Current Year Cost	\$ 65,000
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: POWER, GROUNDING, AND LIGHTNING PROTECTION STUDY**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COLUMBIA ENGINEERING GROUP, INC.**, whose address is 17509 NW 65<sup>th</sup> Court, Vancouver, Washington 98686, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide a Power Grounding, and Lightning Protection Study; and

WHEREAS, the Consultant was selected from RFQu 6476-26 issued by the City.

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on May 1, 2026, and ends on April 30, 2027, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant's Scope of Work and Fee Proposal which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Department of Emergency Communications, 808 West Spokane Falls Boulevard, 7<sup>th</sup> Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. Subconsultant invoices will be billed using verified hours from subconsultant invoices and the T&M rates from Exhibit B.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Test Equipment Rental** in accordance with Consultant's Proposal Section 4.0 and 7.0.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a ten percent (10%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **7. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## 10. INDEMNIFICATION.

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

## 11. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51, 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 on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant'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. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

## **16. ASSIGNMENT AND SUBCONTRACTING.**

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

## **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

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

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**COLUMBIA ENGINEERING GROUP, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments to this Contract:**

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant’s Scope of Work and Fee Proposal

**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**



State of Washington  
BOARD OF REGISTRATION FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS  
P O Box 9025  
Olympia, WA 98507

COLUMBIA ENGINEERING GROUP, INC.  
17509 NE 65TH CT  
VANCOUVER, WA 98686-1780  
UNITED STATES

8

8

**STATE OF WASHINGTON**  
BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

**ENGINEERING/LAND SURVEYING COMPANY  
ENGINEERING**

**DE: BRANDON BOUWMAN  
COLUMBIA ENGINEERING GROUP, INC.  
17509 NE 65TH CT  
VANCOUVER, WA 98686-1780  
UNITED STATES**

21003884      02/09/2021      05/31/2026  
License Number      Issue Date      Expiration Date

  
Ken Fuller, Director

# COLUMBIA ENGINEERING GROUP

Electrical Engineering Services

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## SCOPE OF WORK AND FEE PROPOSAL

Power, Grounding, and Lightning Protection Assessment

Power, Grounding, and Lightning Protection Systems

**City of Spokane — Combined Communications Building (CCB) & Fire Training Center (FTC)**

1620 N. Rebecca Street, Spokane, WA 99217

**RFQu No. 6476-26**

Prepared for: City of Spokane, Office of Project Management

Prepared by: Columbia Engineering Group Inc., 17509 NE 65th CT, Vancouver, WA 98686

March 2026

## 1.0 INTRODUCTION

Columbia Engineering Group (CEG) is pleased to present this Scope of Work and Fee Proposal in response to the City of Spokane's RFQu No. 6476-26 for professional electrical engineering services at the Combined Communications Building (CCB) and the Fire Training Center (FTC) located at 1620 N. Rebecca Street, Spokane, WA 99217.

The CCB serves as the nerve center for emergency response in the Spokane region, housing the Spokane Regional Emergency Communications (SREC) dispatch center, Spokane Police Department dispatch operations, a data center, radio communications equipment, UPS systems, and backup generators. The site includes a communications tower and the adjacent FTC providing offices, classrooms, and Emergency Coordination Center. The CCB is a mission-critical facility requiring the highest standards of electrical reliability, safety, and code compliance.

The City of Spokane has identified objectionable and potentially hazardous circulating electrical currents between the CCB and FTC buildings. These circulating currents present risks to personnel safety, equipment reliability, sensitive electronic systems, and long-term infrastructure integrity. CEG understands that resolving these issues requires extensive visual and physical inspection, testing, modeling, and design criteria validation using measured field data, operating-state testing, and application of nationally recognized standards.

CEG proposes to perform a comprehensive assessment of the power distribution, grounding, bonding, and lightning protection systems at the CCB/FTC campus. Our approach emphasizes measured field data, operating-state testing, and application of nationally recognized standards including IEEE 142, the National Electrical Code, and manufacturer requirements. The investigation strategy prioritizes topology verification and current path identification before deeper power quality analysis and invasive system testing.

The deliverable is a comprehensive Assessment Report organized in the format requested by the RFQ, including Power Criteria, Grounding Criteria, Transient Criteria, Findings, Summary, and Recommendations. This report will provide the City with a clear understanding of the underlying causes of the circulating currents and a practical path forward for remediation. It will also serve as the basis for the City to evaluate and prioritize follow-on engineering services including arc flash study, short-circuit fault analysis, protective device coordination study, comprehensive system modeling, and deficiency remediation planning.

## 2.0 PROJECT OBJECTIVES

- Identify the root cause of objectionable circulating electrical currents between the CCB and FTC buildings
- Evaluate existing power, grounding, bonding, and lightning protection systems against current NEC, NFPA, IEEE, OSHA, and industry standards
- Perform comprehensive field testing and diagnostic measurements to characterize the current condition of the site's electrical infrastructure
- Evaluate the CCB facility against applicable requirements per NFPA 1221, NENA site characteristics, Motorola R56, and NEC Article 647
- Provide code-compliant, constructible recommendations to eliminate objectionable currents and improve overall system performance
- Document all findings with photographs, test data, and professional engineering assessment with severity classifications
- Deliver a comprehensive Assessment Report in the RFQ-required format suitable for City planning, decision-making, and prioritization of follow-on engineering services

## 3.0 SCOPE OF WORK

### 3.1 Task 1 — Project Initiation and Documentation Review

CEG will conduct a kickoff meeting with the City project manager and facility stakeholders to establish communication protocols, review scope, and coordinate site access logistics. CEG will collect and review all available documentation including:

- Electrical one-line diagrams, as-built drawings, and grounding/bonding details
- Generator, UPS, and ATS shop drawings and specifications
- Previous power system studies, inspection reports, and maintenance records
- Equipment maintenance records for generators, UPS systems, and transfer switches
- Any incident reports or known operational issues related to the electrical systems

CEG will develop a comprehensive field investigation plan identifying the specific inspections, tests, and measurements required to assess the current condition of the power, grounding, and lightning protection systems. The investigation strategy is structured to identify the root cause as efficiently and non-disruptively as possible, progressing from the most likely and easily verified conditions to more specialized diagnostics.

### 3.2 Task 2 — Field Inspection and System Evaluation

CEG will perform a comprehensive on-site inspection and evaluation of the CCB/FTC electrical infrastructure. The assessment will be organized around the following areas of investigation:

#### Power Distribution System

- Service entrance configuration, utility interface, and metering
- Main distribution panel (MDP) and downstream distribution in both CCB and FTC buildings
- Generator systems — grounding methods, separately derived system status, capacity and condition
- Automatic transfer switch (ATS) equipment — neutral switching arrangements, grounding configuration
- Uninterruptible power supply (UPS) systems — bypass cabinets, maintenance configurations, N-G bonding arrangement
- Panel schedule verification against field conditions
- Arc flash label status — document presence or absence at all required locations

#### Grounding and Bonding Systems

- Grounding electrode systems at CCB and FTC buildings and communications tower
- Main bonding jumpers, grounding electrode conductors, and bonding connections
- Building steel, water piping, raceway, and cable tray bonding
- Interbuilding metallic connections and potential parallel current paths
- Main ground bus (MGB) organization and grounding topology
- Equipment bay ground bus connections — RF protectors, telecom shields, conduit, and SPD ground bars
- NEC 250 compliance evaluation throughout both facilities
- Motorola R56 compliance evaluation for radio/dispatch equipment grounding

#### Lightning Protection and Transient Overvoltage Protection

- Tower lightning protection — air terminals, down conductors, coaxial ground kits, ice bridge bonding, entrance plate grounding (NFPA 780)

- Building lightning protection system inspection
- Surge protective device (SPD) installation and condition at service entrance, distribution, and branch levels
- Grounding and bonding coordination between power and low-voltage systems
- Assessment of RF protectors on coaxial cable runs between buildings

### **CCB Site Readiness Evaluation**

- Single-point facility grounding assessment per NFPA 1221 and NENA site characteristics
- Backup power capacity and transfer time evaluation against NFPA 1221 requirements
- Telecommunications bonding infrastructure review against ANSI/TIA-607
- NEC Article 647 compliance for sensitive electronic equipment
- Equipment room environmental controls and redundancy

### **3.3 Task 3 — Diagnostic Testing and Measurements**

CEG will perform comprehensive diagnostic testing and measurements to quantitatively characterize the condition of the electrical infrastructure. A licensed electrician crew (2 persons) will be on site for approximately 3 days to support hanging electrical meters, deploying power quality monitor data loggers, and assisting with opening energized equipment where necessary for inspection and testing.

#### **Grounding System Testing**

- Earth ground impedance testing using 3-point and 4-point fall-of-potential methods (AEMC 6472) at both CCB and FTC buildings and the communications tower
- Clamp-on ground resistance measurements (AEMC 6417) at all accessible grounding electrode connections
- Soil resistivity testing using Wenner 4-point method to characterize earth conditions
- Low-resistance continuity testing to confirm bonding integrity and identify unintended parallel paths
- Clamp-on AC current measurements on grounding electrode conductors, main bonding jumpers, metallic interbuilding pathways, cable trays, conduits, and safety ground conductors

#### **Power System Measurements**

- N-G voltage measurements at all critical panels, UPS subpanels, and equipment locations
- Three-phase voltage and current measurements at main service entrance, MDP, and key distribution points
- Power quality monitoring and data logging (minimum 7-day deployment): neutral current magnitude, ground current magnitude, harmonic content including 3rd harmonic, voltage THD, voltage sags/swells
- Operating-state testing comparing: normal utility operation, generator operation, UPS normal vs. bypass modes

#### **Visual Inspection and Thermography**

- Infrared thermography survey of panels, transfer switches, and key connections (Fluke Ti401 PRO)
- Bare conductor routing, cable tray bonding, and raised floor support grounding documentation
- Photographic documentation of all equipment, conditions, and findings

### **3.4 Task 4 — Assessment Report**

CEG will compile a comprehensive Assessment Report documenting the findings. The report will be organized in the format required by the RFQ and will include:

- Executive summary of assessment findings
- Power Criteria, Grounding Criteria, and Transient Criteria sections establishing the applicable standards and design requirements
- Power Findings, Grounding Findings, and Transient Overvoltage Protection Findings with supporting field data
- Root cause analysis of circulating currents with grounding topology evaluation
- Supporting field measurement data and photographic documentation
- Professional engineering assessment with severity classification for each finding (Critical / Major / Moderate / Minor)
- CCB site readiness evaluation and gap identification
- Summary of all findings with recommended priority for follow-on action
- Code-compliant, constructible recommendations for remediation

## 4.0 TEST EQUIPMENT AND INSTRUMENTATION

The following test equipment will be deployed during the field investigation. All equipment will carry current calibration certificates. Test equipment rental is a reimbursable expense (see Section 7).

Equipment	Description	Qty	Application
<b>AEMC 6472</b>	Multifunction Ground Resistance Tester	1	Earth ground impedance, soil resistivity
<b>AEMC 6417</b>	Clamp-On Ground Resistance Tester	1	Ground loop impedance, leakage current
<b>AEMC PEL 113</b>	Three-Phase Power Datalogger	2	Power quality monitoring, harmonics, logging
<b>Fluke 1777</b>	Power Quality Analyzer	1	Spot PQ measurements, transient capture
<b>Fluke Ti401 PRO</b>	Infrared Camera	1	Thermography of panels and connections
<b>Fluke 376 FC</b>	True-RMS Clamp Meters	4	AC/DC current on grounding conductors
<b>Fluke 87V / 289</b>	Digital Multimeters	3	Voltage, N-G voltage, general measurements
<b>Megohmmeter (5kV)</b>	Insulation Resistance Tester	1	Insulation integrity, lightning protection
<b>LOTO Kit</b>	Lockout/Tagout Equipment	1	All field work
<b>PPE Kits</b>	Arc-rated clothing, helmets, gloves	4	All field work

## 5.0 PROJECT TEAM AND SCHEDULE

### 5.1 Project Team

Team Member	Role	Assignment
<b>Ty Nielson</b>	Principal Engineer / Project Manager / Lead Field Engineer	Overall lead, field testing, report
<b>Nate O'Neel</b>	Principal Engineer / Field Testing & Data Analysis	Field measurements, PQ analysis
<b>Electrician Crew (2)</b>	Licensed Electrician — Meter hanging, PQ logger deployment, energized equipment access	3 days on-site support
<b>City of Spokane Staff</b>	Provide access and coordination and switching as needed for evaluation. Project support through duration of project.	Provide as-built record drawings and other requested project documentation

### 5.2 Schedule

The assessment is structured as a focused engagement with the following timeline:

Activity	Dates	Duration	Lead
Task 1: Kickoff & Documentation Review	Week 1	1 week	Ty Nielson

Task 2–3: On-Site Inspection & Diagnostic Testing	Weeks 2–3	~1 week	Ty / Nate
Power Quality Logger Deployment	Weeks 2–4	7+ days	Nate O'Neel
Task 4: Analysis & Assessment Report Preparation	Weeks 4–6	3 weeks	Ty / Nate
<b>Assessment Report Delivery</b>	<b>Week 6</b>	—	Ty Nielson

Total project duration: approximately 6 weeks from Notice to Proceed to report delivery.

## 6.0 FEE PROPOSAL

Services under this proposal will be performed on a Time and Expense (T&E) basis, billed monthly based on actual hours worked at the hourly rates specified herein plus reimbursable expenses at cost. The total cost is subject to a Not-to-Exceed (NTE) ceiling of \$65,000. CEG will not exceed the NTE value without prior written authorization from the City.

### Contract Value Structure

Contract Parameter	Value	Description
<b>Not-to-Exceed (NTE) Ceiling</b>	<b>\$65,000</b>	Maximum billable amount; will not be exceeded without written City authorization
<b>Estimated Target Completion Cost</b>	<b>\$38,000 – \$55,000</b>	Expected cost range based on anticipated level of effort and reimbursable expenses

### 6.1 Hourly Billing Rates

Personnel	Classification	Hourly Rate	Est. Hours
<b>Ty Nielson</b>	Principal Engineer / Project Manager	\$250/hr	80–120
<b>Nate O’Neel</b>	Principal Engineer / Field Testing & Analysis	\$250/hr	60–100

Labor will be billed monthly based on actual hours worked at the rates above. Invoices will include timesheet detail showing hours by task and date.

### 6.2 Estimated Labor Cost Range

Personnel	Rate	Est. Hours	Low Est.	High Est.
<b>Ty Nielson</b>	\$250/hr	80–120	\$20,000	\$30,000
<b>Nate O’Neel</b>	\$250/hr	60–100	\$15,000	\$25,000
<b>Subtotal — Engineering Labor</b>		<b>140–220</b>	<b>\$28,000</b>	<b>\$55,000</b>

## 7.0 REIMBURSABLE EXPENSES

The following categories of expenses are reimbursable at cost and are included within the NTE ceiling. Reimbursable expenses will be invoiced monthly with receipts.

### 7.1 Travel, Lodging, and Per Diem

Reimbursable travel expenses for 2 engineers for approximately 1 week on-site in Spokane, WA. Rates are based on GSA Federal Per Diem Rates for Spokane, WA (FY 2026) which are commonly referenced by City of Spokane contracts for reimbursable travel:

Expense Category	Rate	Quantity	Estimated Cost
Lodging (hotel)	\$126/night (GSA)	2 persons × 5 nights	\$1,260
Meals & Incidentals (M&IE)	\$86/day (GSA)	2 persons × 6 days	\$1,032
Mileage (POV)	\$0.725/mile (GSA)	~700 miles RT	\$508
Rental Vehicle (if applicable)	At cost	1 week	\$400–600
<b>Subtotal — Travel, Lodging, Per Diem</b>			<b>\$3,200–\$3,400</b>

*Note: GSA FY 2026 per diem rates for Spokane, WA: Lodging \$126/night, M&IE \$86/day. Federal mileage rate effective January 1, 2026: \$0.725/mile. Actual costs will be reimbursed with receipts not to exceed GSA rates.*

### 7.2 Subcontractor Labor — Licensed Electrician Crew

A licensed electrician crew (2 persons) is required on-site for approximately 3 days to support:

- Hanging electrical meters and clamp-on current sensors at panels and equipment
- Deploying and retrieving power quality monitor data loggers (AEMC PEL 113)
- Opening energized electrical equipment (panels, switchboards, transfer switches) for inspection and testing
- Providing LOTO (lockout/tagout) support where de-energization is required
- Circuit identification and equipment access assistance

Subcontractor	Rate	Duration	Estimated Cost
Licensed Electrician Crew (2 persons)	At cost (estimated)	3 days	\$3,600–\$5,400

*Electrician crew labor will be invoiced at actual subcontractor cost with supporting documentation.*

### 7.3 Test Equipment Rental

Specialized test equipment will be rented from a qualified instrumentation rental provider (e.g., Intellirent). All equipment will carry current calibration certificates.

Equipment	Duration	Estimated Cost
AEMC 6472, 6417, PEL 113 (x2), Fluke 1777, Ti401, clamp meters, multimeters, megohmmeter	2–3 weeks	\$3,500–\$4,600

Equipment rental will be invoiced at actual cost with vendor invoice documentation.

## 7.4 Total Estimated Cost Summary

Cost Category	Low Estimate	High Estimate
Engineering Labor (T&E)	\$28,000	\$55,000
Travel, Lodging, Per Diem	\$3,200	\$3,400
Subcontractor — Electrician Crew (3 days)	\$3,600	\$5,400
Test Equipment Rental	\$3,500	\$4,600
<b>Estimated Total</b>	<b>\$38,300</b>	<b>\$63,400</b>
<b>NOT-TO-EXCEED CEILING</b>		<b>\$65,000</b>

CEG will not exceed the NTE ceiling of \$65,000 without prior written authorization from the City. CEG will invoice monthly based on actual time and expenses incurred.

## 8.0 DELIVERABLES

- Kickoff meeting agenda and minutes
- Field investigation and test plan
- Field measurement data packages with calibration certificates
- Photographic documentation of all equipment and conditions
- Comprehensive Assessment Report including:
  - Executive summary of findings
  - Power Criteria, Grounding Criteria, and Transient Criteria sections
  - Detailed findings organized by Power, Grounding, and Transient Overvoltage Protection
  - Root cause analysis of circulating currents
  - CCB site readiness evaluation
  - Severity classifications and priority rankings for all findings
  - Code-compliant, constructible recommendations for remediation

## 9.0 REFERENCES

The following references will be utilized during the assessment:

- R.O. Associates, Ltd. — CCB/FTC Power, Grounding, and Lightning Protection Inspection Report (March 2004)
- NFPA 70 (NEC) — National Electrical Code, current edition as adopted by WA L&I and City of Spokane
- NFPA 70E — Standard for Electrical Safety in the Workplace
- NFPA 70B — Standard for Electrical Maintenance
- NFPA 780 — Standard for Installation of Lightning Protection Systems
- NFPA 1221 — Standard for Emergency Services Communications Systems
- IEEE Std 142 (Green Book) — Grounding of Industrial and Commercial Power Systems
- IEEE 1584 — Guide for Performing Arc-Flash Hazard Calculations
- IEEE 80 — Guide for Safety in AC Substation Grounding

- IEEE 519 — Harmonic Limits at PCC
- IEEE 1159 — Power Quality Monitoring
- IEC 61000-4-30 — Power Quality Measurement Methods
- ANSI C84.1 — Voltage Tolerance Context
- OSHA 29 CFR 1910 Subpart S — Electrical Safety
- ANSI/TIA-607 — Grounding and Bonding for Telecommunications
- ANSI/TIA-942 — Data Center Standards
- Motorola R56 — Standards and Guidelines for Communication Sites
- NEC Article 647 — Sensitive Electronic Equipment
- NENA-INF-024 — Site Characteristics
- Avista Electric Service Requirements
- Washington Administrative Code (WAC) electrical rules
- Manufacturer requirements for generators, UPS systems, ATS equipment, and SPDs

## 10.0 AUTHORIZATION

This proposal is valid for 90 days from the date of issue. Authorization to proceed may be granted by signature below or by issuance of a purchase order referencing this proposal.

### COLUMBIA ENGINEERING GROUP INC.

### CITY OF SPOKANE

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**Ty Nielson**

Principal Engineer  
tnielson@cegiusa.com

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**Kurt Monsen, PMP**

Project Manager  
509.867.7320 | kmonsens@spokanecity.org

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Date

---

Date



STATE OF WASHINGTON

# BUSINESS LICENSE

Profit Corporation

COLUMBIA ENGINEERING GROUP, INC.  
COLUMBIA ENGINEERING GROUP  
17509 NE 65TH CT  
VANCOUVER, WA 98686-1780

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Apr 09, 2021

Unified Business ID #: 604615851

Business ID #: 001

Location: 0001

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

- CEG CONSTRUCTION
- CEG GENERAL CONTRACTING
- COLUMBIA ENGINEERING GROUP

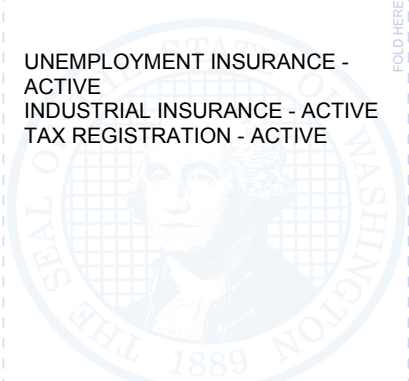
This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 604615851 001 0001

COLUMBIA ENGINEERING GROUP, INC.  
COLUMBIA ENGINEERING GROUP  
17509 NE 65TH CT  
VANCOUVER, WA 98686-1780

UNEMPLOYMENT INSURANCE - ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE



STATE OF WASHINGTON

Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



STATE OF WASHINGTON  
**BUSINESS LICENSING SERVICE**

**Thank you for filing online**

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

**Confirmation Number:** 0-051-713-157

**Filing Date and Time:** 04/08/2026 04:25:40 PM

**Payment Method:** Bank Account

**Business Entity Information**

Entity Type: Corporation  
Name of Entity: COLUMBIA ENGINEERING GROUP, INC.  
Account ID: 604615851-001-0001  
Firm Name: COLUMBIA ENGINEERING GROUP

<b>Endorsement(s) Applied For</b>	<b>Begin</b>	<b>End</b>	<b>Count</b>	<b>Fee</b>
Spokane General Business - Non-Resident	04/08/2026	04/30/2027	1	\$131.00
				<hr/>
				<b>\$131.00</b>

<b>Fee Type</b>	<b>Begin</b>	<b>End</b>	<b>Count</b>	<b>Fee</b>
BLS Processing Fee	04/08/2026		1	\$0.00
Spokane Empl Fee	04/08/2026		1	\$10.00
				<hr/>
				<b>\$10.00</b>

**Grand Total: \$141.00**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2026

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

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

<b>PRODUCER</b> LaPorte Insurance, LLC 6400 SE Lake Rd Ste 450 Milwaukie OR 97268	<b>CONTACT NAME:</b> Erica Zechmann <b>PHONE (A/C. No. Ext):</b> 971-404-3549 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> ezechmann@laporte-insurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Columbia Engineering Group, Inc. 17509 NE 65th Ct. Vancouver WA 98686	COLUENG-01	<b>INSURER A :</b> Western World Insurance Co <b>INSURER B :</b> United Financial Casualty Co <b>INSURER C :</b> SAIF Corporation <b>INSURER D :</b> Admiral Insurance Company <b>INSURER E :</b> <b>INSURER F :</b>
		NAIC #
		13196
		11770
		36196
		44318

**COVERAGES**

CERTIFICATE NUMBER: 467047375

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP6194823	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		04439776-3	6/8/2025	6/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100052025	11/1/2025	11/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Pollution Liability			EO000067963	1/1/2026	1/1/2027	Each Claim 1,000,000 Policy Aggregate 1,000,000

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

Certificate Holder and all required entities are additional insured when required by written contract. Endorsements attached.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
 808 W. Spokane Falls Blvd  
 Spokane WA 99201-3344

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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**This Endorsement Modifies Your Policy**  
(Effective At Inception Unless Another Date Shown Below)

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The insurance afforded by this policy for "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to the "additional insured" listed below for claims, suits, and/or damages made against the "additional insured," but only to the extent the "additional insured" is being held responsible for the acts, omissions and/or negligence of the "named insured."

This insurance afforded shall not apply to claims, suits and/or damages arising out of the acts, omissions and/or negligence of the "additional insured(s)."

The inclusion of the "additional insured(s)" shall not operate to increase the Limits of Insurance.

To the extent, if any, that this policy affords coverage to an "additional insured," the "additional insured" is subject to all of the terms of the policy.

Our obligation to provide coverage to an "additional insured" is further limited by the interest of the "additional insured" as defined below.

Interest of the Additional Insured(s) Defined:

Owner Or Contractor, As Required By Written Contract, For Work Performed  
For The Additional Insured By Our Named Insured  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the purpose of this endorsement, the "named insured" is the person(s) and/or party(ies) designated on the Declarations Page of the policy or on any endorsement. The "additional insured" is the person(s) and/or party(ies) identified below.

Identity of Additional Insured(s):

Owners Or Contractors, Where Required By Written Contract  
Naming Such Person(S) Or Organization(s) As Additional Insured(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Complete this section if endorsement is added after policy is issued.)		
_____ Policy Number	_____ Endorsement Number	_____ Endorsement Effective Date
_____ Signature of Authorized Representative	_____ Producer Number	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and 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 writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 05/18/2026**Committee Agenda type:** Consent**Council Meeting Date:** 06/08/2026

		<b>Date Rec'd</b>	5/13/2026
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	STREET	<b>Bid #</b>	
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744	<b>Requisition #</b>	CR 28629
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> YES	
<b>Agenda Item Name</b>	FREDERICK AVE CHIP SEAL PROJECT		

**Agenda Wording**

The Streets Department is seeking approval of a contract with the County of Spokane to complete a chip seal project on Frederick Avenue, between Freya Street and Havana Street at a cost estimated to be \$86,050.

**Summary (Background)**

The County of Spokane has offered to chip seal Frederick Avenue, between Freya Street and Havana Street utilizing the County work force to extend an adjoining project they are doing into the city will benefit both agencies.

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 86,050.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 86,050.00	# 1100-21700-42300-54201-99999
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b> N/A	
<b>Funding Source Type</b> Select	
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	HARRIS, CLINT E.
<b>Division Director</b>	SNYDER, JON
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>PURCHASING</b>	PRINCE, THEA
<b>Distribution List</b>	
Becca McConnaughey	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	jdykes@spokanecity.org



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF SPOKANE AND THE CITY  
OF SPOKANE**

**Re: County Worker Chip Seal City Road**

This Agreement is made and entered into by and between the County of Spokane, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES." The COUNTY and CITY agree as follows.

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the County has offered to chip seal Frederick Avenue, between Freya Street and Havana Street utilizing County work force at a below market reasonable price to the City; and

WHEREAS, City's road is in need of repair.

NOW, THEREFORE,

The Parties agree as follows:

**1. PURPOSE.** The Parties desire to cooperatively engage in City Road improvement utilizing County and City authority conferred per RCW 35.77.020 and 030. Chip Seal Repair on Frederick Avenue, between Freya Street and Havana Street.

**2. COMPENSATION.** Total compensation for the COUNTY'S services under this Agreement shall be a maximum amount not to exceed **EIGHTY-SIX THOUSAND FIFTY AND NO/100 DOLLARS (\$86,050.00)** plus tax if applicable, unless modified by a written amendment to this Agreement. This the is the maximum amount to be paid un this Agreement for the work described in Section 1 above and shall be exceeded without the prior written authorization of both parties.

**3. PAYMENT.** The COUNTY shall submit its applications for payment to Spokane Street Department, 901 North Nelson Street, Spokane, Washington 99202. Payment will be

made via direct deposit/ACH within thirty (30) days after receipt of the COUNTY'S application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the COUNTY and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. DURATION.** This Agreement is effective upon signature by both Parties and shall run until road project completion.

**5. TERMINATION.** Either party may terminate this Agreement, with or without cause, prior to expiration of the Agreement upon thirty (30) days written notice to the other Party. In the event of such termination, CITY will pay COUNTY for all work previously authorized and performed by CITY prior to such termination.

**6. AGREEMENT ADMINISTRATION.** No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held, or disposed of pursuant to this Agreement.

**7. LEGAL RELATIONS AND INDEMNIFICATION.** COUNTY shall indemnify, defend, and hold harmless the CITY, its officers, employees, and agents from any action, claim, or proceedings instituted by any third party, arising out of the COUNTY'S performance, purported performance, or failure of performance in connection with the CITY road construction work authorized by this agreement. Other than as provided above, CITY shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from any action, claim, or proceedings arising from the negligence of the city, its officers, employees and agents, except to the extent of the concurrent negligence of COUNTY.

**8. CHAPTER 39.34 RCW REQUIRED CLAUSES.**

- A. Purpose. See above.
- B. Duration. See above.
- C. Organization of Separate Entity and Its Powers. See above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. This Agreement may be filed with the Parties' respective City Clerks and published on the Parties' websites, as available.
- F. Financing/Compensation. See above.
- G. Termination. See above.
- H. Property upon Termination. No property acquisitions expected.

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

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
AL FRENCH, Chair

ATTEST

\_\_\_\_\_  
JOSH KERNS, Vice-Chairman

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

\_\_\_\_\_  
MARY L. KUNEY, Commissioner

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

CITY OF SPOKANE

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

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

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

Attest:

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

Approved as to form:

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

U26-062a

**From:** [Cafaro, Christopher](#)  
**To:** [Aiumu, Kailei](#)  
**Subject:** FW: Estimate for Frederick Av  
**Date:** Wednesday, May 13, 2026 9:09:23 AM  
**Attachments:** [image006.png](#)

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**From:** McConnaughey, Becca <[RMCCONNAUGHEY@spokanecounty.gov](mailto:RMCCONNAUGHEY@spokanecounty.gov)>  
**Sent:** Tuesday, April 14, 2026 6:32 PM  
**To:** Cafaro, Christopher <[ccafaro@spokanecity.org](mailto:ccafaro@spokanecity.org)>  
**Subject:** Estimate for Frederick Av

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hi Chris,

I want to apologize for getting this to you so late, we have been swamped over here. The estimate below is for the double chip seal on Frederick Av, between Freya St and Havana St. We would use 3/8" aggregate followed by 1/4" aggregate. We use PMRE emulsion which does a fabulous job and we usually do not have a lot of rock loss. I included sweeping 3 times (1 time prior and 2 times post chip seal) but that might change depending on what the road will need. I would expect this estimate to be on the high side, but wanted to include anything that might happen. Of course, we would need to invoice you the actual expenses so they won't be exactly this amount but should be close.

I don't have an exact timeframe of when we would do the work, but it is tentatively scheduled for early to mid-June. Let me know if you would still like for us to do the work and if that timeframe works for you. I am willing to change the date if you need.

City of Spokane			
Frederick Av from Freya St to Havana St			
	SY	Cost/SY	Estimated Cost
Double Chip Seal	9,900	\$6.00	\$59,400
Fog Seal	9,900	\$0.60	\$5,940
Sweeping (3x)	9,900	\$0.30	\$2,970
Indirect Rate (21.21%):			\$17,740
<b>SubTotal:</b>			<b>\$86,050</b>

Thank you,

Becca McConnaughey  
Spokane County Public Works  
Maintenance Program Manager  
(509)477-7470