

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the February 26, 2024, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of February 26, 2024:**

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 620 06087; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, February 23, 2024, and ending at 6:00 p.m. on Monday, February 26, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on February 26, 2024. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m.
- B. Members of the public can sign up for open forum beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) minutes unless a majority of the council members in attendance vote on an alternate time limit.
- C. No action, other than a statement of council members' intent to address the matter in the future, points of order, or points of information will be taken by council members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the city. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, no person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2@spokanecity.org](mailto:citycouncil2@spokanecity.org). **To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.** Individuals speaking during open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

**Rule 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is



to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

## **Rule 2.15      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the council regarding the following items during the council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted. **To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.**
- F. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- G. When addressing the council, members of the public shall direct all remarks to the council president, shall refrain from remarks directed personally to any council member or any other individual, and shall confine remarks to the matters that are specifically before the council at that time.
- H. City employees or city officials (including members of city boards and commissions) may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  - 3. Do not use, or be perceived to use, city funds, including giving testimony during paid work time or while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, city staff, and others, are addressing the council, council members shall observe the same decorum and process as the rules require among the members *inter se*. That is, a council member shall not engage the person addressing the council in colloquy but shall speak only when granted the floor by the council president. All persons and/or council members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a city attorney shall, with the assistance of council staff, assist the council president to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.
- J. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal

Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.

- K. Members of the public may photograph or film council proceedings subject to the limitations in this rule. No flash photography or other lighting is permitted. Except during portions of the meeting council meeting involving presentation of awards, proclamations, salutations or other commemorative events, all photography and filming shall be conducted from the areas of Council Chambers or meeting room set aside for members of the media, and no photography or filming shall be permitted from center or side aisles or from the seating area, as such activity may disrupt the ability of the public to view the council meeting. Individuals violating this rule may be subject to removal pursuant to Rule 2.13. This rule does not prohibit individuals from recording the meeting with audio equipment that does not disrupt the orderly conduct of the meeting.

## **Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The city council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. The chair may allow additional time if the speaker is asked to respond to questions from the council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a mayoral veto, or solely procedural, parliamentary, or administrative matters of the council.
- D. Public testimony will be taken on consent and legislative items that are moved to council's regular briefing session or study session unless a majority of council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the council president:
1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.

- f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
  4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at [citycouncil2spokanecity.org](mailto:citycouncil2spokanecity.org).
- H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.<sup>1</sup>

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<sup>1</sup> <https://my.spokanecity.org/citycouncil/members/>

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 26, 2024

### **MISSION STATEMENT**

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES  
THAT FACILITATE ECONOMIC OPPORTUNITY  
AND ENHANCE QUALITY OF LIFE.**

**MAYOR LISA BROWN**

**COUNCIL PRESIDENT BETSY WILKERSON**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER PAUL DILLON**

**COUNCIL MEMBER LILI NAVARRETE**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KITTY KLITZKE**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**

## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

## BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org/citycouncil/documents/>.

## **BRIEFING SESSION**

**(3:30 p.m.)**

**(Council Chambers Lower Level of City Hall)**

**(No Public Testimony Taken)**

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

**ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE ADVANCE AGENDA**

**CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

**(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)**

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## **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

**(Announcements regarding Changes to the City Council Agenda)**



**BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

**APPOINTMENTS****RECOMMENDATION**

Police Ombudsman Commission: One Reappointment

Confirm

CPR 2015-0034

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**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |  |         |                                 |
|--|---------|---------------------------------|
| 1. Purchase from Pape Machinery (Spokane) of two John Deere 724P wheel loaders for the Waste to Energy Facility—\$855,178 (incl. tax). (Council Sponsor: Council President Wilkerson)<br><b>Rick Giddings</b>  | Approve | OPR 2024-0122                   |
| 2. Purchase from Dobb's Peterbilt (Spokane) of a Peterbilt Model 567 heavy haul day cab tractor for the Waste to Energy Facility—not to exceed \$208,000 (incl. tax). (Council Sponsor: Council President Wilkerson)<br><b>Rick Giddings</b>   | Approve | OPR 2024-0123                   |
| 3. Amendment to Five-Year Value Blanket Order with LN Curtis & Sons (Kent, WA) for the purchase of structural protective gear for the Fire Department due to increases in costs and hiring of new members—additional \$1,200,000. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)<br><b>Chief Julie O'Berg</b>     | Approve | OPR 2021-0251<br>RFP 5332-20    |
| 4. Master Value Blanket Order with Camtek, Inc. (Spokane) for as-needed purchase of security camera systems and related items, and video management software for multiple City departments—\$500,000. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)<br><b>Dave Steele</b>  | Approve | OPR 2024-0124<br>PW ITB 5983-23 |
| 5. Public Works Agreement with Camtek, Inc. (Spokane) for installation, repair, and upgrades of security camera systems and video management software from January 1, 2024, through December 31, 2024—not to exceed \$300,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)<br><b>Dave Steele</b> | Approve | OPR 2024-0125<br>PW ITB 5983-23 |

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|-----|---|----------------|---------------|
| 6.  | Interlocal Agreement with Spokane Transit Authority for Spokane Police Department Plaza police services in and around 701 W. Riverside Avenue from January 1, 2024, through December 31, 2024. (Deferred from January 29, 2024, Agenda) (Council Sponsors: Council Member Cathcart and Bingle)<br><b>Mike McNab</b>   | Approve        | OPR 2024-0047 |
| 7.  | Service Level Agreement with Spokane Regional Emergency Communications regarding emergency communications services for the dispatch of fire related emergency services beginning January 1, 2023—\$150,000 per month. (Deferred from January 29, 2024, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)<br><b>Tom Williams</b>   | Approve        | OPR 2023-0246 |
| 8.  | CHHS Board Recommendations for Department of Commerce Homeless, Housing, Operations, and Services funding allocations for contract term of three years (July 1, 2024, through June 30, 2027) and approval to allow CHHS to enter into contract agreements with the subrecipients—Total Award Recommendation: \$7,688,717. (Deferred from February 5, 2024, Agenda) (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)<br><b>Keri Cederquist</b>   | Approve        | OPR 2024-0068 |
| 9.  | Personal Services Agreement with Gordon Truck Center, Inc. dba Freightliner Northwest (Pacific, WA) from October 1, 2023, through December 31, 2023, for transmission repair to Spokane Fire Department's Quint 11 fire truck—\$27,487.32 (plus tax, if applicable). Another transmission repair was required in 2023 at a cost of \$29,933.69. Total cost for both repairs: \$57,421.01. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)<br><b>David Stockdill</b> | Approve        | OPR 2024-0126 |
| 10. | Personal Service Agreements for heavy duty equipment body repair services for the Fleet Services Department and the Fire Department from January 1, 2024, through December 31, 2028, with:  | Approve<br>All | RFP 6015-23   |
|     | a. Fleet Painting (Spokane)—\$300,000 (plus tax, if applicable).  |                | OPR 2024-0127 |
|     | b. Western Peterbilt, LLC dba Dobbs Peterbilt (Liberty Lake, WA)—\$200,000 (plus tax, if applicable).<br>(Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)<br><b>David Stockdill</b>  |                | OPR 2024-0128 |

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|--|------------------------|----------------------|
| <p>11. Amendment to Continuum of Care Program Grant Agreement consolidating three of Volunteers of America's permanent supportive housing grants into one—\$706,550. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)<br/><b>Adam Schooley</b></p> | <p>Approve</p>         | <p>OPR 2023-1055</p> |
| <p>12. Multiple Family Housing Property Tax Exemption Conditional Agreements with:</p>   | <p>Approve<br/>All</p> |                      |
| <p>a. Kandi Stickman &amp; Leon Williams for the future construction/renovation of approximately 4 units at Parcel Number 25133.0222, commonly known as 2404 W. College Avenue. (Council Sponsors: Council President Wilkerson and Council Member Zappone)</p>     |                        | <p>OPR 2024-0129</p> |
| <p>b. Steve Schmautz for the future construction/renovation of approximately 42 units at Parcel Number 35192.2204, commonly known as 702 W. 2nd Avenue (also known as 204 S. Wall Street). (Council Sponsors: Council Members Bingle and Cathcart)</p>             |                        | <p>OPR 2024-0130</p> |
| <p>c. Bauer Properties, LLC, for the future construction/renovation of approximately 8 units at Parcel Number 35274.0717, commonly known as 4107 E. 28<sup>th</sup> Avenue. (Council Sponsors: Council President Wilkerson and Council Member Dillon)</p>          |                        | <p>OPR 2024-0131</p> |
| <p>d. Wharton Lofts, LLC, for the future construction/renovation of approximately 17 units at Parcel Number 35191.2305, commonly known as 411 W. 1<sup>st</sup> Avenue. (Council Sponsors: Council Members Bingle and Cathcart)</p>                                |                        | <p>OPR 2024-0132</p> |
| <p>e. Excelsior Wellness for the future construction/renovation of approximately 36 units at Parcel Numbers 25122.2802, .1604, and .1702, commonly known as 2303 W. Northwest Boulevard. (Council Sponsors: Council Members Klitzke and Zappone)</p>               |                        | <p>OPR 2024-0133</p> |
| <p>f. Thrive International for the future construction/renovation of approximately 51 units at Parcel Number 36294.0063, commonly known as 6980 N. Nevada Street. (Council Sponsors: Council Members Cathcart and Bingle)</p>                                      |                        | <p>OPR 2024-0134</p> |

- g. 49 GKIDS, LLC, for the future construction/renovation of approximately 5 units at Parcel Number 35204.2904, commonly known as 1135 S. Arthur Street. (Council Sponsors: Council President Wilkerson and Council Member Dillon) OPR 2024-0135
- h. Jason Paull & Aaron Fa for the future construction/renovation of approximately 7 units at Parcel Number 35171.0407, commonly known as 803 E. Sharp Avenue. (Council Sponsors: Council Members Cathcart and Bingle) OPR 2024-0136
- i. Harlan Douglass for the future construction/renovation of approximately 192 units at Parcel Number 36204.0069, commonly known as 8625 N. Nevada Street. (Council Sponsors: Council Members Bingle and Cathcart) OPR 2024-0137
- j. Nikolay & Lyubov Gurdyumov for the future construction/renovation of approximately 4 units at Parcel Number 35091.3202, commonly known as 2501 E. Upriver Drive. (Council Sponsors: Council Members Bingle and Cathcart) OPR 2024-0138

The Conditional Agreements will ultimately result in the issuances of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction.

**Amanda Beck**

13. Interdepartmental Agreement between the Community and Economic Development Division and the Public Works Division from January 1, 2024, through December 31, 2034, to facilitate the development of the land above CSO Tank 34-1 in the East Sprague Business Improvement District—\$300,000. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle) Approve OPR 2024-0139
14. Intergovernmental Agreement with Spokane County regarding the biannual renewal of the Commute Trip Reduction Program through June 30, 2025. (Council Sponsors: Council Members Zappone and Klitzke) Approve OPR 2024-0140

**Della Mutungi**

- |   |                |                              |
|---|----------------|------------------------------|
| 15. Home Program Agreement with Proclaim Liberty West, LLC, awarding HOME Investment Partnership grant funds for the completion of the Liberty Park Terrace Expansion—\$1,100,000. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)<br><b>Heather Page</b>  | Approve        | OPR 2024-0141                |
| 16. Amendment to Promissory Note and Deed of Trust regarding Proclaim Liberty Affordable Housing Loan Agreement, increasing the percentage rate from 2% to 3% and extending the loan maturity from 2023 to 2044. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)<br><b>Richard Culton</b>  | Approve        | OPR 2020-0528                |
| 17. Contract Amendment with Family Promise of Spokane amending the scope of work to change the supported number of shelter beds from 60 to 17 to concur with the amount of the awarded funding. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)<br><b>Keri Cederquist</b>  | Approve        | OPR 2019-0723                |
| 18. Grant Acceptance from the Washington State Department of Commerce for Phase 1 climate planning pursuant to required GMA/comprehensive plan 2026 periodic updates—\$420,000 Revenue. (Council Sponsors: Council Members Zappone, Klitzke, and Bingle)<br><b>Maren Murphy</b>   | Approve        | OPR 2024-0142                |
| 19. Grant Agreements with the Washington State Department of Ecology for:   | Approve<br>All |                              |
| a. Washington Basin Stormwater Project—\$262,500 Revenue.   |                | OPR 2024-0143<br>ENG 2017178 |
| b. Francis/Assembly Stormwater Facility—\$127,500 Revenue.  |                | OPR 2024-0144<br>ENG 2024052 |
| c. CSO Basin 34 (I-90) Stormwater Mitigation/Separation—\$5,015,000 Revenue.<br>(Council Sponsor: Council President Wilkerson)<br><b>Mark Papich</b>  |                | OPR 2024-0145<br>ENG 2018052 |
| 20. Community Wildfire Defense Grant Agreement with the Washington State Department of Natural Resources to be used on mitigation measures and other actions to reduce wildfire risk—\$1,503,000 Revenue. (Relates to Special Budget Ordinance C36493) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)<br><b>Deputy Fire Chief Lance Dahl</b> | Approve        | OPR 2024-0147                |

## 21. Report of the Mayor of pending:

Approve &  
Authorize  
Payments

CPR 2024-0002

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2024, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.

- b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2024: \$\_\_\_\_\_.

CPR 2024-0003

## 22. City Council Meeting Minutes: \_\_\_\_\_, 2024.

Approve  
All

CPR 2024-0013

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

## ORD C36493

## Fire Grants Misc Fund

1) Increase revenue by \$1,503,000.

A) Of the increased revenue, \$1,503,000 is provided solely for grant reimbursement revenue from the Department of Natural Resources.

2) Increase appropriation by \$1,503,000.

A) Of the increased appropriation, \$1,500,000 is provided solely for contractual services.

B) Of the increased appropriation, \$3,000 is provided solely for supplies/equipment.

and

## Fire/EMS Fund

1) Increase revenue by \$75,000.

A) Of the increased revenue, \$25,000 is provided solely for fire protection and EMS.

B) Of the increased revenue, \$50,000 is provided solely as interfund other general government services.

2) Increase appropriation by \$75,000.

A) Of the increased appropriation, \$75,000 is provided solely for contractual services.

(This action arises from the award and acceptance of the Dept. of Natural Resources' Community Wildfire Defense Grant.) (Relates to Consent Agenda Item No. 20) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

**Deputy Fire Chief Lance Dahl**

ORD C36494

American Rescue Plan Fund

1) Reallocate the appropriation of \$3,128,000 that was previously allocated for the purpose of the Municipal Court Justice Building.

A) Of the reallocated appropriation, \$3,128,000 is provided solely for an operating transfer-out to the Property Acquisition Police Fund for police vehicle purchase.

and

Property Acquisition Police Fund

1) Increase revenue by \$3,128,000.

A) Of the increased revenue, \$3,128,000 is provided solely as an operating transfer-in from the American Rescue Plan Fund.

2) Increase appropriation by \$3,128,000.

A) Of the increased appropriation, \$3,128,000 is provided solely for an operating transfer-out to the General Fund.

and

General Fund

1) Increase revenue by \$3,128,000.

A) Of the increased revenue, \$3,128,000 is provided solely as an operating transfer-in from the Property Acquisition Police Fund.

(This action arises from the need to provide appropriation authority to fund police capital for vehicles.) (Council Sponsors: Council President Wilkerson and Council Member Dillon)

**Michelle Murray**

ORD C36495

Miscellaneous Grants Fund

1) Increase revenue by \$20,000.

A) Of the increased revenue, \$20,000 is provided solely for receipt of award from the Smith-Barbieri Progressive Fund on behalf of Municipal Court.

2) Increase appropriation by \$20,000.

A) Of the increased appropriation, \$3,000 is provided solely for operating supplies.

B) Of the increased appropriation, \$3,000 is provided solely for clothing.

C) Of the increased appropriation, \$14,000 is provided solely for miscellaneous services.



(This action arises from the need to take receipt of the Smith-Barbieri Progressive Fund award and execute the award as intended.) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

**Sarah Thompson**

ORD C36496

Building Services (DSC) Fund

- 1) Add one classified Plan Examiner position (from 5 to 6).
  - 2) Increase the appropriation for a Plan Examiner position by \$89,876. The appropriation provides budget authority for salary and benefits through the rest of the current fiscal year.
- A) This is an increase to the overall appropriation level in the Building Services (DSC) Fund.

(This action arises from the need to add a new position in the DSC department to support plan review activities.) (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)

**Tami Palmquist**

## EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36497

Concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code, and declaring an emergency (Interim Zoning Ordinance). (Council Sponsors: Council Members Zappone and Dillon)

**Chris Wright**

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2024-0022

Expressing support for the operational actions to support the American Aerospace Materials Manufacturing Center (Spokane Tech Hub). (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)

**Spencer Gardner**

ORD C36485

Relating to the regulation of special events and establishing a process allowing for expanded events, amending Sections 10.39.030, 10.39.040, and 10.39.050 of the Spokane Municipal Code. (Deferred from February 12, 2024, Agenda) (As amended during the February 12, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Zappone and Dillon)

**Chris Wright**

## NO FIRST READING ORDINANCES

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## NO SPECIAL CONSIDERATIONS

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## NO HEARINGS

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## OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the Current or Advance Agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

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### Motion to Approve Advance Agenda for February 26, 2024 (per Council Rule 2.1.2)

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## ADJOURNMENT

The February 26, 2024, Regular Legislative Session of the City Council is adjourned to March 4, 2024.

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**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 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.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlovmaster@spokanecity.org](mailto:mlovmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



**NOTES**



## Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

**Date Rec'd**

2/13/2024

**Clerk's File #**

CPR 2015-0034

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

CITY COUNCIL

**Project #**

**Contact Name/Phone**

GIACOBBE X6715

**Bid #**

**Contact E-Mail**

GBYRD@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Boards and Commissions

**Council Sponsor(s)**

**Agenda Item Name**

0320 - REAPPOINTMENT OF JENNY ROSE TO THE OPOC

### **Agenda Wording**

Re-appointment of Jenny Rose to a fourth 3-year term representing District 3 on the Office of the Police Ombudsman Commission from 9/15/2024-9/14/2026.

### **Summary (Background)**

Pursuant to the City Charter, "the commission shall consist of a minimum of five members, two nominated by the mayor and appointed by the city council and one member from each of the three city council districts nominated and appointed by the city council." Jenny Rose is the city council District 3 nomination.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

**Additional Approvals**

**Distribution List**



## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/8/2024

**Clerk's File #**

OPR 2024-0122

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

FLEET SERVICES

**Project #**

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Bid #**

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON

**Agenda Item Name**

(11/20) - 5100 PURCHASE OF 2 WHEEL LOADERS FOR WTE

### **Agenda Wording**

Fleet Services would like to purchase 2 John Deere 724P Wheel Loaders for the Waste to Energy Plant from Pape Machinery Spokane using a Sourcewell contract.

### **Summary (Background)**

Fleet Services would like to purchase 2 John Deere 724P Wheel Loaders for the Waste to Energy Plant from Pape Machinery Spokane using a Sourcewell contract. The total cost including tax is \$855,178. These will replace tipping floor loaders that have exceeded their economic lifespan.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 855,178

Current Year Cost \$ 855,178

Subsequent Year(s) Cost \$ 0

### **Narrative**

#### **Amount**

#### **Budget Account**

Expense \$ 855,178

# 5901-79223-94000-56401

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

GIDDINGS, RICHARD

**Division Director**

**Accounting Manager**

**Legal**

**For the Mayor**

**Additional Approvals**

**Distribution List**



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 509-625-7706
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100-Purchase of 2 Wheel Loaders for WTE
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase 2 John Deere 724P Wheel Loaders for the Waste to Energy Plant from Pape Machinery Spokane using a Sourcewell contract. The total cost including tax is \$855,178. These will replace tipping floor loaders that have exceeded their economic lifespan.
<b>Proposed Council Action</b>	Approve Purchase
<b>Fiscal Impact</b> Total Cost: <u>\$855,178</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: SIP Loan  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No Impact Identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Lifecycle cost data is collected by Fleet to ensure cost effectiveness.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.	

Quote Id: 28522334

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Prepared For:  
**CITY OF SPOKANE FLEET**



Prepared By: **PETER VAN VOORHIS**

Pape Machinery, Inc.  
W 6210 Rowand Road  
Spokane, WA 99224

Tel: 509-838-5252  
Fax: 509-558-2485  
Email: [pvanvoorhis@papemachinery.com](mailto:pvanvoorhis@papemachinery.com)

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**Quote Summary****Prepared For:**

CITY OF SPOKANE FLEET  
915 N NELSON ST  
SPOKANE, WA 99202  
Business: 509-625-7865

**Prepared By:**

PETER VAN VOORHIS  
Pape Machinery, Inc.  
W 6210 Rowand Road  
Spokane, WA 99224  
Phone: 509-838-5252  
pvanvoorhis@papemachinery.com

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

**Quote Id:** 28522334  
**Created On:** 03 April 2023  
**Last Modified On:** 26 April 2023  
**Expiration Date:** 25 April 2024

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 724 P-Tier Wheel Loader	\$ 408,680.21 X	2 =	\$ 817,360.42
Extended Warranty	\$ 18,908.80 X	2 =	\$ 37,817.60
Extended Warranty, 724 P, Power Train And Hydraulics, 12000 Total Hours or 48 Total Months, \$0 Deductible			
<b>Sub Total</b>			<b>\$ 855,178.02</b>
<b>Equipment Total</b>			<b>\$ 855,178.02</b>

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**Quote Summary**

Equipment Total	\$ 855,178.02
SubTotal	\$ 855,178.02
Total	\$ 855,178.02
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 855,178.02</b>

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**Salesperson : X** \_\_\_\_\_**Accepted By : X** \_\_\_\_\_

# Selling Equipment

**Quote Id:** 28522334

**Customer:** CITY OF SPOKANE FLEET

## JOHN DEERE 724 P-Tier Wheel Loader

**Hours:**
**Stock Number:**

				<b>Selling Price</b>
				\$ 408,680.21
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
6071DW	724 P Wheel Loader	2	\$ 385,963.00	\$ 810,522.30
Standard Options - Per Unit				
183E	JDLink™	2	\$ 0.00	\$ 0.00
0202	United States	2	\$ 0.00	\$ 0.00
0259	English	2	\$ 0.00	\$ 0.00
0351	Translated Text Labels	2	\$ 0.00	\$ 0.00
0401	Waste Handler	2	\$ 0.00	\$ 0.00
0452	High Lift Z-BAR	2	\$ 6,993.00	\$ 13,986.00
0614	Level 1 Trim	2	\$ 0.00	\$ 0.00
0654	Level 1 Performance	2	\$ 0.00	\$ 0.00
0951	Rear Camera (Primary Display)	2	\$ 0.00	\$ 0.00
1100	Less Detection System	2	\$ 0.00	\$ 0.00
1301	Left Side Steps	2	\$ 0.00	\$ 0.00
1602	Steering Wheel	2	\$ 0.00	\$ 0.00
2201	Less Payload Scale w/ Cycle Counter	2	\$ 130.20	\$ 260.40
4067	John Deere 9.0L - FT4/SV	2	\$ 49,031.85	\$ 98,063.70
5100	Less Wheels & Tires	2	\$ 0.00	\$ 0.00
5550	Less Fenders And Rear Platforms	2	\$ 0.00	\$ 0.00
6520	Less Counterweight & Rear Hitch	2	\$ -2,108.40	\$ -4,216.80
7026	Joystick Controls	2	\$ 0.00	\$ 0.00
7053	Two Function Hydraulics	2	\$ 0.00	\$ 0.00
7408	Factory Pin-on Bucket Ready	2	\$ 0.00	\$ 0.00
7458	Bolt-On Cutting Edge	2	\$ 2,741.55	\$ 5,483.10
7500	Less Fork Frame	2	\$ 0.00	\$ 0.00
7700	Less Tines	2	\$ 0.00	\$ 0.00
7807	4.75 YD (3.63 CM) Enhanced Performance	2	\$ 16,241.40	\$ 32,482.80
8082	Electrical Corrosion Prevention Package	2	\$ 1,570.80	\$ 3,141.60
8295	Heated And Powered Exterior Mirrors	2	\$ 784.35	\$ 1,568.70
8500	Cold Weather Package	2	\$ 916.65	\$ 1,833.30
8501	Debris Package	2	\$ 3,752.70	\$ 7,505.40
8505	Guards - Transmission & Bottom	2	\$ 2,810.85	\$ 5,621.70
8508	Auxiliary Equipment Package	2	\$ 1,233.75	\$ 2,467.50
	Sourcewell Discount 39% Contract 032119-JDC	2	\$ -190,850.34	\$ -381,700.68
<b>Standard Options Total</b>				<b>\$ -213,503.28</b>

# Selling Equipment

**MACHINERY**

Quote Id: 28522334

Customer: CITY OF SPOKANE FLEET

Dealer Attachments				
LE36C1A5 BYT11791	Setco Cutting Rubber Cutting Edge	2	\$ 2,625.00	\$ 5,250.00
	Setco Solid Tires 23.5 X 25" SW AR	2	\$ 47,473.65	\$ 94,947.30
	Waste Handler Package	2	\$ 43,776.60	\$ 87,553.20
<b>Dealer Attachments Total</b>				<b>\$ 187,750.50</b>
Value Added Services				
	Extended Warranty	2	\$ 18,908.80	\$ 37,817.60
<b>Value Added Services Total</b>				<b>\$ 37,817.60</b>
Other Charges				
	Pre Delivery Inspection	2	\$ 1,724.00	\$ 3,448.00
	Tire Freight	2	\$ 3,489.00	\$ 6,978.00
	After Sales Inspection	2	\$ 1,989.00	\$ 3,978.00
	Deliver Charge	2	\$ 12,423.00	\$ 24,846.00
	Freight to GR	2	\$ 5,278.00	\$ 10,556.00
<b>Other Charges Total</b>				<b>\$ 49,806.00</b>
<b>Suggested Price</b>				<b>\$ 872,393.12</b>
Customer Discounts				
<b>Customer Discounts Total</b>			<b>\$ -8,607.55</b>	<b>\$ -17,215.10</b>
<b>Total Selling Price</b>				<b>\$ 855,178.02</b>

**Extended Warranty Proposal****PowerGard™ Protection Plan****4WD Loaders****Date :** April 26, 2023

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	4WD Loaders	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 18,908.80
Model	724 P	Total Months:	48		
Country	US	Total Hours:	12000	Date Quoted	April 3, 2023
MFWD/Tracks	N				

**Scraper Use**

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

**Extended Warranty Proposal Prepared for:**

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

**4WD Loaders****Date :** April 26, 2023

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	4WD Loaders	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 18,908.80
Model	724 P	Total Months:	48		
Country	US	Total Hours:	12000	Date Quoted	April 26, 2023
MFWD/Tracks	N				

**Scraper Use**

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.



**Extended Warranty Proposal Prepared for:**

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

**What Extended Warranty is :**

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

**What Extended Warranty is not :**

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 02/26/2024

**Committee Agenda type:** Consent

<b>Date Rec'd</b>	2/8/2024
<b>Clerk's File #</b>	OPR 2024-0123
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Council Sponsor(s)</b>	BWILKERSON
<b>Agenda Item Name</b>	(11/20) - 5100 PURCHASE OF DAY CAB SEMI TRACTOR FOR WTE

**Agenda Wording**

Fleet Services would like to purchase 1 Peterbilt Model 567 Heavy Haul Day Cab Tractor for the Waste to Energy Plant from Dobb's Peterbilt of Spokane using a Sourcewell contract.

**Summary (Background)**

Fleet Services would like to purchase 1 Peterbilt Model 567 Heavy Haul Day Cab Tractor for the Waste to Energy Plant from Dobb's Peterbilt of Spokane using a Sourcewell contract. Total cost including tax is not to exceed \$208,000. This will replace a rental unit for which monthly costs have recently increased beyond financial viability.

Lease? NO Grant related? NO Public Works? NO

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	NO
Total Cost	\$ 208,000
Current Year Cost	\$ 208,000
Subsequent Year(s) Cost	\$ 0

**Narrative**

<b>Amount</b>	<b>Budget Account</b>
Expense \$ 208,000	# 5901-79223-94000-56401
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

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

## Distribution List

[illegible]

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 509-625-7706
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100-Purchase of Day Cab Semi Tractor for WTE
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase 1 Peterbilt Model 567 Heavy Haul Day Cab Tractor for the Waste to Energy Plant from Dobb's Peterbilt of Spokane using a Sourcewell contract. Total cost including tax is not to exceed \$208,000. This will replace a rental unit for which monthly costs have recently increased beyond financial viability.
<b>Proposed Council Action</b>	Approve Purchase
<b>Fiscal Impact</b> Total Cost: <u>\$208,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: SIP Loan  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No Impact Identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Lifecycle cost data is collected by Fleet to ensure cost effectiveness.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.	



## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 02/05/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/6/2024

**Clerk's File #**

OPR 2021-0251

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

FIRE

**Project #**

**Contact Name/Phone**

CHIEF JULIE (509)625-7003

**Bid #**

RFP 5332-20

**Contact E-Mail**

JOBERG@SPOKANECITY.ORG

**Requisition #**

VALUE BLANKET

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON PDILLON MCATHCART

**Agenda Item Name**

1970 EMS AMENDMENT TO LN CURTIS VALUE BLANKET

### **Agenda Wording**

Amendment to LN Curtis Value Blanket to add an additional spending authority of \$1,200,000 through the end of the contract term; April 4th, 2026.

### **Summary (Background)**

Spokane Fire issued Request for Proposal 5332-20 in 2020 and entered into a 5-year value blanket, not to exceed \$1,200,000, with LN Curtis to provide personal protection equipment. Due to increases in costs along with department hiring of new members, the value blanket is exhausted. Department is requesting an amendment to value blanket 301242 to add an additional spending authority of \$1,200,000 through the end of the contract term; April 4th, 2026.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget?

Total Cost

\$ Not to exceed \$1,200,000

Current Year Cost

\$ 339,295 est.

Subsequent Year(s) Cost

\$ 860,705 est.

### **Narrative**

Due to unforeseen events, the total cost of structural protective gear purchased by Spokane Fire has exceeded the previously determined total value for the structural gear value blanket. The action does not necessitate an increase to budget or funding.

### **Amount**

### **Budget Account**

Expense

\$ 1,200,000

# VARIOUS

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	O'BERG, JULIE	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	O'BERG, JULIE		
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Fire Accounting (fireaccounting@spokanecity.org)		Kevin Schmitt (kschmitt@spokanecity.org)	
Thea Prince (tprince@spokanecity.org)		Amanda Winchell (awinchell@spokanecity.org)	
Sue Raymon (sraymon@spokanecity.org)			

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	February 5 <sup>th</sup> , 2024
<b>Submitting Department</b>	Fire Department
<b>Contact Name</b>	Chief Julie O’Berg
<b>Contact Email &amp; Phone</b>	<a href="mailto:joberg@spoknecity.org">joberg@spoknecity.org</a> (509) 625-7003
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Dillion, CM Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Amendment to LN Curtis Value Blanket
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Spokane Fire issued RFP 5332-20 in 2020 and entered into a 5-year value blanket with LN Curtis to provide PPE. Initial approval limit over the 5-year term was and amount not to exceed \$1,200,000. (OPR 2021-0251)</p> <p>Due to increases in costs along with department hiring of new members – the value blanket is now exhausted.</p> <p>Department is requesting an amendment to value blanket VB 301242 to add an additional spending authority of \$1,200,000 through the end of the contract term; April 4<sup>th</sup>, 2026.</p>

#### Fiscal Impact

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

Total Cost: Not to exceed \$1,200,000

Current year cost: \$339,295 est.

Subsequent year(s) cost: \$860,705 est.

**Narrative:** Due to unforeseen events, the total cost of structural protective gear purchased by the Spokane Fire Department has exceed the previously determined total value for the structural gear value blanket. These unforeseen costs include industry wide price increases over the last 3 years during COVID, hiring of over 80 new members and the required purchase of over 160 sets of structural gear, and the exposure of members and their gear during suppression operations to hazardous materials and subsequent condemnation and replacement due to the exposure. The structural gear purchased as a result from these events, in addition to the balanced replacement of expiring and condemned gear under the balanced replacement plan, has exhausted the value blanket. This action does not necessitate any increase to budget or funding.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc?    Yes.    There is no request for increase in funding.

<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) None
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) N/A
What impacts would the proposal have on historically excluded communities?  The structural firefighting gear is used by the firefighters to provide continued protection, safety, and operational response to all constituents, City of Spokane guests, and the public at large.
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?  Personal Protective Equipment is inspected, monitored, cleaned and maintained by all members of the Fire Department to ensure maximum protection and safety during operational activities.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  Management of the PPE program, inventory control, daily, monthly, and yearly inspections, and preventive maintenance and repair of the gear to maintain the effectiveness of the ensemble and increase life expectancy is a cornerstone of the PPE management program.
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?  Structural Firefighting Gear is essential to the safety the Firefighters. The protective equipment is required for operations and the protection of the citizens, public and private property, and the community at whole.



**Agenda Sheet for City Council:**  
**Committee:** Public Safety **Date:** 02/05/2024  
**Committee Agenda type:** Consent

<b>Date Rec'd</b>	2/6/2024
<b>Clerk's File #</b>	OPR 2024-0124
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	FACILITIES MANAGEMENT	<b>Project #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Bid #</b>	PW ITB 5983-23
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Requisition #</b>	VALUE BLANKET
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	BWILKERSON MCATHCART		
<b>Agenda Item Name</b>	5900 FACILITIES MASTER VALUE BLANKET ORDER TO PROCURE SECURITY CAM		

**Agenda Wording**

Master Value Blanket Order to procure as-needed, spec's Security Camera Systems and related items, and Video Management software. Items not listed on the equipment price list will be billed at contractor cost + 15%.

**Summary (Background)**

The value blanket order allows orders to be placed as needed throughout the contract term. The City shall make payment in the applicable amount set forth on the pricing Page for actual items ordered, delivered and accepted, or for items that have been installed by the contractor.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

This value blanket allows a variety of departments to utilize them as needed. Each department provides their own independent budget code for their work.

<b><u>Amount</u></b>		<b><u>Budget Account</u></b>
Expense	\$ 500,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#





## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	2/05/2024
<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 509.625.6064
<b>Council Sponsor(s)</b>	Councilmembers Wilkerson, Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	CAMTEK Master Contracts – Parts, Installation / Maintenance Labor
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The City of Spokane, through the Purchasing Department issued an RFB for camera and security system parts, and maintenance / installation labor. CAMTEK has been selected to move forward with master contracts for each element, i.e.: parts, installation & maintenance labor. These contracts are utilized by a variety of departments on an 'as needed' basis.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$300,000 Installation / Maintenance Labor</u> <u>\$500,000 Value Blanket for Parts</u>  Current year cost: \$ (Master Contract) Subsequent year(s) cost: NA  <b>Narrative:</b> The City of Spokane through the Purchasing Department has completed the RFB Process for citywide security cameras and door access equipment. These contracts are formatted as master contracts to allow a variety of departments to utilize them as needed. Each department provides their own independent budget code for their work.  <b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Specify funding source: Program revenue  Is this funding source sustainable for future years, months, etc? YES  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) MASTER CONTRACT – Varied Budgets	
<b>Operations Impacts:</b> These contracts support the existing Galaxy system utilized throughout City facilities. Approval delays creates a situation where the City of Spokane has no technical support for the Galaxy system.	
<b>What impacts would the proposal have on historically excluded communities?</b> NA	

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

NA

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

NA

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

NA

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 1/26/23

Type of expenditure: Value Blanket - Parts

Goods



Services



Department: FACILITIES / VARIES

Approving Supervisor: Jeff Teal

*Jeff Teal*

Amount of Proposed Expenditure: \$1,500,000 over 3 years

Is this against a master agreement? If yes, please provide the number: This establishes a master contract

Funding Source VARIOUS

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Delay in Ongoing Maintenance, Repairs, Upgrades.... See attached

**What are the impacts if expenses are deferred?**

Delay in Ongoing Maintenance, Repairs, Upgrades.... See attached

**What alternative resources have been considered?**

This work is funded through departments budget as needed / available.... See attached

**Description of the goods or service and any additional information?**

Citywide security cameras, card swipes, door closures, latching equipment..... See attached

**Person Submitting Form/Contact:**

Division Director:

*Matthew Boston*

CFO Signature:

*Matthew Boston*

City Administrator Signature:

*Garrett Jones*

Garrett Jones (Jan 25, 2024 12:44 PM)

**Additional Comments:**

**Why is this expenditure necessary now:**

The City of Spokane has ongoing maintenance, repair work, and upgrade work on the existing security cameras, door openers, and card swipes at multiple City facilities including sites such as City Hall, Upriver Dam, the Wastewater Treatment Facility, Waste to Energy Plant, and a long list of standalone City buildings. Maintaining the operational capability of this equipment is critical to security concerns and access.

**What are impacts if expenditures are deferred:**

With the critical nature of this equipment, delaying the establishment of this master contract creates significant risk of loss of access or security observation at multiple sites.

**What alternative resources have been considered:**

NA

**Description of the goods or services and any additional information:**

The Facilities Department in partnership with the City Purchasing Department has completed the procurement process for Citywide Security Camera, card access equipment, door swipes, maintenance, repair, and installation, etc. These contracts will provide master contracts (or value blanket contract) access to various departments for the standardized purchase of security camera and access parts and equipment along with the installation and maintenance / servicing of the Galaxy management software, control systems, equipment, sensors, and other Galaxy system components. Each of these contracts is formatted as a master contract, allowing various departments and facilities to budget and bill separately over the term of the contract.

**Signature:** *Matthew Boston*

**Email:** mboston@spokanecity.org

**Signature:**   
Garrett Jones (Jan 29, 2024 12:44 PST)

**Email:** gjones@spokanecity.org











# Expenditure Control Form 2024 CAMTEK Master Value Blanket

Final Audit Report

2024-01-29

Created:	2024-01-26
By:	David Steele (dsteele@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO4ENdPs3v4HTVVOzZvEQJEVZQxYOU_uJ

## "Expenditure Control Form 2024 CAMTEK Master Value Blanket" History

-  Document created by David Steele (dsteele@spokanecity.org)  
2024-01-26 - 5:55:18 PM GMT
-  Document emailed to Jeff Teal (jteal@spokanecity.org) for signature  
2024-01-26 - 5:57:54 PM GMT
-  Email viewed by Jeff Teal (jteal@spokanecity.org)  
2024-01-26 - 7:56:48 PM GMT
-  Document e-signed by Jeff Teal (jteal@spokanecity.org)  
Signature Date: 2024-01-29 - 2:59:56 PM GMT - Time Source: server
-  Document emailed to Matthew Boston (mboston@spokanecity.org) for signature  
2024-01-29 - 2:59:57 PM GMT
-  Email viewed by Matthew Boston (mboston@spokanecity.org)  
2024-01-29 - 4:05:19 PM GMT
-  Document e-signed by Matthew Boston (mboston@spokanecity.org)  
Signature Date: 2024-01-29 - 4:06:20 PM GMT - Time Source: server
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2024-01-29 - 4:06:22 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2024-01-29 - 8:43:59 PM GMT
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2024-01-29 - 8:44:23 PM GMT - Time Source: server

✔ Agreement completed.

2024-01-29 - 8:44:23 PM GMT



**Adobe Acrobat Sign**

**Bid Response Summary**

**Bid Number** PW ITB 5983-23

**Bid Title** PURCHASE, INSTALL, REPAIR, and UPGRADES OF SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed

**Due Date** Monday, December 4, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

**Bid Status** Closed to Bidding

**Company** lorie@camtekinc.com

**Submitted By** lorie@camtekinc.com lorie@camtekinc.com - Monday, November 13, 2023 1:49:45 PM [(UTC-08:00) Pacific Time (US & Canada)]

**Comments** lorie@camtekinc.com

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane is seeking a Contractor certified by equipment manufacturers as authorized and trained personnel for the design, supply, installation, commissioning, repair, troubleshooting, support, and training of spec'd Security Camera Systems and Video Management Software Upgrades. No Substitutes or Or-Equals will be considered, due to standardization with in the City.	I acknowledge and agree
	2	MULTIPLE AWARDS: Two (2) separate contract awards will result from this bid. The City may choose more than one Contractor making multiple awards, or the City reserves the option of grouping Contract awards to a single Contractor if most advantageous for the City.	I acknowledge and agree
	2.1	Master Public Works Contract for the Install, Repair, and Upgrades of Security Camera Systems and Video Management Software, As-Needed. Initial contract term will be for a one year period, with one (1) 1-year renewal options, not to exceed a total contract period of two years.	I acknowledge and agree
	2.2	Master Value Blanket Order Contract, to procure as-needed, spec's Security Camera Systems and related items, and Video Management Software. Initial contract term will be for a one year period, with one (1) 1-year renewal options, not to exceed a total contract period of two years.	I acknowledge and agree
SUBMISSION OF BIDS			



#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	ACKNOWLEDGED
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 P.m. Pacific Local Time, on the Bid Due Date.	ACKNOWLEDGED
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	ACKNOWLEDGED
GENERAL CONDITIONS		
1	PUBLIC WORKS CONTRACT FOR THE INSTALL, REPAIR, AND UPGRADES: Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
2	PURCHASE – VALUE BLANKET ORDER CONTRACT: Contractor acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab.	I acknowledge and agree
3	EXCEPTIONS: If you took exception to any of the above, explain in detail.	
SECTION I. BID PREPARATION AND EVALUATION		
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I acknowledge and agree
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I acknowledge and agree

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records	I acknowledge and agree
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I acknowledge and agree
MINORITY BUSINESS ENTERPRISE	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women	Is
MINORITY BUSINESS ENTERPRISE	Bidder acknowledges that they have reviewed Minority And Women's Business Enterprise Goals that is located the Documents Tab.	I acknowledge and agree
MINORITY BUSINESS ENTERPRISE	Complete the Minority and Women's Business Enterprise Utilization form from the Documents Tab and upload here.	Minority and Women's Business Enterprise Utilization Form-Completed.pdf
SMALL BUSINESS	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is

NON-COLLUSION	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation	I Certify
CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications of PW ITB 5983-23.	I acknowledge and agree
QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Mandatory) that is located the Documents Tab, and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
QUALIFICATION	Prior to the awards of Contracts, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
QUALIFICATION	Supplemental Bidder Responsibility Criteria applies to INSTALLATION, REPAIR, AND UPGRADES.	I acknowledge and agree
QUALIFICATION	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
QUALIFICATION	Supplemental Bidder Responsibility Criteria Bidders can Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here.	
QUALIFICATION	Supplemental Bidder Responsibility Criteria After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	I acknowledge and agree
QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Supplemental) that is located the Documents Tab, and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree

PAYMENT	<p>Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX.	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX.	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes.</p>	I acknowledge and agree
REJECTION OF BIDS	<p>The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.</p>	I acknowledge and agree
PUBLIC WORK REQUIREMENTS- INSTALL, REPAIR, AND UPGRADES	<p>Services Fall Under Public Works. The scope of work Install, Repair, and Upgrades for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids.</p>	I acknowledge and agree

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree
REGISTERED CONTRACTOR	The Contractor shall be a Washington State Registered "and" Licensed Contractor at time of Bid submittal.	I acknowledge and agree
BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for the person submitting this Bid response.	Lorie Stephenson Phone 509-993-4444 Cell <a href="mailto:lorie@camtekinc.com">lorie@camtekinc.com</a>
CONTRACTOR CONTACT INFORMATION	Provide the name, phone number, and email address for the person in your Company that will potentially sign a contract through the DocuSign process used by the City.	Lorie Stephenson 509-993-4444 Cell <a href="mailto:lorie@camtekinc.com">lorie@camtekinc.com</a>
EXCEPTIONS	If you to exception to any of the above, explain in detail.	
SECTION II. GENERAL REQUIREMENTS - Install, Repair, and Upgrades		
SCOPE OF WORK	Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work, unless otherwise stated in this bid document.	I acknowledge and agree

AWARD OF CONTRACT	City Council shall approve award of Contract. Award of Contract, when made, will be to lowest responsive responsible bidder based on rates and most favorable service response time. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will be for a 1-year period, with a 1-year renewal optional. The total contract period will not exceed two (2) years.	I acknowledge and agree
AWARD OF CONTRACT – Install, Repair, and Upgrades	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for services performed. Annual Spend is estimated at \$300,000.	I acknowledge and agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge and agree
PERMITS	The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	I acknowledge and agree
GUARANTEE	The Contractor guarantees all work, labor, and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree

SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors, and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
BID BOND/BID SECURITY	The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the estimated total contract amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. In addition to the bid deposit types included in this section, a bidder may have on file with the City Clerk an annual bid bond approved by the City Attorney.	I acknowledge and agree
BID BOND/BID SECURITY	Bidder shall upload a copy of Bid Bond/Bid Security here. Bid will be considered non-responsive if not uploaded.	Camtek Bid Bond.pdf
BID BOND/BID SECURITY	The City reserves the right to request an official copy of the Bid Bond/Bid Security from the awarded supplier, at a later date.	I acknowledge and agree
PERFORMANCE BOND "and" PAYMENT BOND	The Contractor shall furnish, at its sole expense, a Performance Bond, "and" a Payment Bond equal to one hundred percent (100%) of the estimated 1-year contract price of \$300,000. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.	I acknowledge and agree
PUBLIC WORKS REQUIREMENTS	A. Prevailing Wage: The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree

PUBLIC WORKS  
REQUIREMENTS

B. Prevailing Wage: The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

I acknowledge and  
agree

PUBLIC WORKS  
REQUIREMENTS

C. Prevailing Wage: If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

I acknowledge and  
agree



PUBLIC WORKS REQUIREMENTS	<p>D. Statement of Intent. 1. The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge and agree
PUBLIC WORKS REQUIREMENTS	<p>E. Filing Fees 1. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L and I.</p>	I acknowledge and agree
PUBLIC WORKS REQUIREMENTS	<p>F. Department of Labor and Industries' Public Works and Prevailing Wage Training 1. As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	I acknowledge and agree
PUBLIC WORKS REQUIREMENTS	<p>G. Prevailing Wages Multi-Year Contracts and Extensions 1. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.</p>	I acknowledge and agree

RETAINAGE	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor, or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L &amp; I). b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor &amp; Industries and Employment Security. c. No claims, as provided by law, have been filed against the Retainage.</p>	I acknowledge and agree
RETAINAGE	<p>In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and agree
INVOICING	<p>Invoices must be submitted within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2023-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to facilitiesdepartment@spokanecity.org or mailed to the Facilities Management Department, 808 West Spokane Falls., Blvd, Spokane, Washington 99201.</p>	I acknowledge and agree
EXCEPTIONS	<p>If you took exception any of the above, explain in detail.</p>	

SECTION II. GENERAL REQUIREMENTS - Purchase		
AWARD OF MASTER VALUE BLANKET ORDER CONTRACT	City Council shall approve award of Contract. Award of Contract, when made, will be to the Bidder whose Bid is the most favorable, taking into consideration price and the other evaluation factors. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
AWARD OF MASTER VALUE BLANKET ORDER CONTRACT	Resulting Contract will result in a 1-year Master Value Blanket, with one 1-year option period, the total contract period will not exceed two years, to enable various City Departments to procure spec'd Security Camera Systems and Video Management Software – As Needed. Payment will be made only for quantities actually ordered, delivered, accepted, or installed by Contractor. Annual Spend is estimated at \$500,000.	I acknowledge and agree
INVOICING	Invoices must be submitted within 30 days of delivery items. • Invoices shall include the location where items were used, item descriptions, quantities, and contracting unit price. • Invoices shall reference and list Value Blanket Order Contract number. • Payment of invoices shall be contingent upon receipt of sufficient support to permit identification of the items provided and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to facilitiesdepartment@spokanecity.org or mailed to the Facilities Management Department, 808 West Spokane Falls., Blvd, Spokane, Washington 99201.	I acknowledge and agree
1	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and agree
2	Time is of the essence in the performance of this contract after a delivery schedule is established.	I acknowledge and agree

3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge and agree
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and agree
5	If the product differs from the provisions contained herein, these differences must be explained in detail.	I acknowledge and agree
6	Contractors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and agree
7	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I acknowledge and agree
8	Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	I acknowledge and agree
8.1	The City will provided procured items to a City awarded Contractor, who is certified by equipment manufacturers as authorized and trained personnel for installation spec's items, therefore, Bidder confirms warranty will not be impacted.	I acknowledge and agree
EXCEPTIONS	If you took exception any of the above, explain in detail.	
SECTION III. TECHNICAL REQUIREMENTS - Install, Repair, and Upgrades		

Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
Scope of Work 1	Awarded Contractor must be able to supply, install, repair, and support the following security camera, video management software, and access control systems that are listed on the Equipment Parts List and Cost Document that is located in the Documents Tab.	I acknowledge and agree
Scope of Work 1 .1	City has the right to add related security camera systems and video management software Install and Upgrades Services as needed throughout the contract period and renewal, for additional equipment and parts not listed on the Equipment Parts List and Cost Document.	I acknowledge and agree
Scope of Work 2	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge and agree
Scope of Work 3	Specify the standard number of calendar days required to complete projects from Notice to Proceed	I acknowledge and agree
Scope of Work 4	Contractor shall be certified by equipment manufacturers as authorized and trained personnel for As-Needed repairs, troubleshooting, and training/support the following security camera, video management software, and access control that are listed on the Equipment Parts List and Cost Document that is located in the Documents Tab.	I acknowledge and agree

Scope of Work 4.1	City has the right to add related security camera systems and video management software services as needed throughout the contract period and renewal, for additional equipment and parts not listed on the Equipment Parts List and Cost Document	I acknowledge and agree
Scope of Work 4.2	Ability to respond to normal requests for service within four (4) hours. Follow up with e-mail or telephone confirmation that request was received and provide a timeline for on-site arrival.	I acknowledge and agree
Scope of Work 4.3	Ability to respond to emergency requests for service within two (2) hours. Follow up with e-mail or telephone confirmation that request was received and provide a timeline for on-site arrival.	I acknowledge and agree
Scope of Work 5	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge and agree
EXCEPTIONS	If you took exception any of the above, explain in detail.	
SECTION III. TECHNICAL REQUIREMENTS – Purchase		
1	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I acknowledge and agree
1.1	Items must adhere to stated specs listed on the Equipment Parts List and Cost Document. No Substitutes or Or-Equals will be considered, due to standardization. Bidder has reviewed the Equipment Parts List and Cost Document located in the Documents Tab.	I acknowledge and agree
1.2	Contractor shall be an authorized representative of all equipment and parts listed on the Equipment Parts List and Cost Document that is located in the Documents Tab, and Bidder shall provide pricing for all items listed.	I acknowledge and agree
2	City has the right to add related security camera systems and video management software, that may not be listed on the Equipment Parts List and Cost Document, throughout the contract period and renewal.	I acknowledge and agree

PCB CERTIFICATION	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover, and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
PCB CERTIFICATION	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
PCB CERTIFICATION	If so were PCBs found at a measurable level?	Don't Know
PCB CERTIFICATION	If so attach the results or note from whom the results can be obtained	I do not know of any results
PCB CERTIFICATION	Do you have reason to believe the products contains measurable levels of PCBs?	Don't Know
PCB CERTIFICATION	Do you have reason to believe the products packaging contains measurable levels of PCBs?	Don't Know
EXCEPTIONS	If you took exception any of the above, explain in detail.	
BID		
Quantities	Quantities are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual quantities may be more or less. Payment will only be made for actual services requested, performed, and accepted.	I acknowledge and agree
Bid Offer	The unit pricing is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge and agree
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	Addendum 1

Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of seventy-five (75) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List- Install and Upgrades document in the "Documents" tab and upload it.	Subcontractor List - Install and Upgrades.pdf
Subcontractors	Download and complete the Subcontractor List- Maintenance document in the "Documents" tab and upload it.	Subcontractor List - Maintenance.pdf
PRICING - Install, Repair, and Upgrades		
1	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Install, Repair, and Upgrades Pricing Page for services performed. Annual Spend is estimated at \$300,000.	I acknowledge and agree
Evaluating	As a cost comparison we will be using Contractor's hourly rates to perform Repair, Scheduled Maintenance, and Unscheduled Non-Emergency and Emergency Services.	I acknowledge and agree
Evaluating – Repair Non-Emergency	For Repair Non-Emergency it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's standard hourly rate.	I acknowledge and agree
Evaluating – Repair Emergency	For Repair Emergency it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's emergency hourly rate.	I acknowledge and agree
Evaluating – Repair Emergency	The City's goal is to provide awarded Contractor needed Install, Repair, and Upgrade items via the awarded Master Value Blanket Order Contract resulting from this bid.	I acknowledge and agree
Pricing	Complete the Install, Repair, and Upgrades Pricing Page from the Documents Tab and upload here.	Pricing Page Addendum 1.pdf
PRICING - Purchase		



1	The winning Contractor shall receive a Value Blanket Order Contract. Orders will be placed as needed throughout contract term. The City shall issue payment in the applicable amount set forth on the Pricing Page for only actual items ordered, delivered, and accepted, or for items that had been Contractor installed. Annual Spend is estimated at \$500,000.	I acknowledge and agree
F.O.B. DELIVERY POINT:	Various City of Spokane Departments	I acknowledge and agree
F.O.B. DELIVERY POINT:	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	YES
F.O.B. DELIVERY POINT:	All freight expenses on stocked inventory items shall be the responsibility of the winning Contractor.	I acknowledge and agree
F.O.B. DELIVERY POINT:	The City of Spokane agrees to pay freight expenses on non-stocked special order items.	I acknowledge and agree
SALES TAX	The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and agree
UNIT PRICE	Should not include tax.	I acknowledge and agree
EQUIPMENT PRICING PAGE	Complete and upload Equipment Parts List And Cost Document from Documents Tab and upload here.	City Price List 2023-2024 PWITB 5983-23.pdf
PRICING	Pricing shall be firm throughout the first year of the contract period.	I acknowledge and agree
PRICING ADJUSTEMENTS	Can be requested on the anniversary of the award with justification, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Contractor's documentation.	I acknowledge and agree

PRICING ADJUSTEMENTS	All price adjustments must be agreed on by both parties. and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I acknowledge and agree
PRICING ADJUSTEMENTS	Adjustments to pricing shall be to not produce a higher profit margin.	I acknowledge and agree
PRICING ADJUSTEMENTS	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I acknowledge and agree
PRICE DECREASES	During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I acknowledge and agree
PERCENTAGE OFF DISCOUNT	Percentage discount list to be provided by Contractor for additional Items, or related-items, not listed on the Equipment Parts List And Cost Document, but may be realized are needed at a later point in time. Enter Percentage Discount Off Contractor's List Cost.	Contractor will use percentage mark up above Contractor Cost method
PERCENTAGE OFF DISCOUNT	Percentage discount off Contactor's list cost. Any invoice containing a line item in which Supplier's percentage discount off Contractor's list cost has been applied, the Contractor is required to state on the invoice the actual cost the Contractor had incurred prior to Contractor's percentage discount off Contractor's list cost has been applied, to equate to amount being invoice. The City reserves the right to request copies of any invoices that the Contractor had received to verify Contractor's cost incurred, prior to Contractor's mark-up being applied.	I acknowledge and agree
PERCENTAGE OFF DISCOUNT	Percentage Discount will remain unchanged throughout the life of the contract, to include any renewal/options	YES
PERCENTAGE MARK UP ABOVE CONTRACTOR COST	Should Contractor not provide percentage off discount for additional Items, or related-items, not listed on the Equipment Parts List And Cost Document, but may be realized are needed at a later point in time. Contractor shall then provide Percentage Markup Above Contractor's Cost. Enter Percentage Markup Above Supplier cost here.	Contractor will charge Contractor Cost + 15% for any item not on the price list

PERCENTAGE MARK UP ABOVE CONTRACTOR COST	Percentage Markup Above Contractor's Cost. Any invoice containing a line item in which Contractor's percentage mark has been applied, the Contractor is required to state on the invoice the actual cost the Contractor had incurred prior to Contractor's percentage markup above cost being applied, to equate to amount being invoice. The City reserves the right to request copies of any invoices that the Supplier had received to verify Contractor's cost incurred, prior to Supplier's mark-up being applied.	I acknowledge and agree
PERCENTAGE MARK UP ABOVE CONTRACTOR COST	Percentage Markup will remain unchanged throughout the life of the contract, to include any renewal/options.	I acknowledge and agree
PERCENTAGE OFF DISCOUNT or PERCENTAGE MARK UP	Bidder is aware if it does not offer either a PERCENTAGE OFF DISCOUNT or PERCENTAGE MARK UP, then resulting contract will only be used to procure items listed on Equipment Parts List And Cost Document.	I acknowledge and agree
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	Washington State Limited Energy Electrical Contractor # CAMTEI*001DP
#2	Provide Contractor's U.B.I. Number	UBI # 602 020 474
#3	Provide Contractor's Washington Employment Security Department Number	121719-00-9
#4	Provide Contractor's Washington Excise Tax Registration Number	UBI # 602 020 474
#5	Provide Contractor's City of Spokane Business Registration Number	T12035040BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	YES
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
INSTALL, REPAIR, AND UPGRADES	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.</p>	OMWBE Certifications.pdf
PURCHASE	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.</p>	Addendum 1 - 2 - subcontract agreement 11-13-23.pdf
<p>TERMS AND CONDITIONS</p>		
1	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I acknowledge and agree
2	<p>Describe exceptions to Terms &amp; Conditions</p>	

PW ITB 5983-23		Equipment Parts List and Cost	
Part Mfg SKU or Model Number	Part Description	Unit(s)	Contract Price
B9512G	INTRUSION/FIRE/ACCESS CONTROL PANEL 599 POINTS 32 DOORS	Each	780.30
B8512G	INTRUSION/FIRE/ACCESS CONTROL PANEL 99 POINTS 8 DOORS	Each	517.65
B299	POPEX MODULE FOR B9512G AND B8512G	Each	93.50
B600	ZONEX MODULE FOR B9512G AND B8512G	Each	93.50
B901	DOOR CONTROL MODULE SDI2/SDI	Each	255.00
B8103	COMMERCIAL ENCLOSURE (WHITE)	Each	46.07
B8512G-U	B8512G UPGRADE KIT INCLUDES B600	Each	611.15
B9512G-U	B9512G UPGRADE KIT INCLUDES B600	Each	874.65
B8512G-BV2	FIRE KIT (B8512G, B926F, D8109, D1640, D122, D101F, B444-V)	Each	1125.40
B8512G-CV	KIT (B8512G, B8103, B444-V, D1640, D101)	Each	912.90
B8512G-UV	B8512G UPGRADE KIT INCLUDES B600 AND B444-V	Each	945.20
B9512G-A	B9512G Attack Kit - B9512G, D8108A, D1640, D101	Each	884.00
B9512G-BV2	FIRE KIT (B9512G, B926F, D8109, D1640, D122, D101F, B444-V)	Each	1388.90
B9512G-CV	KIT (B9512G, B8103, B444-V, D1640, D101)	Each	1175.55
B9512G-CV-930	B9512G CELLULAR KIT WITH B930, B444-V	Each	1387.20
B9512G-UV	B8512G UPGRADE KIT INCLUDES B600 AND B444-V	Each	1210.40
B8512G-C	KIT (B8512G, B8103, D1640, D101)	Each	578.00
B8512G-CP	KIT (B8512G, B8103, B430, D1640, D101)	Each	639.20
B9512G-C	KIT (B9512G, B8103, D1640, D101)	Each	842.35

B9512G-CP	KIT (B9512G, B8103, B430, D1640, D101)	Each	902.70
B8512G-CP-930	B8512G-CP, B930, D161	Each	860.20
B8512G-UP	B8512G UPGRADE KIT W/PHONE MODULE	Each	671.50
B8512G-B1	FIRE KIT (B8512G, B926F, D8109, D1640, D122, D101F)	Each	791.35
B9512G-B1		Each	1055.70
B8512G-BP	FIRE KIT (B8512G, D8109, D1640, D122, D161(2), B430 (2), D101F)	Each	669.80
B9512G-BP	FIRE KIT (B9512G, D8109, D1640, D122, D161(2), B430 (2), D101F)	Each	912.90
B3512	16 POINT CONTROL COMMUNICATOR	Each	171.70
B3512-DP	KIT B3512, B11, CX4010, B430	Each	265.20
B3512-DV	KIT B3512, B11, CX4010, B444-V	Each	445.40
B4512-CV	KIT B4512, B10, CX4010, B444-V	Each	578.00
B4512-CV-920	KIT B4512, B10, CX4010, B444-V, B920	Each	730.15
B5512-CV	KIT B5512, B10, CX4010, B444-V	Each	608.60
B5512-CV-920	KIT B5512, B10, CX4010, B444-V, B920	Each	759.90
B5512-CV-930	KIT B5512, B10, CX4010, B444-V, B930	Each	821.95
B3512-DP-920	KIT B3512, B11, CX4010, B430, B920	Each	416.50
B3512K-D	KIT (B3512, B11, CX4010)	Each	214.20
B3512K-D-915	KIT (B3512, B11, CX4010, B915)	Each	336.60
B4512	28 POINT CONTROL COMMUNICATOR	Each	203.15
B4512-C	B4512 WITH TRANSFORMER AND MEDIUM ENCLOSURE	Each	243.95
B4512-C-920	KIT B4512, B10, CX4010, B920	Each	396.10
B4512-C-921C	KIT INCLUDES B4512, B10, CX4010 AND B921C	Each	396.10
B4512-C-930	KIT B4512, B10, CX4010, B930	Each	457.30
B4512-CP	KIT B4512, B10, CX4010, B430	Each	305.15

B4512-CP-920	KIT B4512, B10, CX4010, B430, B920	Each	457.30
B4512-CP-920-K1	4512 KIT, B430, BDL2, DS937, B208	Each	884.00
B4512-CP-921C	KIT INCLUDES B4512, B10, CX4010, B430 AND B921C	Each	457.30
B4512-CP-930	KIT B4512, B10, CX4010, B430, B930	Each	517.65
B4512-D	B4512 WITH TRANSFORMER AND SMALL ENCLOSURE	Each	233.75
B4512-D-920	KIT B4512, B11, CX4010, B920	Each	385.90
B4512-D-921C	KIT INCLUDES B4512, B11, CX4010 AND B921C	Each	385.90
B4512-D-930	KIT B4512, B11, CX4010, B930	Each	445.40
B4512-DP	KIT B4512, B11, CX4010, B430	Each	293.25
B4512-DP-920	KIT B4512, B11, CX4010, B430, B920	Each	445.40
B4512-DP-930	KIT B4512, B11, CX4010, B430, B930	Each	507.45
B4512K-C	KIT (B4512, B10, CX4010)	Each	255.00
B4512K-C-920		Each	407.15
B5512	48 POINT CONTROL COMMUNICATOR	Each	233.75
B5512-C	B5512 WITH TRANSFORMER AND MEDIUM ENCLOSURE	Each	273.70
B5512-C-920	KIT B5512, B10, CX4010, B920	Each	426.70
B5512-C-930	KIT B5512, B10, CX4010, B930	Each	486.20
B5512-CP	KIT B5512, B10, CX4010, B430	Each	334.05
B5512-CP-920	KIT B5512, B10, CX4010, B430, B920	Each	486.20
B5512-CP-930	KIT B5512, B10, CX4010, B430, B930	Each	548.25
B5512-D	B5512 WITH TRANSFORMER AND SMALL ENCLOSURE	Each	265.20
B5512-D-920	KIT B5512, B11, CX4010, B920	Each	416.50
B5512-D-930	KIT B5512, B11, CX4010, B930	Each	477.70
B5512-DP	KIT B5512, B11, CX4010, B430	Each	324.70
B5512-DP-920	KIT B5512, B11, CX4010, B430, B920	Each	477.70
B5512-DP-930	KIT B5512, B11, CX4010, B430, B930	Each	537.20

B5512K-C		Each	285.60
B5512K-C-920		Each	438.60
B6512	96 POINT CONTROL COMMUNICATOR W/4 DOORS	Each	405.45
B6512K-C	KIT (B6512, B10, CX4010)	Each	459.00
B6512K-C-920	KIT (B6512, B10, CX4010,B920)	Each	611.15
B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX	Each	18.28
B915	BASIC TEXT KEYPAD	Each	120.70
B915I	BASIC TEXT KEYPAD (ICON KEYS)	Each	120.70
B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)	Each	153.00
B921C	2-LINE LCD CAPACITIVE TOUCH KEYPAD	Each	171.70
B930	ATM STYLE-ALPHA NUMERIC KEYPAD (SDI2)	Each	212.50
B940W	Slim Touch Keypad	Each	365.50
B942	COLOR GRAPHIC TOUCH SCREEN KEYPAD WITH PROX (BLACK)	Each	365.50
B942W	COLOR GRAPHIC TOUCH SCREEN KEYPAD WITH PROX (WHITE)	Each	365.50
B12	MOUNTING PLATE FOR B SERIES PANELS AND B520 TO D8103 OR D8108A	Each	16.23
B201	2-WIRE SMOKE DETECTOR MODULE FOR B3512, B4512 AND B5512	Each	30.35
B430	PLUG-IN COMMUNICATOR, TELEPHONE	Each	60.86
B450-V	CELLULAR ADD-ON KIT INCLUDES B444-V PLUS B450	Each	457.30
B501-10	SDI-2 MOLEX CABLE 10 PACK	Each	23.38
B96	TRIM PLATE FOR B SERIES KEYPADS	Each	12.17
B99	USB CABLE FOR B SERIES PROGRAMMING AND SERVICE	Each	20.32



B925F	COMBINATION FIRE AND INTRUSION KEYPAD/ANNUNCIATOR FOR B8512G AND B9512G	Each	183.60
B926F	FIRE KEYPAD/ANNUNCIATOR FOR B8512G AND B9512G	Each	183.60
B926M		Each	176.80
D1255	ALPHA NUMERIC COMMAND CENTER WITH VACUUM FLUORESCENT DISPLAY - OFF-WHITE ENCLOSURE	Each	206.55
D1255B	ALPHA NUMERIC COMMAND CENTER WITH VACUUM FLUORESCENT DISPLAY - GRAY AND WHITE ENCLOSURE	Each	206.55
D1255RB	FULL FUNCTION FIRE KEYPAD WITH VACUUM FLORESCENT DISPLAY	Each	206.55
D1255-USA	D1255 FOR GOVT APPLICATIONS	Each	206.55
D1255W	ALPHA NUMERIC COMMAND CENTER WITH VACUUM FLUORESCENT DISPLAY - WHITE ENCLOSURE	Each	206.55
D1256RB	FIRE ANNUNCIATOR/KEYPAD WITH VACUUM FLORESCENT DISPLAY	Each	206.55
D1257RB	TWO BUTTON FIRE ANNUNCIATOR WITH VACUUM FLORESCENT DISPLAY	Each	206.55
D1260	ATM STYLE ALPHA COMMAND CENTER WITH LCD DISPLAY - OFF-WHITE ENCLOSURE	Each	303.45
D1260B	ATM STYLE ALPHA COMMAND CENTER WITH LCD DISPLAY - GREY AND WHITE ENCLOSURE	Each	303.45
D1260W	ATM STYLE ALPHA COMMAND CENTER WITH LCD DISPLAY - WHITE ENCLOSURE	Each	303.45

D720	LED COMMAND CENTER - OFF-WHITE ENCLOSURE	Each	93.50
D720B	LED COMMAND CENTER - GRAY AND WHITE ENCLOSURE	Each	93.50
D55	DESK TOP STAND FOR COMMAND CENTERS	Each	31.37
D56	CONDUIT BX COMMAND CENTER OFF-WHITE	Each	14.63
D56R	CONDUIT BOX FOR COMMAND CENTERS - RED	Each	21.34
ACA-IC2K26-10	2K, 26-BIT iCLASS ADHESIVE TAG - 10Pk	Each	50.49
ACD-IC16K26-50	16K, 26-BIT iCLASS CARD - 50PK	Each	509.15
ACD-IC16KP26-50	16K, 26-BIT DUAL TECH iCLASS CARD (COMBINATION PROXIMITY AND SMART CARD TECHNOLOGY) - 50PK	Each	668.95
D8236-10	HID PROX CARDS, 26-BIT - 10PK	Each	49.56
ACT-IC16K26-10	16K, 26-BIT iCLASS KEYFOB - 10PK	Each	132.60
ACT-IC2K26-10	2K, 26-BIT iCLASS KEYFOB - 10PK	Each	90.95
D8236KF-10	HID PROX KEYFOB, 26BIT - 10PK	Each	86.70
ACA-IC2K26-10	2K, 26-BIT iCLASS ADHESIVE TAG - 10Pk	Each	50.49
D8236TG-10	HID PROX ADHESIVE TAG, 26BIT - 10PK	Each	59.42
D8223	HID PROX PRO READER	Each	336.60
D8224	HID MULLION PROXIMITY READER	Each	251.60
D8224-SP	HID SWITCH PLATE PROXIMITY READER	Each	259.25
D8225	HID MINI MULLION PROXIMITY READER	Each	138.55
D8229	ACCESS KEYPAD (26-BIT WIEGAND OUTPUT)	Each	387.60
ICP-EZTS	EASY SERIES DUAL (COVER AND WALL) TAMPER SWITCH	Each	8.57
D1250	BATTERY, 12V 5 AH	Each	20.83
D126	BATTERY, 12V 7 AH	Each	32.90
D118	SPEAKER, 12V 15 WATT	Each	12.33
D116	SIREN, 12V 15 WATT	Each	12.33

D117	SIREN, 12V 30 WATT	Each	17.77
D4103	ENCLOSURE D4112	Each	20.83
D5060	MUX POINT PROGRAMMER	Each	198.90
D9002-5	MTG SKIRT,SIX 3x5, 5/PKG	Each	31.37
ISC-PB1-100	SINGLE BUTTON HARDWIRE PANIC - ROUND	Each	20.32
L9412GV4-OM-EN	GV4 VERSION 2 USER GUIDE 5 PACK	Each	20.32
LX512-OM-EN	ENGLISH OWNER'S MANUAL FOR B3512, B4512, B5512, B8512G AND B9512G	Each	20.32
B208	8 INPUT MODULE FOR SDI2 BUS	Each	119.85
B308	8 RELAY MODULE FOR SDI2	Each	133.45
B820	SDI2 INOVONICS INTERFACE	Each	93.50
D8125	POPEX ZONE EXPANDER FOR G SERIES	Each	93.50
D8125MUX	MULTIPLEX ZONE EXPANDER FOR G SERIES	Each	83.56
D8128D	OCTOPOPIT 8 ZONE EXPANDER FOR G SERIES	Each	119.85
D8129	OCTO-RELAY 8 RELAY MODULE FOR G SERIES	Each	140.25
D9127T	POPIT WITH TAMPER SWITCH	Each	38.17
D9127U	POPIT WITH NO TAMPER SWITCH	Each	33.41
DS7432	8 INPUT MULTIPLEX MODULE	Each	100.30
DS7457I	SINGLE POINT MULTIPLEX MODULE WITH FLYING LEADS	Each	15.67
DS7457IF	SINGLE POINT MULTIPLEX MODULE WITH FLYING LEADS FOR FIRE	Each	19.89
DS7460I	TWO POINT MULTIPLEX MODULE IN ENCLOSURE	Each	37.06
DS7461i	SINGLE POINT MULTIPLEX MODULE IN ENCLOSURE	Each	32.90
DS7465I	INPUT/OUTPUT MULTIPLEX MODULE IN ENCLOSURE	Each	54.40
DX3010	OCTO OUTPUT MODULE FOR D4412/D6412	Each	113.05
ICP-SDI-9114	SDI BUS SPLITTER MODULE FOR G SERIES	Each	52.28

MX775I	MUX COMMERCIAL WALL PIR	Each	87.55
MX934I	MUX RESIDENTIAL WALL PIR	Each	64.77
MX938I	MUX COMMERCIAL CEILING	Each	154.70
ZX776Z	50' ZONEX PIR WITH SUPERVISION	Each	100.30
ZX794Z	PIR MOTION SENSOR 80 FT	Each	158.10
ZX835	35' BY 35' ZONEX PIR/MICROWAVE TRITECH	Each	71.49
ZX935Z	PIR MOTION SENSOR 35FT POPIT	Each	61.71
ZX938Z	PIR MOTION DETECTOR 60FT W/POPIT	Each	131.75
AE1	SMALL GREY UNIVERSAL ENCLOSURE	Each	39.70
AE20	UNIVERSAL PLASTIC ENCLOSURE	Each	12.55
AE3	LARGE GREY UNIVERSAL ENCLOSURE	Each	86.70
B10	ENCLOSURE, CONTROL PANEL, MEDIUM WHITE	Each	40.55
B11	SMALL ENCLOSURE FOR B SERIES PANELS (WHITE)	Each	30.52
B520	SDI2 AUXILIARY POWER SUPPLY 2.0 AMPS	Each	324.70
B520-B	B520 POWER SUPPLY WITH TR1850 TRANSFORMER AND B10 ENCLOSURE	Each	385.90
B520-C	B520 POWER SUPPLY WITH TR1850 TRANSFORMER, B8103 ENCLOSURE AND B12 MOUNTING PLATE	Each	405.45
CTS1-70	ENCLOSURE TAMPER KIT/SWITCH	Each	5.44
CX4010	TRANSFORMER, 18VAC 22VA	Each	12.13
D101	LOCK & KEY SET, STANDARD	Each	4.39
D101X	LOCK & KEY SET, D2803 ENCLOSURES	Each	4.39
D102	KEY FOR D101 LOCK STANDARD	Each	1.05
D110	TAMPER SWITCH, 2/PKG	Each	8.57
D130	RELAY MODULE 5 AMP	Each	31.37
D133	RELAY MODULE, 2 AMP 12VDC	Each	22.02
D134	DUAL RELAY MODULE, 2AMP, 12VDC	Each	39.70
D135A	LOW BATTERY CUTOFF MODULE	Each	22.95

D137	MOUNTING BRACKET	Each	11.28
D160	7 FT PHONE CORD, PLUG TO SPADE LUGS	Each	8.36
D161	PHONE CORD-7FT DUAL MODULAR	Each	8.36
D162	PHONE CORD-2FT DUAL MODULAR	Each	8.36
D1625	PLUG-IN TRANSFORMER,16VAC,25VA	Each	12.13
D164	PHONE CORD 8COND SML LUG 7F	Each	5.44
D1640	PLUG-IN TRANSFORMER, 16VAC 40VA	Each	14.42
D166	RJ31X PHONE JACK	Each	8.36
D167	EARTH GROUND CLAMP	Each	4.39
D203	ENCLOSURE 3/5 MODULE	Each	17.51
D6103	ENCLOSURE FOR D6112	Each	30.77
D8108A	ENCLOSURE ATTACK RESISTANT (UL APPR)	Each	100.30
D9131A	PRINTER INTERFACE MODULE (NON B1)	Each	160.65
ICP-1K22AWG-10	RESISTOR PACK 1Kohm 22awg EOL-10	Each	16.61
IPP-AL400-ULKT1	AL400, ENCLOSURE AND PD4UL	Each	430.10
IPP-AL400-ULKT2	AL400, ENCLOSURE, PD4UL AND DX4020	Each	837.25
IPP-AL400-ULKT3	AL400 POWER SUPPLY, ENCLOSURE AND PD4ULCB	Each	442.85
TR1850	TRANSFORMER, 18VAC,50VA	Each	19.64
D5500C-LITE-USB	RPS LITE KIT ON CD-USB	Each	554.20
D5500CU	RPS UPGRADE ON CD ROM	Each	0.01
D5500CU-LITE	RPS LITE UPGRADE ON CD	Each	0.01
D5500C-USB	RPS KIT ON CD-USB DONGLE	Each	1607.35
UMM-LIC-10	RPS-USER MANAGEMENT MODULE LICENSE (1-10 PANELS)	Each	252.45
UMM-LIC-50	RPS-USER MANAGEMENT MODULE LICENSE (11-50 PANELS)	Each	507.45
UMM-LIC-100	RPS-USER MANAGEMENT MODULE LICENSE (51-100 PANELS)	Each	1014.90
UMM-LIC-500	RPS-USER MANAGEMENT MODULE LICENSE (101-500 PANELS)	Each	2028.10

UMM-LIC-UNL	RPS-USER MANAGEMENT MODULE LICENSE (501+ PANELS)	Each	2535.55
UMM-REN-10	UMM RENEWAL LICENSE (10 ACCOUNTS)	Each	24.74
UMM-REN-50	UMM RENEWAL LICENSE (50 ACCOUNTS)	Each	49.56
UMM-REN-100	UMM RENEWAL LICENSE (100 ACCOUNTS)	Each	98.60
UMM-REN-500	UMM RENEWAL LICENSE (500 ACCOUNTS)	Each	198.05
UMM-REN-UNL	UMM RENEWAL LICENSE (UNLIMITED ACCOUNTS)	Each	247.35
D5370-USB	RPS SECURITY BLOCK -USB	Each	120.70
D5371-USB	RPS LITE SEC.BLOCK-USB	Each	527.85
DX4010V2	USB / SERIAL INTERFACE MODULE	Each	130.05
MODEM-KIT-2400B	MODEM-2400	Each	418.20
B810	RADION WIRELESS RECEIVER – SDI2 COMPATIBLE PANELS	Each	120.70
RFPB-FP-A	Fixed Panic Button	Each	114.75
B810K	RADION WIRELESS KIT (RCVR, PIR, 2X DOOR/WINDOW	Each	314.50
RFAC-BC-3	BELT CLIP FOR RADION KEYFOBS AND PANIC BUTTONS - 3 PACK	Each	30.52
RFAC-DW-10	RADION RFDW-SM SPACER 10PCS	Each	11.99
RFAC-LY-10	LANYARD FOR RADION KEYFOBS AND PANIC BUTTONS - 10 PACK	Each	30.52
RFAC-UN-10	RADION RFUN SPACER 10PCS	Each	12.90
RFBT-A	BILL TRAP	Each	153.00
RFDL-11-A	RADION PIR/MICROWAVE TRITECH 35 FT. BY 35 FT. 100 LB PET IMMUNITY	Each	161.50
RFDW-RM-A	DOOR WINDOW CONTACT - RECESSED MOUNT	Each	60.86
RFDW-SM-A	DOOR WINDOW CONTACT - SURFACE MOUNT	Each	52.70
RFGB-A	GLASS BREAK DETECTOR	Each	147.90

RFKF-FBS-A		Each	60.86
RFKF-TBS-A	WIRELESS KEYFOB TWO BUTTON ENCRYPTED-A	Each	56.78
RFPB-SB-A	PANIC BUTTON - SINGLE BUTTON	Each	52.70
RFPB-TB-A	PANIC BUTTON - TWO BUTTON	Each	52.70
RFPR-12-A	PIR MOTION DETECTOR - 40FT, PET IMMUN	Each	107.95
RFPR-C12-A	PIR CURTAIN MOTION DETECTOR - 40X5FT, PET IMMUNE	Each	107.95
RFRP2		Each	202.30
RFSM-A	RADION WIRELESS SMOKE DETECTOR	Each	127.50
RFUN-A	UNIVERSAL TRANSMITTER (W/DOOR WINDOW CONTACT)	Each	52.70
RF3405E	RADION Shock Sensor	Each	79.14
RFCO-A	RADION Wireless CO Detector	Each	148.75
RFHT-A	RADION Wireless Heat Detector	Each	118.15
RFSM2-A	RADION Wireless Smoke Detector	Each	127.50
WR9QE1000A00N6WG 3150		Each	28.31
RFMS-ZBMS-3	Zigbee multi-sensor - 3 pack	Each	89.25
ISW-D8125CW-V2	COMMERCIAL WIRELESS INTERFACE MODULE	Each	93.50
B820	SDI2 INOVONICS INTERFACE	Each	93.50
EN1210	SINGLE INPUT UNIVERSAL TRANSMITTER	Each	90.10
EN1210EOL	SINGLE INPUT UNIVERSAL TRANSMITTER, EOL PROTECTION	Each	90.10
EN1210W	DOOR/WINDOW TRANSMITTER WITH REED SWITCH	Each	98.60
EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER	Each	98.60
EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH	Each	104.55

EN1223D	DOUBLE-BUTTON WATER-RESISTANT PENDANT TRANSMITTER	Each	128.35
EN1223S	SINGLE-BUTTON WATER-RESISTANT PENDANT TRANSMITTER	Each	128.35
EN1224-ON	FOUR BUTTON ARM/DISARM KEYFOB	Each	139.40
EN1233D	DOUBLE-BUTTON PENDANT TRANSMITTER	Each	118.15
EN1233S	SINGLE-BUTTON PENDANT TRANSMITTER	Each	118.15
EN1235D	DOUBLE-BUTTON BELT CLIP PENDANT TRANSMITTER	Each	124.10
EN1235DF	DOUBLE-BUTTON FIXED POSITION HOLD UP TRANSMITTER	Each	136.00
EN1235S	SINGLE-BUTTON BELT CLIP PENDANT TRANSMITTER	Each	124.10
EN1235SF	SINGLE-BUTTON FIXED POSITION HOLD UP TRANSMITTER	Each	136.00
EN1244	SMOKE DETECTOR	Each	302.60
EN1247	GLASSBREAK DETECTOR TRANSMITTER	Each	224.40
EN1249	BILL TRAP	Each	185.30
EN1260	WALL MOUNT MOTION DETECTOR	Each	231.20
EN1261HT	HIGH TRAFFIC MOTION DETECTOR	Each	231.20
EN1262	MOTION DETECTOR WITH PET IMMUNITY	Each	234.60
EN1265	360° CEILING MOUNT MOTION DETECTOR	Each	249.05
EN4200	SERIAL RECEIVER	Each	289.85
EN4204R	FOUR ZONE ADD-ON RECEIVER WITH RELAY OUTPUTS	Each	243.95
EN4216MR	16 ZONE RELAY RECEIVER	Each	461.55
EN5040-T	HIGH POWER REPEATER WITH TRANSFORMER	Each	695.30
ENKIT-01	ISW-D8125CW-V2 AND EN4200 KIT	Each	361.25



ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE	Each	314.50
D6100IPV6-01	2-LINE RECEIVER WITH IP - SUPPORTS IPV6	Each	3448.45
D6100RMK	D6100I RACK MOUNT KIT	Each	31.37
D6615	CPU TERMINATOR CARD (D6615)	Each	227.80
D6641	TELCO LINE CARD D6641	Each	1932.05
D6645	TELCO LINE TERMINATOR CARD	Each	289.85
D6672	D6600 COM1 EXPANSION KIT	Each	52.28
P6601	D6600 BATTERY CABLE	Each	12.55
P6602	D6600 I/O CABLE	Each	19.21
XFMR 110/18VAC		Each	81.18
B10R	RED ENCLOSURE, CONTROL PANEL, MEDIUM	Each	48.62
B10R-1640-120WI	RED MEDIUM ENCLOSURE WITH 16.5 VAC 40 VA	Each	98.60
B11R	RED ENCLOSURE, CONTROL PANEL, SMALL	Each	38.59
B444-A	Plug-In Cellular Module, AT&T LTE	Each	334.05
B444-V	Plug-In Cellular Module, VZW LTE	Each	334.05
B465-MRV-120WI	KIT W/B465/B10R/120WI/B46/B444-V	Each	756.50
B465-MRV-1640	KIT W/B465/B10R/D1640/B46/D8004/B444-V	Each	780.30
B465-MWV-1640	KIT W/B465/B10/D1640/D101/B444-V	Each	688.50
B465-SRV-1640	KIT W/B465/B11R/D1640/D8004/B444-V	Each	737.80
B40-MB25	INDOOR/OUTDOOR MULTIBAND ANTENNA, CELL, 25FT CABLE	Each	183.60
B40-MB50	INDOOR/OUTDOOR MULTIBAND ANTENNA, CELL, 50FT CABLE	Each	203.15
B40-P	INDOOR/OUTDOOR PUCK ANTENNA, CELL, 6.5FT CABLE	Each	110.50

B426	CONETTIX IP ETHERNET INTERFACE	Each	282.20
B450	PLUG-IN COMMUNICATION MODULE ADAPTER FOR B SERIES, G SERIES AND FPD7024 PANELS	Each	120.70
B46	EXTERNAL ANNUNCIATOR	Each	24.40
B465	UNIVERSAL DUAL PATH COMMUNICATOR	Each	293.25
B465-MR-120WI	KIT (B465 COMMUNICATOR, B10R-1640-120WI MEDIUM RED ENCLOSURE W/16.5 VAC 40VA, B46 EXTERNAL ANNUNCIATOR, D101 LOCK & KEY)	Each	422.45
B465-MR-1640	KIT (B465 COMMUNICATOR, B10R MEDIUM RED ENCLOSURE, B46 EXTERNAL ANNUNCIATOR, D101 LOCK & KEY, D1640 TRANSFORMER, D8004 TRANSFORMER ENCLOSURE)	Each	445.40
B465-MW-1640	KIT (B465 COMMUNICATOR, B10 MEDIUM WHITE ENCLOSURE, D101 LOCK & KEY, D1640 TRANSFORMER)	Each	352.75
B465-SR-1640	KIT (B465 COMMUNICATOR, B11R SMALL RED ENCLOSURE, D101 LOCK & KEY, D1640 TRANSFORMER, D8004 TRANSFORMER ENCLOSURE)	Each	403.75
B465-SW-1640	KIT (B465 COMMUNICATOR, B11 SMALL WHITE ENCLOSURE, D101 LOCK & KEY, D1640 TRANSFORMER)	Each	344.25
D6201-500-USB	500 ACCOUNT USB KEY FOR CONETTIX IP	Each	1043.80
D6201-USB	3200 ACCOUNT USB KEY FOR CONETTIX IP	Each	5220.70
ITS-D6686-UL	CONETTIX IP ETHERNET ADAPTOR FOR D6600 (IPv6 and IPv4) - 120VAC	Each	973.25

ISC-PDL1-W18G	60' PROFESSIONAL SERIES PIR/MICROWAVE TRITECH	Each	93.50
ISC-PDL1-WA18G	60' PROFESSIONAL SERIES PIR/MICROWAVE TRITECH WITH MULTI-POINT ANTIMASK	Each	136.00
ISC-PDL1-WA18GB	60' PROFESSIONAL SERIES PIR/MICROWAVE TRITECH WITH MULTI-POINT ANTIMASK, FORM B (N/O) RELAY	Each	136.00
ISC-PPR1-W16	60' PROFESSIONAL SERIES PIR	Each	62.56
ISC-PPR1-WA16G	60' PROFESSIONAL SERIES PIR WITH MULTI-POINT ANTIMASK	Each	119.85
ISC-BPR2-WP12	BLUE LINE GEN 2 PIR 40 FT. BY 40 FT. - PET FRIENDLY SELECTABLE	Each	22.95
ISC-BPR2-W12	BLUE LINE GEN 2 PIR 40 FT. BY 40 FT.	Each	22.02
ISC-BPQ2-W12	BLUE LINE GEN 2 QUAD PIR 40 FT. BY 40 FT.	Each	35.45
ISC-BDL2-WP12G	BLUE LINE GEN 2 TRITECH 40 FT. BY 40 FT. - PET FRIENDLY SELECTABLE	Each	52.28
ISC-BDL2-WP6G	BLUE LINE GEN 2 TRITECH 20 FT. BY 20 FT. - PET FRIENDLY SELECTABLE	Each	48.11
ISC-BDL2-W12G	BLUE LINE GEN 2 TRITECH 40 FT. BY 40 FT.	Each	55.42
ISC-CDL1-W15G	COMMERCIAL SERIES TRITECH DETECTOR 50 BY 50 FT.	Each	76.59
ISC-CDL1-WA12G	COMMERCIAL SERIES TRITECH DETECTOR WITH ANTI-MASK 40 BY 40 FT.	Each	90.95
ISC-CDL1-WA15G	COMMERCIAL SERIES TRITECH DETECTOR WITH ANTI-MASK 50 BY 50 FT.	Each	102.85
DS720I	300 FT PIR/MICROWAVE TRITECH	Each	239.70
DS778	200' LONG RANGE PIR	Each	147.05
DS794Z	80' & 200' LONG RANGE PIR	Each	164.90
DS936B	LOW PROFILE CEILING MOUNT DETECTOR IN BLACK ENCLOSURE	Each	85.00
DS936	LOW PROFILE CEILING MOUNT PIR	Each	78.37

DS9360	60' DIAMETER COMMERCIAL CEILING MOUNT PIR/MICROWAVE TRITECH	Each	147.05
DS937	50' DIAMETER PIR	Each	91.80
DS9370	70' DIAMETER CEILING MOUNT TRITECH - WHITE	Each	135.15
DS9371	70' DIAMETER CEILING MOUNT TRITECH - BLACK	Each	135.15
DS939	70' DIAMETER CEILING MOUNT PIR	Each	123.25
DS915	30' RECESSED MOUNT PIR	Each	89.25
OD850-F1	50 FT BY 50 FT OUTDOOR PIR/MICROWAVE TRITECH	Each	162.35
DS150I	PIR REQUEST TO EXIT SENSOR GRAY	Each	91.80
DS150ITP160	DS150I WITH TP160 PLATE	Each	93.50
DS151I	PIR REQUEST TO EXIT SENSOR BLACK	Each	91.80
DS160	PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY	Each	96.90
DS161	PIR REQUEST TO EXIT SENSOR WITH SOUNDER BACK	Each	96.90
TP160	TRIM PLATE FOR DS150/DS160	Each	2.08
TP161	TRIM PLATE FOR DS151/DS161	Each	2.08
DS1101I	GLASS BREAK ROUND 25 FT	Each	50.24
DS1102I	GLASS BREAK SQUARE 25 FT	Each	50.24
DS1103I	GLASS BREAK FLUSH 25 FT	Each	50.24
DS1109I	GLASS BREAK, FRAME MOUNT 10 ft	Each	39.70
DS1110I	GLASS BREAK TESTER	Each	83.56
ISC-SK10	SHOCK SENSOR	Each	90.95
ISN-SM-50	SEISMIC DETECTOR 50 METER SQ	Each	176.80
ISN-SM-80	SEISMIC DETECTOR 80 METER SQ	Each	334.05
ISN-SMS-W7	SENSOR TOOL PC SOFTWARE	Each	125.80
ISN-GMX-B0	FLOOR BOX	Each	167.45
ISN-GMX-P0	DETECTOR MOUNTING PLATE	Each	31.37

ISN-GMX-P3S2	2MM SPACER FOR SWIVEL PLATE	Each	12.55
ISN-GMX-PZ	SWIVEL PLATE	Each	85.85
ISN-GMX-S1	TEST TRANSMITTER	Each	41.82
ISN-GMX-W0	WALL RECESS SET	Each	109.65
ISC-FPB1-W120QF	PHOTO BEAM 120/240M QUAD 4CH	Each	527.00
ISC-FPB1-W200QS	PHOTO BEAM 200/400M QUAD 1CH	Each	436.90
ISC-FPB1-W30DS	PHOTO BEAM 30/60M DUAL 1CH	Each	112.20
B328	SWIVEL MOUNTING BRACKET	Each	13.06
B335-3	SWIVEL MOUNT FOR 774/932 SERIES	Each	13.06
B338	UNIVERSAL CEILING BRACKET	Each	8.36
B800	CEILING MOUNT BRACKET	Each	8.36
OMLR93-3	L/R OPT MIRROR 70FT 3/PKG	Each	10.85
ISN-CMINI-10W	3/8" MINIATURE RECESSED CONTACT WHITE 10 PK	Each	28.65
ISN-CSD70-W	3/4" STUBBY RECESSED CONTACT WHITE - 10 PK	Each	28.65
ISN-CSD80-W	1" STUBBY RECESSED CONTACT WHITE - 10 PK	Each	28.65
ISN-CSTB-10W	3/8" STUBBY CONTACT WHITE -10 PACK	Each	19.89
ISN-CSTB-TCW	3/8" STUBBY CONTACT WHITE -10 PACK	Each	23.97
ISN-CTC75-W	3/4" CONTACT WITH TERMINAL CONNECTION WHITE	Each	26.18
ISN-C45-W	MINIATURE STICK-ON CONTACT WHITE 10 PK	Each	28.65
ISN-C60-W	SLIM SURFACE CONTACT WITH TERMINALS WHITE 10 PK	Each	26.18
ISN-C66	TRACK MOUNT OVERHEAD DOOR CONTACT	Each	28.65
ISN-CFM-102B	FLANGE MOUNT CONTACT WITH SIDE LEADS BROWN -10PK	Each	22.02
ISN-CFM-102W	FLANGE MOUNT CONTACT WITH SIDE LEADS WHITE -10PK	Each	22.02

ISN-CMET-200AR	COMMERCIAL METAL CONTACT	Each	10.98
ISN-CMET-4418	OVERHEAD DOOR CONTACT	Each	19.89
ISN-CSM20-WGB	SURFACE MOUNT COMMERCIAL CONTACT BROWN	Each	8.36
ISN-CSM20-WGW	SURFACE MOUNT COMMERCIAL CONTACT WHITE	Each	8.36
ISN-CSM35-W	SURFACE MOUNT CONTACT WHITE - 10 PACK	Each	26.18
ISN-CSM35-WGW	SURFACE MOUNT WIDE GAP CONTACT WHITE - 10 PACK	Each	30.77
004340		per 1,000	195.08
0023230		per 1,000	218.03
0043430		per 1,000	195.08
43460	22-04 OAS STR CMP Grn Jkt	per 1,000	195.08
416310WBT	22-04 OAS STR CMR Blk + WBT	per 1,000	214.20
416400WBT	22-06 OAS STR CMR WBT Gry Jkt	per 1,000	288.15

441220	12-02 OAS STR CL3P Wht Jkt	per 1,000	652.80
444351-30	22-06 OAS STR CMP Ylw Jkt	per 1,000	263.93
444381	22-04 UNS STR CMP Red Stp	per 1,000	168.30
445600	24-4P UNS SOL CMP C3 Wht Jkt	per 1,000	216.75
446100	4 Elem Comp Cable CMP Wht Jkt	per 1,000	1068.45
555610	24-4P UNS SOL CMP C5E Wht Jkt	per 1,000	251.18
555619	24-4P UNS SOL CMP C5E Blu Jkt	per 1,000	251.18
556600	23-4P UNS SOL CMP C6 Wht Jkt	per 1,000	350.63
4461111WBT	4 Elem Comp Cable CMR Blk Jkt	per 1,000	1013.63
665610-110DB	24-4P UNS SOL PE C5E Blk DB	per 1,000	261.38

712110VNQ	14-02 OAS STR DB TC Quad	per 1,000	599.25
713110VNQ	16-02 OAS STR DB TC Quad	per 1,000	456.45
714310VNQ	18-04 OAS STR DB TC Quad	per 1,000	544.43
761260	12-02 UNS SOL FPLP Red Jkt	per 1,000	516.38
761347	16-04 OAS SOL FPLP Gry Stp	per 1,000	465.38
761360	16-02 UNS SOL FPLP Red Jkt	per 1,000	239.70
761380	16-04 UNS SOL FPLP Red Jkt	per 1,000	430.95
767920	14-02 OAS SOL FPLP Red Jkt	per 1,000	381.23
767963	14-02 UNS SOL FPLP Ylw Stp	per 1,000	348.08
775600-110DB	23-4P UNS SOL C6 Blk DB	per 1,000	346.80



4461030	4 Elem Comp Cable CMP Ylw Jkt	per 1,000	1068.45
5556110	24-4P UNS SOL CMP C5E Red Jkt	per 1,000	251.18
5556130	24-4P UNS SOL CMP C5E Ylw Jkt	per 1,000	251.18
5556180	24-4P UNS SOL CMP C5E Gry Jkt	per 1,000	251.18
7613290	16-02 OAS SOL FPLP Wht Jkt	per 1,000	274.13
7613690	16-02 UNS SOL FPLP Wht Jkt	per 1,000	239.70
7679690	14-02 UNS SOL FPLP Wht Jkt	per 1,000	348.08
2100-LTEGSM4	AT&T Unit	Each	884.00
2100-LTEVER4	Verizon Unit	Each	884.00
Cellevator-1		Each	382.50

Z4-01966004	Axis V5925 PTZ Network Camera	Each	1826.65
Mfg SKU	Product Description	Unit of Measure	KCDA Bid Price
4300-30-201-313	Door Electrified Deadlatch 1 1/8 Backset	Each	427.55
4300-30-202-628	Door Electrified Deadlatch 1 1/8 Backset"	Each	427.55
4510-35-628	Standard Duty Deadlatch 628 Finish	Each	68.00
4591-02-628	Mechanical deadlatch push paddle	Each	128.35
4901-01-630	Deadlatch Strike 630 Finish	Each	19.55
7130-540-628-00	Adam Rite Door Strike	Each	183.60
7140 510 628	El Strike 24V Fse Dc Hm 628	Each	183.60
8802-36		Each	472.60
8802-42		Each	472.60
CM-3050R	Camden Push Button Red No/Nc Push/Pull Maintained	Each	132.60
CM-4020B	Camden Ind/Out Mushroom Btn Blue No/Nc Momentary	Each	102.00
CM-7000GE	Camden GREEN Recessed Exit Button	Each	93.50
CM-703E	Emergency Pull Station Blue 1 N/O, 1 N/C Contact	Each	54.40
CM-9080	Vandal Resistant DPDT Momentary Push Button	Each	95.20
CM-9600/7	Illuminated Push To Exit Button 12/24vdc	Each	153.85

14-S-CW	Door Lock Wrap Around Plate 5 x 14"H "	Each	41.95
BLP-107-630	Latch Protector 3 1/4W x 7"H 630 Finish"	Each	24.61
BLP-110-630	Latch Protector 3 1/4W x 10"H 630 Finish"	Each	30.88
CLP-106-630	Narrow Concealed Bolt Latch Guard	Each	29.92
CLP-110-630	DNJ CLP-110-630 Latch Protector	Each	30.88
EFP-120-PC	EFP-120-PC Latch Filler Plate	Each	3.36
EHC-100-PC	EHC-100-PC Bore Hole Cover Filler Plate 2 5/8 OD"	Each	13.39
1006CDB-12/24D-630	1006CDB-12/24D-630	Each	667.25
1006CLB-12/24D-630	1006CLB-12/24D-630 Electric Strike	Each	641.75
2005M3 Smart-Pac III	2005M3 SMART-PAC III Replacement	Each	97.75
2007M	HES 2007M Plug in Pigtail Connector, Elec Strike	Each	20.40
4500C-12/24-630	4500C-12/24-630 Electric Strike	Each	637.50
5000C-12/24D-630	5000C-12/24D-630 Electric Strike	Each	190.40
5104 1",HES 5104 1" Stackable Lip Extension For5000 Strike"		Each	57.80
1170239	5104-1/2IN Stackable Lip Extension For 5000 Strike	Each	51.00
5200-500	Filler Block 5200 strikes Retro Fit Application	Each	65.45
5200C-12/24-630	5200C-12/24-630 Electric Strike	Each	198.90
5204-1		Each	59.50
1206764	1/2 Lip Extension for 5200 Strikes"	Each	51.00
7000C-12/24D-630	7000C-12/24D-630 Electric Strike	Each	323.00
7501-12/24D-630	7501-12/24D-630 Electric Strike	Each	620.50
8000C-12/24D-630	8000C-12/24D-630 Electric Strike Complete	Each	233.75
9400-12/24D-630		Each	590.75
9600-12/24D-630	9600-12/24D-630 Electric Strike	Each	590.75

T.REX-LT	Request-to-Exit Motion Tamper/Timer	Each	102.00
T.REX-LT2	Request-to-Exit Motion Tamper, Timer, 2 Relays	Each	131.75
T.REX-PLATE	Back plate for the T-REX WHITE	Each	14.45
T.REX-XL	Request-to-Exit Motion Tamper, Piezo, Timer	Each	123.25
T.REX-XL2	Request-to-Exit Motion Tamper Piezo Timer 2 Relays	Each	153.00
T.REX-XLBLK	Request-to-Exit Motion Tamper, Piezo, Timer, Black	Each	123.25
K-DL38A	Armored Door Cord w/ 3/8 id flex x 18 long Alum"	Each	44.11
K-DLA	K-DLA Amored Door Loop Clear Aluminum	Each	37.72
K-DLB		Each	37.78
K-DL38BLK		Each	44.41
K-DLBLK	K-DLBLK Armored Door Loop Black	Each	39.59
N1178B/ST	1 Stubby Recessed Steel Door Wide Gap - Brown"	Each	6.97
N1178B/STDD	1 Stubby Recessed Steel Door Wide Gap Dpdt Brown"	Each	21.25
N1178CB/ST	3/4 Recessed Door Contact Wide Gap - Brown"	Each	6.33
N1178CB/STDD	3/4 Stubby Recessed Steel Dr Wide Gap Dpdt Brown"	Each	20.36
N1178CW/ST	3/4 Stubby Wide-Gap Contact-White"	Each	6.33
N1178CW/STDD	3/4 Stubby Recessed Steel Dr Wide Gap Dpdt White"	Each	20.36
N1178W/ST	1 Stubby Recessed Steel Door Wide Gap - White"	Each	7.14
N1178W/STDD	1 Stubby Recessed Steel Door Wide Gap Dpdt White"	Each	21.17
N200AU/M	Mini Overhead Door Universal Magnet : Color Silver	Each	10.54
N200AU/ST	Oh Door Mini Sw Univ Mag No Dead Spot Tech Silver	Each	19.04
N205AU/ST036	OH Door Standard Sw w/ Universal Mount 36 leads"	Each	28.31
N205AU/STDD	Door/Gate Contacts For Gates/Doors 2.5 Gap Gate "	Each	39.44

N205WG/ST	Nascom Wide Gap Gate Contact 5.5 Gap"	Each	62.65
N205XG/ST	N205XG/ST Overhead Door Contact Floor Mount	Each	85.34
N282TXGB/ST	Surface Mount Contact Brown	Each	7.82
N282TXGW/ST	Surface Mount Contact White	Each	7.82
N505ASCD/ST	Oh Rail Mt Sw Curtain Drs No Dead Spot Tech Silver	Each	38.25
N505AU/ST	Surface Mount Contact No Dead Spot Silver	Each	23.04
N505AU/STDD	Man Dr Surface Mt Alum Steel Door Dpdt Sw Silver	Each	37.83
N505AUTM/ST	Overhead Track Mount Door Contact (Rail Mount)	Each	36.00
N505AUTM/ST036	Overhead Track Mount Door Contact (Rail Mount)	Each	39.40
N505AUTM/STDD	Overhead Track Mount Door Contact DP (Rail Mount)	Each	50.53
N505AUTMC/ST	Overhead Door Rail Mount Commercial	Each	43.48
SHARK/M	Magnet - Top Door Mounting On Metal Door Channels	Each	5.10
SHARK/MW		Each	5.10
660-PB	Station Control Momentary Pushbutton In Mount Box	Each	172.55
660-T4	Station Control MAINTAINED Pushbutton In Mount Box	Each	175.95
ND80PD RHO-C 626	ND80PD RHO 626 storeroom lock	Each	697.00
ND80PDEL/EU RHO 626 24V		Each	976.65
ND80PDEU RHO 613	Electrified Leverset Rhodes Lever 613 Finish	Each	976.65
LR100-PDK	Precision ELR Kit	Each	580.55
LR100ARK	Electric Latch Retraction Kit - Adams Rite	Each	563.55
LR100FAK	Electric Latch Retraction Kit - Falcon Exit Device	Each	584.80
LR100FAK-EM	Electric Latch Retractin Kit External Module	Each	631.55
LR100JAK	24V Latch Retraction Dogging Kit for Jackson 2000	Each	700.40
LR100KWK-EM	Kawaneer ELR Latch Retrofit Kit	Each	627.30
LR100PDK	Electric Latch Retraction Kit	Each	580.55

LR100SGK	Sargent Electric Latch Retraction Kit Retrofit Kit	Each	580.55
LR100VDK	Dual Electric Latch Retraction and Dogging Kit	Each	580.55
AOS-62	Offset Strike Plate For M62	Each	126.65
AOS-62D	Offset Strike Plate For M62D	Each	157.25
ASB-32CL	Aluminum Spacer Bracket For M32 Maglocks	Each	47.60
ASB-62BK	Alum Frm Spacer Bracket Model 62 BLACK	Each	64.60
ASB-62CL	Alum Frm Spacer Bracket Model 62 Clear Anodized	Each	64.60
CWB-32BK	Conc Wood Brkt Mod32 Black	Each	72.25
CWB-62BK	Concrete/Wood Bracket - M62, BLACK	Each	64.60
CWB-62CL	Concrete/Wood Bracket - M62, Clear Anodized	Each	64.60
DC-32BK	Dc - M32, Black Anodized	Each	49.30
DC-62BK	Decorative cover for M62 Mag Lock BLACK	Each	49.30
DC-62CL	Decorative cover for M62 Mag Lock	Each	49.30
DDC-62BK	Dress Cover for Double Magnetic Lock - Black	Each	131.75
DDC-62CL	Dress Cover for Double Magnetic Lock - Clear	Each	131.75
DH24120FPC	Semi-flush Powder Coated Chrome Door Holder	Each	138.55
DM62	Double Magnetic Lock 12/24VDC	Each	1013.20
DM62BD	Maglock Model 62, Double, Door Position	Each	1362.55
FMK-SL	Access central flex-mount bracket kit sliding gate	Each	119.00
FMK-SW	Access central flexmount bracket kit swinging gate	Each	147.90
GL1-FL	2000 lbs. Holding Force Gate Lock	Each	392.70
ICPT	Inductive Coupling Power Transfer 12/24 VDC	Each	256.70
IMXDA	Integrated Electronic Exit Delay System	Each	1300.50
M32	Securitron M32 Maglock 12/24Vdc Selectable	Each	369.75
M34R	Mag Lock 12/24Vdc 10 1/2L x 1 1/8"d x 1 1/2"h"	Each	425.00
M62	SEC M62-12/24 Securitron Mag Lock	Each	472.60
M62BD	Mag Lock 1200LB 12/24vdc Satin Chrome	Each	633.25
M62D	M62D 12/24 Mag Lock W/ Integrated Door Position SW	Each	540.60
M62F	Face Drilled Mag Lock	Each	575.45

M62FGD	Maglock 12/24VDC, Face Drilled, Gate Conduit	Each	472.60
M62GB	Mag Lock w/ Magnetic Bond Sensor & Gate Conduit	Each	545.70
M62-SS	Split Maglock 1200lbs Holding Force 12/24Vdc	Each	574.60
MK	Momentary Single Gang Keyswitch	Each	132.60
MKA	Mortise Keyswitch 1G SPDT 12/24VDC w/ Anti Tamper	Each	132.60
MKA2	Mortise Keyswitch, Alternate, Dpdt	Each	155.55
PB2	2 Square Momentary	Each	97.75
PB2E	2 Square Momentary Push Button	Each	71.40
PB3EAR	1 X 3/4" Alternate	Each	79.05
PB3N	1 X 3/4" Rectangle	Each	104.55
PB5	2 Round	Each	120.70
PBA	1-1/2 Round Alternate	Each	153.00
SAM	Access control mag lock weatherproof brsteel	Each	954.55
SAM2-24	Mini Shear Aligning Mag Lock 600lbs 24VDC	Each	722.50
SAMB	Securitron Maglock With Bond Sensor	Each	1041.25
TS-14	Pneumatic Green Mushroom Push Button w/1g Plate	Each	328.95
TS-16	Pneumatic Time Delay Request-to-Exit Button	Each	281.35
TSB-BK	Touch Sense Bar 36 Anodized Black w/ Door Cord"	Each	476.85
TSB-C	Armored Door Cord With Gray/Black Caps 18", ",16.00"	Each	35.70
TSB-CL	Touch Sense Bar 36 Clear Anodized W/ Door cord"	Each	445.40
UHB-CL-12	Universal Header Bracket Clear Anodized	Each	114.75
ZA-32/62CL	Adjustable Z Bracket Mag Lock	Each	168.30
154 SP28	Mullion Stablizers Aluminum	Each	113.05
154 SP313	Mullion Stablizers Dark Bronze	Each	113.05
4954 10'-2 Mullion SP28"		Each	872.95
4954 7'-2 Mullion SP28"		Each	697.85

4954 7'-2 Mullion Sp313"		Each	697.85
4954 8'-2 Mullion SP28"		Each	755.65
6111-US32D-24VDC- FSE		Each	1033.60
6210 FSE 24VDC US32D	Electric Stike Fail Secure 24vdc Mortise	Each	969.85
6211 24VDC US32D		Each	934.15
98EO US26D 3'	98EO US26D 3'	Each	1623.50
990DT SP313	Dummy Trim Dark Bronze	Each	295.80
990DT US26D	Dummy Trim for 98 or 99 Series Satin Chrome	Each	295.80
99EO 313 3'	Push Bar 3' NON elctrified Dark Bronze	Each	1552.95
99EO US26D 3'	99 Series Exit Only/No Trim Satin Chrome	Each	1623.50
99EO US26D 4'	Push Bar US26D 4'	Each	1644.75
PS904	Von Duprin Power Supply for QEL Lock	Each	568.65
PS914	Von Duprin Power Supply 120/240vac In12/24 vdc Out	Each	861.05
QEL MODULAR KIT 114317-00		Each	1018.30
QEL99EO US26D 3'	Von Duprin Electrified Exit Device 3' Push Bar	Each	2641.80
QC-C006	6 Harness-Cv Tech"	Each	31.93
QC-C012	Mckinney 12 Cable"	Each	39.88
QC-C1500	Mckinney 15' Cable	Each	103.68
QC-C1500P	15' Harness-Cv Tech	Each	115.74
QC-C300P	38 Door Cable"	Each	55.85
QC-C400P	50 Wire Harness"	Each	59.84
T4A3386 4.5 X 4.5 26D QC8		Each	363.74



T4A3386 4.5x4.5-QC8 613E		Each	370.89
T4A3386 5 x4.5 26D QC8		Each	363.74
T4A3386 5.0 x 4.5 QC8 26D		Each	363.74
TA2714 4.5 x 4 26D QC8		Each	217.18
TA2714 4.5x4.5 26D QC8		Each	217.18
TA2714 26D QC8 4.5 X 4		Each	217.18
TA2714 4.5 x 4.5 QC8 26D		Each	226.53
004340		per 1,000	195.08
0023230		per 1,000	218.03
0043430		per 1,000	195.08
43460	22-04 OAS STR CMP Grn Jkt	per 1,000	195.08

416310WBT	22-04 OAS STR CMR Blk + WBT	per 1,000	214.20
416400WBT	22-06 OAS STR CMR WBT Gry Jkt	per 1,000	288.15
441220	12-02 OAS STR CL3P Wht Jkt	per 1,000	652.80
444351-30	22-06 OAS STR CMP Ylw Jkt	per 1,000	263.93
444381	22-04 UNS STR CMP Red Stp	per 1,000	168.30
445600	24-4P UNS SOL CMP C3 Wht Jkt	per 1,000	216.75
446100	4 Elem Comp Cable CMP Wht Jkt	per 1,000	1068.45
555610	24-4P UNS SOL CMP C5E Wht Jkt	per 1,000	251.18
555619	24-4P UNS SOL CMP C5E Blu Jkt	per 1,000	251.18
556600	23-4P UNS SOL CMP C6 Wht Jkt	per 1,000	350.63

4461111WBT	4 Elem Comp Cable CMR Blk Jkt	per 1,000	1013.63
665610-110DB	24-4P UNS SOL PE C5E Blk DB	per 1,000	261.38
712110VNQ	14-02 OAS STR DB TC Quad	per 1,000	599.25
713110VNQ	16-02 OAS STR DB TC Quad	per 1,000	456.45
714310VNQ	18-04 OAS STR DB TC Quad	per 1,000	544.43
761260	12-02 UNS SOL FPLP Red Jkt	per 1,000	516.38
761347	16-04 OAS SOL FPLP Gry Stp	per 1,000	465.38
761360	16-02 UNS SOL FPLP Red Jkt	per 1,000	239.70
761380	16-04 UNS SOL FPLP Red Jkt	per 1,000	430.95
767920	14-02 OAS SOL FPLP Red Jkt	per 1,000	381.23

767963	14-02 UNS SOL FPLP Ylw Stp	per 1,000	348.08
775600-110DB	23-4P UNS SOL C6 Blk DB	per 1,000	346.80
4461030	4 Elem Comp Cable CMP Ylw Jkt	per 1,000	1068.45
5556110	24-4P UNS SOL CMP C5E Red Jkt	per 1,000	251.18
5556130	24-4P UNS SOL CMP C5E Ylw Jkt	per 1,000	251.18
5556180	24-4P UNS SOL CMP C5E Gry Jkt	per 1,000	251.18
7613290	16-02 OAS SOL FPLP Wht Jkt	per 1,000	274.13
7613690	16-02 UNS SOL FPLP Wht Jkt	per 1,000	239.70
7679690	14-02 UNS SOL FPLP Wht Jkt	per 1,000	348.08

ACT	One-time setup fee for configuring a Galaxy Dealer account for Cloud	Each	1700.00
AC1	Concierge Service PER READER / PER MONTH (\$10/mo/reader) Doors (1-	Each	17.00
AC2	Concierge Service 50 READER PACK / PER MONTH (\$7/mo/reader)	Each	595.00
AC3	Concierge Service 100 READER PACK / PER MONTH (\$5/mo/reader)	Each	850.00
CCVIDEOINT	Hanwha Integration: 3rd party video integration with access control.	Each	#VALUE!
BD1	Badge Printing - Hosted Systems Only	Each	34/mo
IC1	Intercom SIP Service and cloud management monthly fee per suite per	Each	3.40/mo
ICUnlimited	Intercom SIP Service and cloud management monthly fee for an	Each	255/mo
ADACT	One-tme Active Directory professional services fee. Galaxy will provide	Each	850.00
AD1	1 to 5,000 user accounts synced	Each	34/mo
AD2	5,001 to 25,000 user accounts synced	Each	170/mo
AD3	25,000+ user accounts synced	Each	340/mo
90-0600-70/8PUP	SG Professional 8 Reader Upgrade (System Key Required)	Each	374.00
90-0600-70/8CUP	SG Corporate 8 Reader Upgrade (System Key Required)	Each	935.00
90-0600-70/8EUP	SG Enterprise 8 Reader Upgrade (System Key Required)	Each	1122.00
90-0600-70/8P	SG Professional Up to 8 Readers with first year software maintenance	Each	187.00
P8PORTMAINT	Additional 1 year software maintenance	Each	93.50
90-0600-70/16P	SG Professional up to 16 Readers with first year software maintenance	Each	561.00
P16PORTMAINT	Additional 1 year software maintenance	Each	187.00
90-0600-70/8C	SG Corporate Up to 8 Readers with first year software maintenance	Each	935.00
C8PORTMAINT		Each	144.50
90-0600-70/16C	SG Corporate Up to 16 Readers with first year software maintenance	Each	1870.00
C16PORTMAINT	Additional 1 year software maintenance	Each	289.00
90-0600-70/24C	SG Corporate Up to 24 Readers with first year software maintenance	Each	2805.00
C24PORTMAINT	Additional 1 year software maintenance	Each	433.50
90-0600-70/32C	SG Corporate Up to 32 Readers with first year software maintenance	Each	3740.00
C32PORTMAINT	Additional 1 year software maintenance	Each	578.00
90-0600-70/40C	SG Corporate Up to 40 Readers with first year software maintenance	Each	4675.00
C40PORTMAINT	Additional 1 year software maintenance	Each	722.50
90-0600-70/48C	SG Corporate Up to 48 Readers with first year software maintenance	Each	5610.00
C48PORTMAINT	Additional 1 year software maintenance	Each	867.00

90-0600-70/56C	SG Corporate Up to 56 Readers with first year software maintenance	Each	6545.00
C56PORTMAINT	Additional 1 year software maintenance	Each	1011.50
90-0600-70/64C	SG Corporate Up to 64 Readers with first year software maintenance	Each	7480.00
C64PORTMAINT	Additional 1 year software maintenance	Each	1156.00
90-0600-70/72C	SG Corporate Up to 72 Readers with first year software maintenance	Each	8415.00
C72PORTMAINT	Additional 1 year software maintenance	Each	1300.50
90-0600-70/80C	SG Corporate Up to 80 Readers with first year software maintenance	Each	9350.00
C80PORTMAINT	Additional 1 year software maintenance	Each	1445.00
90-0600-70/88C	SG Corporate Up to 88 Readers with first year software maintenance	Each	10285.00
C88PORTMAINT	Additional 1 year software maintenance	Each	1589.50
90-0600-70/96C	SG Corporate Up to 96 Readers with first year software maintenance	Each	11220.00
C96PORTMAINT	Additional 1 year software maintenance	Each	1734.00
90-0600-70/104C	SG Corporate Up to 104 Readers with first year software maintenance	Each	12155.00
C104PORTMAINT	Additional 1 year software maintenance	Each	1878.50
90-0600-70/112C	SG Corporate Up to 112 Readers with first year software maintenance	Each	13090.00
C112PORTMAINT	Additional 1 year software maintenance	Each	2023.00
90-0600-70/120C	SG Corporate Up to 120 Readers with first year software maintenance	Each	14025.00
C120PORTMAINT	Additional 1 year software maintenance	Each	2167.50
90-0600-70/128C	SG Corporate Up to 128 Readers with first year software maintenance	Each	14960.00
C128PORTMAINT	Additional 1 year software maintenance	Each	2312.00
90-0600-70/8E	SG Enterprise Up to 8 Readers with first year software maintenance	Each	1122.00
E8PORTMAINT	Additional 1 year software maintenance	Each	170.00
90-0600-70/16E	SG Enterprise Up to 16 Readers with first year software maintenance	Each	2244.00
E16PORTMAINT	Additional 1 year software maintenance	Each	340.00
90-0600-70/24E	SG Enterprise Up to 24 Readers with first year software maintenance	Each	3366.00
E24PORTMAINT	Additional 1 year software maintenance	Each	510.00
90-0600-70/32E	SG Enterprise Up to 32 Readers with first year software maintenance	Each	4488.00
E32PORTMAINT	Additional 1 year software maintenance	Each	680.00
90-0600-70/40E	SG Enterprise Up to 40 Readers with first year software maintenance	Each	5610.00
E40PORTMAINT	Additional 1 year software maintenance	Each	850.00
90-0600-70/48E	SG Enterprise Up to 48 Readers with first year software maintenance	Each	6732.00

E48PORTMAINT	Additional 1 year software maintenance	Each	1020.00
90-0600-70/56E	SG Enterprise Up to 56 Readers with first year software maintenance	Each	7854.00
E56PORTMAINT	Additional 1 year software maintenance	Each	1190.00
90-0600-70/64E	SG Enterprise Up to 64 Readers with first year software maintenance	Each	8976.00
E64PORTMAINT	Additional 1 year software maintenance	Each	1360.00
90-0600-70/72E	SG Enterprise Up to 72 Readers with first year software maintenance	Each	10098.00
E72PORTMAINT	Additional 1 year software maintenance	Each	1530.00
90-0600-70/80E	SG Enterprise Up to 80 Readers with first year software maintenance	Each	11220.00
E80PORTMAINT	Additional 1 year software maintenance	Each	1700.00
90-0600-70/88E	SG Enterprise Up to 88 Readers with first year software maintenance	Each	12342.00
E88PORTMAINT	Additional 1 year software maintenance	Each	1870.00
90-0600-70/96E	SG Enterprise Up to 96 Readers with first year software maintenance	Each	13464.00
E96PORTMAINT	Additional 1 year software maintenance	Each	2040.00
90-0600-70/104E	SG Enterprise Up to 104 Readers with first year software maintenance	Each	14586.00
E104PORTMAINT	Additional 1 year software maintenance	Each	2210.00
90-0600-70/112E	SG Enterprise Up to 112 Readers with first year software maintenance	Each	15708.00
E112PORTMAINT	Additional 1 year software maintenance	Each	2380.00
90-0600-70/xxxxxE	Additional increments of 8 readers	Each	1122.00
ExxxxxPORTMAINT	Additional 1 year software maintenance/ 8 readers	Each	170.00
90-0600-80E	Enterprise level Client Workstation License (Thick Client)	Each	510.00
90-0600-80L	LaunchPoint OP - Browser based SG thin client. (1) concurrent license.	Each	510.00
90-0903-10	Integrated Badging PER CLIENT (does not include capturing equipment or	Each	680.00
90-0903-10PP	Integrated Badging PER CLIENT With printer purchase	Each	340.00
90-0903-30	Magnetic encoding option. Printer must have mag encoding hardware	Each	510.00
90-2005-10	Signature capture Serial (includes software and Topaz signature pad)	Each	850.00
TS751HSB	Signature capture USB (includes software and Topaz signature pad)	Each	510.00
90-0200-00	Wireless Lock Interface: Per lock interface fee required to use integrated	Each	425.00
90-0200-05	Biometric Reader Interface: Per reader interface fee required to use	Each	255.00
20-0635-90	OTIS Elevator Interface Designed for the Compass System by OTIS.	Each	1530.00
20-0635-95	KONE Elevator Interface	Each	1530.00
90-0503-90	Schindler Elevator Interface--Interfacing w/Schindler DOES NOT require	Each	1530.00

90-1011-00	Small Form Factor Computer - DELL	Each	2201.50
USF05V1	Small Form Factor Computer - SENECA DATA Configured by Galaxy	Each	1521.50
Customer Setup	Setup of Customer-provided PC	Each	340.00
Key/Mouse-WRLS	Keyboard and Mouse set - wireless	Each	98.60
MON24	LED Monitor Full HD(1080p) 24"	Each	280.50
RSS/E	Enterprise Level Redundant Server Solution. Configuration @ Galaxy Corp	Each	41650.00
RSS/C	Corporate Level Redundant Server Solution. Configuration @ Galaxy Corp	Each	21250.00
NSM2(US)	Ubiquiti NanoStation M2 - 2.4 GHz wireless access point 13+ km	Each	188.70
NSM5(US)	Ubiquiti NanoStation M5 - 5 GHZ wireless bridge 15+ km	Each	188.70
LOCO(M2)	Ubiquiti NanoStation loco M2 -2.4 GHz wireless access point 5+km	Each	105.40
LOCOM5(US)	Ubiquiti NanoStation loco M5 - 5 GHz wireless access point 10+ km	Each	141.53
LED-566HD Kit	Kit includes LED-566HD monitor, TB-565 tote bag and AC-2000 AC	Each	646.00
LED-1709HDR	LED-1709HDR: 17" Rackmount LED-backlit monitor features the latest	Each	697.00
LED-1908HD	LED-1908HD: 19" This LED-backlit monitor features the latest technology	Each	722.50
LED-4301-4K	LED-4301-4K: 42" 4K monitor in metal case, 16:9, 3840x2160, HDMI,	Each	1470.50
LED-1002HD2	LED-1002HD2: Two 9.7" Rack-mount (5RU) monitors feature the latest	Each	1377.00
92-0603-10	635 2 Reader Controller-Includes Small 2 Door Controller Box, CPU, 1	Each	1054.00
92-0603-20	635 2 Reader Controller-Includes Small 2 Door Controller Box, CPU, 1	Each	1147.50
92-0603-25	635 Dual Serial Interface (DSI) Controller-Includes Small 2 Door Controller	Each	1147.50
92-0603-26	635 Dual Serial Interface (DSI) Controller-Includes Small 2 Door Controller	Each	1088.00
92-0603-15	635 POE 2 Reader Controller-Includes Small 2 Door Controller Box, CPU, 1	Each	1054.00
92-0603-30	635 POE 2 Reader Controller-Includes Small 2 Door Controller Box, CPU, 1	Each	1147.50
92-0603-35	635 Dual Serial Interface (DSI) POE Controller-Includes Small 2 Door	Each	1054.00
92-0603-40	635 Dual Serial Interface (DSI) POE Controller-Includes Small 2 Door	Each	1147.50
635PACK2	635 2 Reader UL Controller-Includes Medium Controller Box, CPU, 1 DRM	Each	1181.50
635PACK2PS	635 2 Reader UL Controller-Includes Medium Controller Box, CPU, 1 DRM	Each	1343.00
635PACK4	635 4 Reader UL Controller-Includes Medium Controller Box, CPU, 2	Each	1827.50
635PACK4PS	635 4 Reader UL Controller-Includes Medium Controller Box, CPU, 2	Each	1980.50
635PACK6PS	635 6 Reader UL Controller-Includes Medium Controller Box, CPU, 3	Each	2626.50
635PACK8PS	635 8 Reader UL Controller-Includes Medium Controller Box, CPU, 4	Each	3272.50
635INTL2PS1	635 2 Reader International Controller-Includes Medium Controller Box,	Each	1343.00



635INTL4PS1	635 4 Reader International Controller-Includes Medium Controller Box,	Each	1980.50
635INTL6PS1	635 6 Reader International Controller-Includes Medium Controller Box,	Each	2626.50
635INTL8PS1	635 8 Reader International Controller-Includes Medium Controller Box,	Each	3272.50
635LG21	635 2 Reader Large Controller-Includes Large Controller Box, CPU, 1 DRM	Each	1921.00
635LG41	635 4 Reader Large Controller-Includes Large Controller Box, CPU, 2	Each	2550.00
635LG61	635 6 Reader Large Controller-Includes Large Controller Box, CPU, 3	Each	3230.00
635LG81	635 8 Reader Large Controller-Includes Large Controller Box, CPU, 4	Each	3850.50
635LG101	635 10 Reader Large Controller-Includes Large Controller Box, CPU, 5	Each	4488.00
635LG121	635 12 Reader Large Controller-Includes Large Controller Box, CPU, 6	Each	5134.00
635LG141	635 14 Reader Large Controller-Includes Large Controller Box, CPU, 7	Each	5780.00
635LG161	635 16 Reader Large Controller-Includes Large Controller Box, CPU, 8	Each	6417.50
92-0635-65	635 Rackmount Controller-Includes Rack Mount Controller Box, 1 CPU &	Each	2210.00
635RACK2	635 2 Reader Rackmount Controller-Includes Rack Mount Controller Box,	Each	2839.00
635RACK4	635 4 Reader Rackmount Controller-Includes Rack Mount Controller Box,	Each	3485.00
635RACK6	635 6 Reader Rackmount Controller-Includes Rack Mount Controller Box,	Each	4122.50
635RACK8	635 8 Reader Rackmount Controller-Includes Rack Mount Controller Box,	Each	4760.00
92-0603-50	2-Door Controller Box w/Power Supply & Wiring Harness (Small) No	Each	374.00
92-0600-10	8-Door Controller Box w/ Altronix Power Supply & Wiring Harness	Each	523.60
92-0600-75	8-Door Controller Box w/ 2 Altronix Power Supplies & Wiring Harness	Each	654.50
92-0600-81	16-Door Controller Box w/ LSP Power Supply w/Battery and Cable (Large)	Each	972.40
92-0650-00	600/635 Retrofit Plate Back Mount. To upgrade 500 to 600/635 does not	Each	515.10
92-0660-00	635 2dr Retrofit Plate Back Mount. To upgrade Satellite to 600/635 2	Each	243.10
20-0635-40	635 Central Processing Unit (CPU) Rev. H Board. The CPU is responsible	Each	586.50
20-0235-10	635 Dual Reader Module (DRM). The DRM is mounted in the controller	Each	637.50
20-0117-20	600 Digital Input/Output Board (DIO). This board has 8 inputs and 4	Each	663.00
20-0650-10	600 Dual Serial Interface Board (DSI). Two serial channels per board. The	Each	595.00
20-0655-10	635 Dual Serial Interface Board (DSI). Two serial channels per board. The	Each	595.00
20-0620-00	635 Relay/Elevator Board (ERM). Each relay board has eight Form-A SPST	Each	425.00
20-0610-15	635 Alarm Monitoring Module (AMM). The AMM allows the system to	Each	425.00
92-0630-05	Remote DRM: Includes- DRM, Plastic enclosure, Tamper, NO POWER	Each	734.40
92-0630-10	Remote DRM: Includes- DRM, Metal enclosure, Tamper, with Power	Each	826.20

44-0751-00	Controller Cabinet Lock	Each	17.00
90-0714-60	600/635 SMP3 Power Supply Includes Board/Xformer/Battery	Each	136.00
90-0714-53	12v 7ah Battery for SMP3 Power Supply	Each	42.50
92-3001-05	5v Voltage Regulator Assembly. For use w/ 5v Readers powered from 12v	Each	17.00
86-0726-00	Life Safety Power Supply Retrofit Kit (Medium Controller)	Each	283.90
86-0727-00	Life Safety Power Supply Retrofit Kit (Large Controller)	Each	297.50
81-0680-00	Factory Test Station Cable.	Each	42.50
81-0670-00	600/635 Diagramming/Diagnostic Cable CBL 11701-B (WIDGET Cable)	Each	17.00
81-0602-00	2 Door Ribbon cable (Small Controller)	Each	10.20
81-0600-00	8 Door Ribbon cable (Medium Controller)	Each	17.00
81-0600-80	16 Door Ribbon cable (Large Controller)	Each	25.50
81-2100-00	Serial Programming Cable / CONFIGURATION CABLE	Each	17.00
81-1015-00	Serial to USB Programming Cable	Each	34.00
81-0630-00	600/635 Series 8 Dr Controller Double Power Supply Wiring Harness	Each	85.00
70-0600-00	600/635 Series Component Board Bracket 90° (Med & Lrg controllers)	Each	8.50
70-0602-00	600/635 Series Component Board Bracket 22° (Small controllers)	Each	8.50
92-0630-00	Stacker kit for use with the relay boards. 1 Set contains hardware to	Each	39.10
92-0690-00	Factory Test Station: Allows for field reflashing of 600/635 Series CPU and	Each	2550.00
635CPUEXT6	Extend Warranty to 6 years on 635 CPU	Each	178.50
635CPUEXT7	Extend Warranty to 7 years on 635 CPU	Each	238.00
635CPUEXT8	Extend Warranty to 8 years on 635 CPU	Each	297.50
635DRMEXT6	Extend Warranty to 6 years on 635 DRM	Each	178.50
635DRMEXT7	Extend Warranty to 7 years on 635 DRM	Each	238.00
635DRMEXT8	Extend Warranty to 8 years on 635 DRM	Each	297.50
635DIOEXT6	Extend Warranty to 6 years on 635 DIO	Each	178.50
635DIOEXT7	Extend Warranty to 7 years on 635 DIO	Each	238.00
635DIOEXT8	Extend Warranty to 8 years on 635 DIO	Each	297.50
635DSIEXT6	Extend Warranty to 6 years on 635 DSI	Each	178.50
635DSIEXT7	Extend Warranty to 7 years on 635 DSI	Each	238.00
635DSIEXT8	Extend Warranty to 8 years on 635 DSI	Each	297.50
635REMEXT6	Extend Warranty to 6 years on 635 REM	Each	178.50

635REMEXT7	Extend Warranty to 7 years on 635 REM	Each	238.00
635REMEXT8	Extend Warranty to 8 years on 635 REM	Each	297.50
508iBLUE SUPERPK	508i Blue Controller (power supply included)	Each	3400.00
508iBLUE FIBERSUPERPK		Each	3570.00
508iBLUE ULSUPERPK		Each	3842.00
508iBLUE ULFIBERSUPERPK		Each	4012.00
92-2101-00	508i Blue Controller (power supply included)	Each	2550.00
92-2101-10	508i Blue Controller with Fiber-ready network board	Each	2720.00
92-2101-50	UL 508i Blue Controller (UL power supply included)	Each	2992.00
92-2101-55	UL 508i Blue Controller with Fiber-ready network board	Each	3162.00
508iWAREXT3	Extend Warranty to 3 years on 508i controller	Each	680.00
508iWAREXT4	Extend Warranty to 4 years on 508i controller	Each	1020.00
508iWAREXT5	Extend Warranty to 5 years on 508i controller	Each	1360.00
92-2103-20	502i Blue Controller (power supply and DPI included)	Each	1530.00
92-2103-10	502i Blue Controller with Fiber-ready network board	Each	1700.00
502iBLUEULPK	UL 502i Blue Controller (DPI and UL power supply included)	Each	1972.00
92-2103-55	UL 502i Blue Controller with Fiber-ready network board	Each	2142.00
20-2100-99	Upgrade 200/400/500 Series Controller CPU to 500i Series Controller	Each	1700.00
20-2100-20	500i Series Controller Blue CPU Board. The Central Processing Unit (CPU)	Each	1445.00
20-0266-00	Dual Port Interface (DPI) with Door Supervision Option. This board	Each	382.50
20-0262-00	508i Backplane. This board is the connection point for all system wiring,	Each	680.00
20-0261-00	508i Backplane. UL Listed This board is the connection point for all	Each	680.00
20-0304-10	502i Backplane. This board is the connection point for all system wiring,	Each	510.00
46-2114-06	500i Empty Controller Box	Each	144.50
90-0714-51	500 Series Power Supply LPS3 Linear Power Supply 12vdc or 24vdc @2.5	Each	60.35
90-0714-50	Altronix LPS3 Linear Power Supply Board. 12 or 24VDC @ 2.5A.(For use	Each	102.00
90-0714-90	AL400ULX: 12VDC at 4AMP; 24VDC at 3AMP; UL Listed Burg. (UL603);	Each	227.80
SUPDPIWAREXT3	Extend Warranty to 3 years on Super DPIs	Each	102.00

SUPDPIWAREXT4	Extend Warranty to 4 years on Super DPIs	Each	136.00
SUPDPIWAREXT5	Extend Warranty to 5 years on Super DPIs	Each	170.00
20-0263-10	Standard Network Interface Board. This is a vital communication link in	Each	340.00
20-0263-20	Fiber-Ready Network Interface Board (controller to controller fiber). This	Each	510.00
92-0115-00	Standard AMM (Power supply not included). The AMM facilitates	Each	595.00
92-0115-80	UL Listed AMM (Power supply not included). Same description as the	Each	680.00
92-0116-00	Standard ORM (Power supply not included). The ORM facilitates control	Each	637.50
92-0116-80	UL Listed ORM (Power supply not included). Same description as the	Each	680.00
92-0116-51	Elevator Control Module #1 – Floors 1-16	Each	637.50
92-0116-52	Elevator Control Module #2 – Floors 17-32	Each	637.50
92-0116-53	Elevator Control Module #3 – Floors 33-48	Each	637.50
92-0116-54	Elevator Control Module #4 – Floors 49-64	Each	637.50
92-0116-81	UL Elevator Control Module #1 – Floors 1-16	Each	680.00
92-0116-82	UL Elevator Control Module #2 – Floors 17-32	Each	680.00
92-0116-83	UL Elevator Control Module #3 – Floors 33-48	Each	680.00
92-0116-84	UL Elevator Control Module #4 – Floors 49-64	Each	680.00
UD1100002	Lantronix TCP/IP Serial Server – 100MB w/category 5 connector. This is	Each	562.28
92-0105-10	Parallel Reader Module(PRM) – PRM allows a pair of readers to be	Each	220.58
SFK-DS004-Wiegand	Sure-Fi Wiegand Wireless Bridge. Wiegand Bridge system: includes DS004-	Each	1173.00
SFK-CDOOR-0500	Compact 12V Door Kit - One Door SFK-CDOOR-0500	Each	1657.50
SFK-CDOOR-1000	Commercial Door Kit - One Door SFK-CDOOR-1000	Each	2456.50
SFK-CDOOR-2000	Commercial Door Kit - Two Door SFK-CDOOR-2000	Each	3935.50
SFK-PORTABLE-0150	Portable Access Point Kit/Portable Reader SFK-PORTABLE-0150	Each	1572.50
SFK-SOLAR-50W	Solar Kit 50W SFK-SOLAR-50W	Each	2720.00
RAT-ACCESS-0100		Each	289.00
DS009-EVAL	Sure-Fi Evaluation Kit DS009-EVAL	Each	110.50
92-0510-00	USB Enrollment Base (includes: USB Cable, US Transformer) NO READER	Each	442.00
92-0520-00	USB Enrollment Base (includes: USB Cable, EURO Transformer) NO	Each	442.00
P300HA	Enrollment Reader: Farpointe P-300HA: Cascade Proximity Reader	Each	99.45
90-5400-00	Enrollment Reader: HID 6005 Prox Point	Each	141.10

900NTNNEK00000	Enrollment Reader: HID iCLASS R-10 Read Only Contactless Smart Card	Each	159.80
921NTNNEK000584	HID iCLASS RK-40 Read Only Contactless Smart Card Keypad Reader	Each	518.50
PR10	Enrollment Reader: Allegion PR10 XceedID Proximity Mini-Mullion	Each	156.40
MT15	Enrollment Reader: Allegion MT15 Schlage Multi-Technology Single Gang	Each	326.40
MT1575	Enrollment Reader: Allegion MT1575 Schlage Multi-Technology Single	Each	326.40
90-0845-00	Enrollment Reader: EZ Barcode Reader Indoor/Outdoor Swipe	Each	399.50
43-5009-00	USB Enrollment Base - Plug-In Transformer (US)	Each	59.50
43-1454-00	USB Enrollment Base - Plug-In Transformer (International)	Each	59.50
57-1212-00	USB Enrollment Base - Plug-In Transformer (International) w/ (4) piece	Each	59.50
CSR-35L	Mobile-ready contactless smartcard reader; mullion and single-gang	Each	246.50
CSR-6.2L	Mobile-ready contactless smartcard keypad and reader; mullion mount	Each	448.80
CSR-6.4L	Mobile-ready contactless smartcard keypad and reader; single-gang	Each	448.80
PCR-35L	Long-range mobile-ready contactless smartcard reader; mullion and	Each	289.00
PCR-620L	NEW Mobile-ready contactless smartcard keypad and reader; mullion	Each	467.50
PCR-640L	NEW Mobile-ready contactless smartcard keypad and reader; single-gang	Each	467.50
CMC-2	2.4GHz Mobile credential - supporting BLE-enabled smartphones	Each	6.38
CSC-2	High-Security Clamshell Style Card	Each	5.95
CSM-2P	High-Security ISO-Style Composite Card (printable)	Each	6.12
CSM-2S	High-Security ISO-Style Composite Card (printable) w/HiCo (2750e)	Each	6.29
CSK-2	High-Security Keyfob Style Tag	Each	6.97
P300HA	Enrollment Reader: Farpointe P-300HA: Cascade Proximity Reader	Each	99.45
P500HA	P-500-HA: Alps Proximity Reader (includes black and white cover). The	Each	114.75
P530HA	P-530-HA: EuroMount Proximity Reader (European & Asian Single Gang	Each	114.75
P620HA	P-620-HA: Denali Mullion Mount Proximity Reader and Illuminated	Each	297.50
P640HA	P-640-HA: Patagonia Proximity Reader and Illuminated keypad. The	Each	297.50
P710HA	P-710-HA: Andes Proximity Reader (black cover only). Delivering a longer	Each	357.00
P900HA	P-900-HA: Atlas Proximity Reader. The P900 is a high-performance design	Each	714.00
MCR-30-H	Supports Farpointe + certain Indala ASP Advantage Series Proximity	Each	170.00
MCR-50-H	Supports Farpointe + certain Indala ASP Advantage Series Proximity	Each	170.00
MCR-64-H	Supports Farpointe + certain Indala ASP Advantage Series Proximity	Each	340.00
EM-30-H	Supports Farpointe + certain EM Proximity formats + certain HID 125kHz	Each	102.00

EM-50-H	Supports Farpointe + certain EM Proximity formats + certain HID 125kHz	Each	119.00
EM-64-H	Supports Farpointe + certain EM Proximity formats + certain HID 125kHz	Each	340.00
P403HA	P-403HA Guardian Proximity Reader (Mullion)	Each	442.00
P405HA	P-405HA Guardian Proximity Reader (Single Gang)	Each	527.00
P410HA	P-410HA Guardian Proximity Reader (Double Gang)	Each	663.00
D403	D-403 Guardian Proximity Reader (Mullion) 13.56MHz Contactless	Each	629.00
D405	D-405 Guardian Proximity Reader (Single Gang) 13.56MHz Contactless	Each	697.00
D410	D-410 Guardian Proximity Reader (Double Gang) 13.56MHz Contactless	Each	833.00
P453HA	P-453HA Gibraltar Proximity Reader (Mullion)	Each	646.00
P455HA	P-455HA Gibraltar Proximity Reader (Single Gang)	Each	705.50
CC	Custom Credential Add-On. Must supply CC Code at time of order. /Card	Each	0.51
95-0001-00	PSC-1: Standard Light Prox Card. The model PSC-1 is a clamshell style	Each	2.47
95-0002-00	PSM-2P: Multi-Technology Printable Prox Card. The model PSM-2P is an	Each	5.10
95-0002-10	PSM-2S: Multi-Technology Printable Prox Card (ISO thin .031" thick	Each	5.53
95-0003-10	PSK-3: Prox Key Ring Tag. The model PSK-3 is a small proximity tag	Each	5.53
95-0004-00	PSI-4: Image Technology Printable Prox Card. The model PSI-4 is a thicker-	Each	2.98
95-0005-00	PDT-1: Prox Disk Tag (small adhesive disk style, 3m adhesive) (Farpointe	Each	3.40
95-0001-20	PSC-1H: Standard Light Prox Card. The model PSC-1 is a clamshell style	Each	2.47
95-0002-20	PSM-2PH: Multi-Technology Printable Prox Card. The model PSM-2P is	Each	5.10
95-0002-25	PSM-2SH: Multi-Technology Printable Prox Card (ISO thin .031" thick	Each	5.53
PSK3H	PSK-3H: Prox Key Ring Tag. The model PSK-3 is a small proximity tag	Each	5.53
95-0004-20	PSI-4H: Image Technology Printable Prox Card. The model PSI-4 is a	Each	2.98
95-0005-20	PDT-1H: Prox Disk Tag (small adhesive disk style, 3m adhesive) (125kHz	Each	3.40
95-0001-00-A	PSC-1A: Standard Light Prox Card. The model PSC-1 is a clamshell style	Each	2.47
95-0002-00-A	PSM-2PA: Multi-Technology Printable Prox Card. The model PSM-2P is an	Each	5.10
95-0002-10-A	PSM-2SA: Multi-Technology Printable Prox Card (ISO thin .031" thick	Each	5.53
95-0003-10-A	PSK-3A: Prox Key Ring Tag. The model PSK-3 is a small proximity tag	Each	5.53
95-0004-00-A	PSI-4A: Image Technology Printable Prox Card. The model PSI-4 is a	Each	2.98
95-0005-00-A	PDT-1A: Prox Disk Tag (small adhesive disk style, 3m adhesive)(125 kHz	Each	3.40
WRR-22	WRR-22 Ranger Receiver	Each	221.00
WRR-44	WRR-44 Ranger Receiver	Each	357.00

WRT-2M	WRT-2M Ranger Transmitter (No Proximity Insert) Mini 2-button	Each	22.02
WRT2B	WRT2B Ranger Transmitter (No Proximity Insert) WRT-2+B: 2-button	Each	33.15
WRT4B	WRT4B Ranger Transmitter (No Proximity Insert) WRT-4+B: 4-button	Each	35.70
WRT2+	WRT2+ Ranger Transmitter (125kHz Farpointe Only) WRT-2+: 2-button	Each	33.15
WRT4+	WRT4+ Ranger Transmitter (125kHz Farpointe Only) WRT-4+: 4-button	Each	35.70
WRT2H	WRT2H Ranger Transmitter (125kHz Farpointe/HID Compatible) WRT-	Each	33.15
WRT4H	WRT4H Ranger Transmitter (125kHz Farpointe/HID Compatible) The	Each	35.70
WRT2A	WRT2A Ranger Transmitter (125kHz Farpointe/AWID Compatible)The	Each	33.15
WRT4A	WRT4A Ranger Transmitter (125kHz Farpointe/AWID Compatible)The	Each	35.70
WRT2S1	WRT2S1 Ranger Transmitter (Farpointe 13.56-MHz 1K memory	Each	37.77
WRT4S1	WRT4S1 Ranger Transmitter (Farpointe 13.56-MHz 1K memory	Each	39.95
WRT2S4	WRT2S4 Ranger Transmitter (Farpointe 13.56-MHz 4K memory	Each	39.95
WRT4S4	WRT4S4 Ranger Transmitter (Farpointe 13.56-MHz 4K memory	Each	42.50
Delta3		Each	272.00
Delta5		Each	297.50
Delta5.3	Delta5.3: Multi-Technology Contactless Smartcard Reader (Single-gang)	Each	297.50
Delta6.2		Each	493.00
Delta6.4		Each	493.00
DC11	DC1-1 Clamshell; MIFARE®-compliant, with 1K-byte memory	Each	3.66
DC41	DC4-1 Clamshell; MIFARE®-compliant, with 4K-byte memory	Each	5.10
DM-13	DM1-3 ISO-Style, PVC Printable; MIFARE®-compliant, with 1K-byte	Each	3.83
DM43	DM4-3 ISO-Style, PVC Printable; MIFARE®-compliant, with 4K-byte	Each	5.53
DE2	MIFARE® DESFire® EV1 Smartcard, PVC Printable, with 2K-byte memory	Each	8.08
95-0008-00	DM1-3S 1K byte	Each	4.25
DM43S	DM4-3S 4K byte	Each	6.38
DK13	DK1-3 Key Fob; MIFARE®-compliant, with 1K-byte memory	Each	6.80
DK43	DK4-3 Key Fob; MIFARE®-compliant, with 4K-byte memory	Each	9.78
90-5400-00	Enrollment Reader: HID 6005 Prox Point	Each	141.10
90-5360-01	5365 HID Mini Prox Reader (4"-5.5" read range) Mullion Style	Each	272.00
90-5395-10	5395 HID ThinLine II Prox Reader (4"-5.5" read range) Single Gang	Each	278.80
90-5354-00	5455 HID ProxPro II Prox Reader ( 5½"-8" Read Range) Double Gang	Each	280.50

90-5355-10	5355 HID ProxPro w/Keypad Prox Reader ( 5½"-8" Read Range) Double	Each	501.50
90-5370-01	5375 HID MaxiProx Reader (16"-24" read range/6' w/Active Tag)	Each	816.00
90-4045-00	4045 HID Stand-Alone Entry Prox	Each	370.60
95-1320-20	1326 HID Prox Card II Printed w/ with Galaxy Logo 26 bit (minimum	Each	4.00
95-1320-01	1326-LSSMV HID Logo (minimum quantity 50)	Each	3.66
95-1320-00	1326 HID Prox Card II Plain White 26 bit (minimum quantity 50)	Each	3.66
95-1386-01	1386 HID IsoProx Card Dye-Sub Printable Cards (minimum quantity 50)	Each	6.72
95-1386-50	1386 37-Bit HID IsoProx Card Dye-Sub Printable Cards/Use Format	Each	6.72
95-1340-00	1346 HID ProxKey® III Keyfob (minimum quantity 25)	Each	7.23
95-1340-50	1346 37-bit HID ProxKey® III Keyfob 37-bit /Use Format #H10302	Each	7.23
95-1391-00	1391 MicroProx Coin Size Adhesive Tag (minimum quantity 100/multiples	Each	4.85
95-1351-00	1351ProxPass® II Long Range Vehicle Tag (6' Range used w/MaxiProx)	Each	42.50
95-1335-01	1336 DuoProx® II Graphics Quality PVC (Direct Printing) w/ Magstripe	Each	7.40
95-1335-50	1336 37-bit DuoProx® II Graphics Quality PVC (Direct Printing) w/	Each	7.40
95-5355-00	HID ProxPro II Programming card. The ProxPro II is field configurable by	Each	102.00
900NTNNEK00000	Enrollment Reader: HID iCLASS R-10 Read Only Contactless Smart Card	Each	159.80
910NTNTEK0000	R15 Mullion SE Reader	Each	280.50
920NTNNEK00000	R40 Wall Switch SE Reader	Each	280.50
921NTNNEK000584	HID iCLASS RK-40 Read Only Contactless Smart Card Keypad Reader	Each	518.50
900PTNNEK00000	RP10 Mini-Mullion multiCLASS SE Reader	Each	192.95
910PTNNEK00000	RP15 Mullion multiCLASS SE Reader w/ 125kHz Prox	Each	312.80
920PTNNEK00000	RP40 Wall Switch multiCLASS SE Reader w/ 125kHz Prox	Each	312.80
921PTNNEK0003R	RPK40 Wall Switch multiCLASS SE Reader w/Keypad w/ 125kHz Prox	Each	538.90
base reader # + M	Mobile Enabled using Bluetooth; OSDP Ready (turn on OSDP as a	Each	79.90
MID-SUB-T100A	MID-SUB-T100 1-year User License, HID Origo Mobile Identites (20	Each	6.80
MID-SUB-T100B	MID-SUB-T100 1-year User License, HID Origo Mobile Identites (20	Each	6.55
MID-SUB-T100C	MID-SUB-T100 1-year User License, HID Origo Mobile Identites (20	Each	6.38
MID-SUB-T100D	MID-SUB-T100 1-year User License, HID Origo Mobile Identites (20	Each	6.04
MID-SUB-T100-ADDA	MID-SUB-T100-ADD 1 YR USER LIC. HID ORIGO MOBILE IDEN. 1-999 (20	Each	6.80
MID-SUB-T100-ADDB	MID-SUB-T100-ADD 1 YR USER LIC. HID ORIGO MOBILE IDEN. 1,000-9,999	Each	6.55
MID-SUB-T100-ADDC	MID-SUB-T100-ADD 1 YR USER LIC. HID ORIGO MOBILE IDEN.10,000-	Each	6.38



MID-SUB-T100-ADDD	MID-SUB-T100-ADD 1 YR USER LIC. HID ORIGO MOBILE IDEN. 50,000-	Each	6.04
SEC9X-CRD-E- MKYD	Mobile Key Card; used to load keys and activate a mobile-ready iCLASS SE	Each	31.03
SEC9X-CRD-MADD	Mobile Admin Card; used to adjust Bluetooth range settings on mobile-	Each	40.80
5005	HID iCLASS Seos iCLASS Seos Increased security and interoperability cards for installation supporting iCLASS SE platform. Contactless Smart Card, 16Kb Memory Composite card body (Composite fee included in List Price)	Each	10.71
5006	HID iCLASS Seos iCLASS Seos Increased security and interoperability cards for installation supporting iCLASS SE platform. iCLASS Seos Contactless Smart Card, 8Kb Memory Composite card body (Composite fee included in List Price)	Each	5.27
3000	3000 iCLASS SE Smart Card -ISO Graphics QualityHID iCLASS SE Maximized security into installations that do NOT contain standard iCLASS credentials. Contactless Smart Card, 2k bit with 2 application areas	Each	5.53
3003	3003 iCLASS SE Smart Card -ISO Graphics QualityHID iCLASS SE Maximized security into installations that do NOT contain standard iCLASS credentials. Contactless Smart Card, 32k bit (Application Areas: 16k/2 + 16k/1)	Each	10.46
3004	3004 iCLASS SE Smart Card -ISO Graphics QualityHID iCLASS SE Maximized security into installations that do NOT contain standard iCLASS credentials. Contactless Smart Card, 32k bit (Application Areas: 16k/16 + 16k/1)	Each	10.46
3100	3100 iCLASS SE Prox Contactless Smart Card, 2k bit with 2 application areas	Each	12.41
3103	3103 iCLASS SE Prox Contactless Smart Card, 32k bit (Application Areas: 16k/2 + 16k/1)	Each	14.88
3104	3104 iCLASS SE Prox Contactless Smart Card, 32k bit (Application Areas: 16k/16 + 16k/1)	Each	14.88
3250	3250 iCLASS SE Key II Contactless Smart Key, 2k bit with 2 application areas	Each	7.23
3253	3253 iCLASS SE Key II Contactless Smart Key, 32k bit (Application Areas: 16k/2 + 16k/1)	Each	12.41
3254	3254 iCLASS SE Key II Contactless Smart Key, 32k bit (Application Areas: 16k/16 + 16k/1)	Each	12.41
3300	3300 iCLASS SE Tag Contactless Smart Tag, 2k bit with 2 application areas	Each	4.85
3303	3303 iCLASS SE Tag Contactless Smart Tag, 32k bit (Application Areas: 16k/2 + 16k/1)	Each	8.76
3304	3304 iCLASS SE Tag Contactless Smart Tag, 32k bit (Application Areas: 16k/16 + 16k/1)	Each	8.76
3350	3350 iCLASS SE Clamshell Contactless Smart Card, 2k bit with 2 application areasAlso available with Adhesive front,	Each	3.74
3910xM	3910xM iCLASS SE 2k bit with 2 application areas + MIFARE 1K Memory	Each	9.18
3913xN	3913xN iCLASS SE 32k bit (16k/2 + 16k/1) + MIFARE 4K Memory with 40	Each	15.81
3914xN	3914xN iCLASS SE 32k bit (16k/16 + 16k/1) + MIFARE 4K Memory with 40	Each	15.81
3960xM	3960xM iCLASS SE / Other 13.56MHz / Prox - Combo Card 2k bit with 2	Each	14.28
3963xN	3963xN iCLASS SE / Other 13.56MHz / Prox - Combo Card 32k bit (16k/2 +	Each	19.21
3964xN	3964xN iCLASS SE / Other 13.56MHz / Prox - Combo Card 32k bit (16k/16	Each	19.21
2000H	2000H iCLASS SR Smart Card -ISO Graphics Quality. Contactless Smart	Each	5.53
2003H	2003H iCLASS SR Smart Card -ISO Graphics Quality. Contactless Smart	Each	10.46
2004H	2004H iCLASS SR Smart Card -ISO Graphics Quality. Contactless Smart	Each	10.46
2023H	2023H iCLASS SR Prox Contactless Smart Card, 32k bit (Application Areas:	Each	14.45
2024H	2024H iCLASS SR Prox Contactless Smart Card, 32k bit (Application Areas:	Each	14.45
2050H	iCLASS SR Key II Contactless Smart Key, 2k bit with 2 application areas.	Each	7.23
2053H	iCLASS SR Key II Contactless Smart Key, 32k bit (Application Areas: 16k/2	Each	12.41

2054H	iCLASS SR Key II Contactless Smart Key, 32k bit (Application Areas: 16k/16	Each	12.41
2060H	iCLASS SR Tag Contactless Smart Tag, 2k bit with 2 application areas.	Each	4.85
2063H	iCLASS SR Tag Contactless Smart Tag, 32k bit (Application Areas: 16k/2 +	Each	8.76
2064H	iCLASS SR Tag Contactless Smart Tag, 32k bit (Application Areas: 16k/16 +	Each	8.76
2080	iCLASS SE Clamshell Contactless Smart Card, 2k bit with 2 application areasAlso available with Adhesive front. Maximized compatibility with added security into installations that DO contain standard iCLASS credentials.	Each	3.74
3400	3400 HID SIO-Enabled for MIFARE Contactless Smart Card - Utilizes MIFARE CLASSIC 13.56 MHz Internal Smart Chip, Standard S50, 1 K Memory with 16 Sectors	Each	4.25
3406	3406 HID SIO-Enabled for MIFARE Contactless Smart Card - Utilizes MIFARE 13.56 MHz Internal Smart Chip, Standard S70, 4 K Memory with 40 Sectors	Each	8.33
3500	3500 HID SIO-Enabled for MIFARE + Prox Contactless Smart Card - Utilizes MIFARE CLASSIC 13.56 MHz Internal Smart Chip, Standard S50, 1 K Memory with 16 Sectors	Each	7.99
3506	3506 HID SIO-Enabled for MIFARE + Prox Contactless Smart Card - Utilizes MIFARE 13.56 MHz Internal Smart Chip, Standard S70, 4 K Memory with 40 Sectors	Each	10.71
3700	3700 HID SIO-Enabled for MIFARE + Prox Contactless Smart Card - Utilizes MIFARE 13.56 MHz Internal Smart Chip, Standard S70, 8 K Memory with 40 Sectors	Each	6.46
3800	3800 HID SIO-Enabled for MIFARE DESFire + Prox Contactless Smart Card - Utilizes DESFire EV1 13.56 MHz Internal Smart Chip, 8K memory with flexible file system	Each	13.60
1-SEOS-20	SEOS credential profile option for the Signo Reader 20 model	Each	238.00
2-SMART-20	Smart credential profile option for the Signo Reader 20 model	Each	272.00
3-STANDARD-20	Standard credential profile option for the Signo Reader 20 model	Each	306.00
1-SEOS-20K	SEOS credential profile option for the Signo Reader 20K model	Each	450.50
2-SMART-20K	Smart credential profile option for the Signo Reader 20K model	Each	484.50
3-STANDARD-20K	Standard credential profile option for the Signo Reader 20K model	Each	527.00
1-SEOS-40	SEOS credential profile option for the Signo Reader 40 model	Each	246.50
2-SMART-40	Smart credential profile option for the Signo Reader 40 model	Each	280.50
3-STANDARD-40	Standard credential profile option for the Signo Reader 40 model	Each	317.90
1-SEOS-40K	SEOS credential profile option for the Signo Reader 40K model	Each	450.50
2-SMART-40K	Smart credential profile option for the Signo Reader 40K model	Each	484.50
3-STANDARD-40K	Standard credential profile option for the Signo Reader 40K model	Each	527.00
20-K-MP	HID Signo 20 Mounting Plate, Black	Each	24.23
20-S-MP	HID Signo 20 Mounting Plate, Silver	Each	24.23
20KT-K-MP	HID Signo 20K, 20T, Mounting Plate, Black	Each	24.23
20KT-S-MP	HID Signo 20K, 20T, Mounting Plate, Silver	Each	24.23
40-K-MP	HID Signo 40 Mounting Plate, Black	Each	24.23
40-S-MP	HID Signo 40 Mounting Plate, Silver	Each	24.23
40KT-K-MP	HID Signo 40K, 40T, Mounting Plate, Black	Each	24.23
40KT-S-MP	HID Signo 40K, 40T, Mounting Plate, Silver	Each	24.23

20-K-05	HID Signo 20 Series, 0.5 inch spacer, black	Each	24.23
20-K-10	HID Signo 20 Series, 1.0 inch spacer, black	Each	24.23
20-S-05	HID Signo 20 Series, 0.5 inch spacer, silver	Each	24.23
20-S-10	HID Signo 20 Series, 1.0 inch spacer, silver	Each	24.23
40-K-05	HID Signo 40 Series, 0.5 inch spacer, black	Each	24.23
40-K-10	HID Signo 40 Series, 1.0 inch spacer, black	Each	24.23
40-S-05	HID Signo 40 Series, 0.5 inch spacer, silver	Each	24.23
40-S-10	HID Signo 40 Series, 1.0 inch spacer, silver	Each	24.23
PR10	Enrollment Reader: Allegion PR10 XceedID Proximity Mini-Mullion	Each	156.40
SM10	SM10 Schlage Smart Mini-Mullion 200-bit (Replaces XF1060MF)	Each	156.40
MT11	MT11 Schlage Smart Multi-Technology Mullion 200-bit (13.56MHz &	Each	326.40
MT15	Enrollment Reader: Allegion MT15 Schlage Multi-Technology Single Gang	Each	326.40
MTK15	MTK15 Schlage Multi-Technology Single Gang w/Keypad 200-bit	Each	527.00
MTB11	MTB11 Schlage Smart Multi-Technology Mullion 200-bit (13.56MHz &	Each	326.40
MTB15	MTB15 Schlage Multi-Technology Single Gang 200-bit (13.56MHz &	Each	326.40
MTKB15	MTKB15 Schlage Multi-Technology Single Gang w/Keypad 200-bit	Each	527.00
SM1075	SM10 Schlage Smart Mini-Mullion 75-bit (Replaces XF1060MF)	Each	156.40
MT1175	MT11 Schlage Smart Multi-Technology Mullion 75-bit (Replaces XF1100 &	Each	326.40
MT1575	Enrollment Reader: Allegion MT1575 Schlage Multi-Technology Single	Each	326.40
MTK1575	MTK15 Schlage Multi-Technology Single Gang w/Keypad 75-bit (Replaces	Each	527.00
95-7410-00	7410 Clamshell HID Prox Compatible. 125 kHz Proximity Credentials	Each	2.81
95-7510-00	7510 ISO Card HID Prox Compatible. 125 kHz Proximity Credentials	Each	4.76
95-7510-05	7510M1 ISO Card HID Prox Compatible w/ Mag Stripe.125 kHz Proximity	Each	5.27
95-7610-00	7610 HID Prox Compatible Keyfob 125 kHz Proximity Credentials	Each	4.93
7610T	7610T HID Prox Compatible Thin Keyfob 125 kHz Proximity Credentials	Each	5.19
95-7710-00	7010 HID Prox Compatible Adhesive Disk (35mm) 125 kHz Proximity	Each	4.51
IBF-110	IBF-110 Combo Keyfob, 125 kHz Proximity and iButton 125 kHz Proximity	Each	11.65
IBWB-110	IBWB-110 Combo Keyfob, 125 kHz Proximity without iButton 125 kHz	Each	5.78
9351-xxx	9351-xxx Silicone Wristband 1K Byte/ 8k bit	Each	8.33
95-9420-00	9420 Clamshell Secure Access Control App Only/14443	Each	3.74
95-9451-00	9451 Clamshell MIFARE 1Kbyte/8k bit memory/14443	Each	5.78

95-9520-00	9520 ISO-glossy white Secure Access App Only/14443	Each	4.68
95-9551-00	9551 ISO MIFARE 1Kbyte/8k bit memory/14443	Each	5.61
95-9558-00	9558 ISO MIFARE 4Kbyte/32k bit memory/14443	Each	7.99
9520M1	9520M1 ISO-glossy white Secure Access App Only/14443 w/ Mag Stripe	Each	5.19
9551M1	9551M1 ISO MIFARE 1Kbyte/8k bit memory/14443 w/ Mag Stripe	Each	6.21
9558M1	9558M1 ISO MIFARE 4Kbyte/32k bit memory/14443 w/ Mag Stripe	Each	8.50
95-9651-00	9651 Keyfob MIFARE 1Kbytes/8k bit memory/14443 (minimum order is	Each	6.46
9651T	9651T Keyfob (thin) MIFARE 1Kbytes/8k bit memory/14443 (minimum	Each	6.63
95-9751-00	9751 MIFARE PVC Patch Card 1Kbyte/8k bit memory/14443	Each	5.78
95-9758-00	9758 MIFARE PVC Patch Card 4Kbyte/32k bit memory/14443	Each	8.76
9691T	9691T Prox & Schlage Smart Keyfob (thin) 1Kbyte (minimum order is 50)	Each	8.67
95-9951-00*	9951 Prox & Schlage Smart Card Combo ISO Glossy White	Each	7.82
9951M1*	9951M1 Prox & Schlage Smart Card Combo ISO Glossy White w/ Mag	Each	8.08
95-9958-00*	9958 Prox & Schlage Smart Card Combo ISO Glossy White	Each	9.18
9958M1*	9958M1 Prox & Schlage Smart Card Combo ISO Glossy White w/ Mag	Each	9.69
8420	8420 Schlage Smart Card 2K byte/16bit Clamshell	Each	6.21
8440	8440 Schlage Smart Card 4K byte/32bit Clamshell	Each	7.06
8480	8480 Schlage Smart Card 8K byte/64bit Clamshell	Each	8.50
8520	8520 Schlage Smart Card 2K byte/16bit ISO Glossy White	Each	6.80
8540	8540 Schlage Smart Card 4K byte/32bit ISO Glossy White	Each	7.65
8580	8580 Schlage Smart Card 8K byte/64bit ISO Glossy White	Each	9.01
8520M1	8520M1 Schlage Smart Card 2K byte/16bit ISO Glossy White w/Mag	Each	7.31
8540M1	8540M1 Schlage Smart Card 4K byte/32bit ISO Glossy White w/Mag	Each	8.08
8580M1	8580M1 Schlage Smart Card 8K byte/64bit ISO Glossy White w/Mag	Each	9.78
8720	8720 Schlage Smart Card 2K byte/16bit PVC Patch	Each	6.12
8740	8740 Schlage Smart Card 4K byte/32bit PVC Patch	Each	6.97
8780	8780 Schlage Smart Card 8K byte/64bit PVC Patch	Each	8.33
8920	8920 Proximity & Schlage Smart Card Combo 2K byte/16 bit ISO Glossy White	Each	9.86
8940	8940 Proximity & Schlage Smart Card Combo 4K byte/32 bit ISO Glossy White	Each	10.71
8980	8920 Proximity & Schlage Smart Card Combo 8K byte/64 bit ISO Glossy White	Each	12.41
8920M1	8920M1 Proximity & Schlage Smart Card Combo 2K byte/16 bit ISO	Each	10.29

8940M1	8940M1 Proximity & Schlage Smart Card Combo 4K byte/32 bit ISO	Each	11.05
8980M1	8920M1 Proximity & Schlage Smart Card Combo 8K byte/64 bit ISO	Each	12.75
SPV	Vertical Slot Punch for ISO and Magstripe Credentials MUST BE ORDERED	Each	0.43
SPH	Horizontal Slot Punch for ISO and Magstripe Credentials MUST BE	Each	0.43
ARC1-R31-B/PC2-3i/1	ARC1-Architect® One Million reader-Pre-configured Read Only - Wiegand 26 bits interface - 3m cable with connector. <del>STid Mobile ID not supported</del>	Each	130.90
ARC1S-R31-B/PC2-3V/1	ARC1S/BI PC2 - Architect® One Blue Million Reader - Secure storage EAL5+ - Pre-configured Read only - Wiegand 37bits interface - 3m cable with connector	Each	212.50
ARC-R31-A/PC2-3i/1	ARC-A - Architect® Standard reader - Pre-configured Read only - Wiegand	Each	217.60
ARCS-R31-A/PC2-3V/1	ARCS-A/BI - Architect® Blue Standard reader - Secure storage EAL5+ - Pre-configured Read only - Wiegand 37 bits interface. <del>Only uses the free Green Mobile ID (Mobile app)</del>	Each	255.00
ARC-RX1-IM/PC2-3i/1	ARC-IM Architect® Hybrid 15 kHz Multi-technology + 13.56 MHz reader - Pre-configured Read only - Wiegand 26 bits interface. <del>STid Mobile ID not supported</del>	Each	331.50
ARCS-RX1-IM/PC2-3V/1	ARCS-IM/BI - Architect® Blue Hybrid 125 kHz Multi-technology + 13.56 MHz + reader - Secure storage EAL5+- Pre-configured Secure Read Only - Wiegand 37 bits interface	Each	385.90
SE8M/10	SE8M - 125 kHz Multi-technology Module (EM + HID PROX + AWID +	Each	178.50
ARC1S-R31-B/BT1-3i/1	ARC1S/BI - Architect® One Blue Million reader - Secure storage EAL5+ - Secure Read only - TTL Wiegand 40bit interface - 3m cable with connector	Each	221.00
ARC1S-W33-B/BT1-7OS/1		Each	221.00
ARCS-R31-A/BT1-3i/1	ARCS-A/BI - Architect® Blue Standard reader - Secure storage EAL5+ - Secure Read only - TTL Wiegand 40bit interface	Each	272.00
ARCS-W33-A/BT1-7OS/1		Each	272.00
ARCS-R31-B/BT1-3i/1	ARCS-B/BI - Architect® Blue Keypad reader - Secure storage EAL5+ -	Each	450.50
ARCS-W33-B/BT1-7OS/1		Each	450.50
ARCS-R31-C/BT1-3i/1	ARCS-C/BI - Architect® Blue Touchscreen reader - Secure storage EAL5+ -	Each	535.50
ARCS-W33-C/BT1-7OS/1		Each	535.50

ARCS-RX1-IM/BT2-3i/1	ARCS-IM/BT - Hybrid 125 KHz Multi-technology pass through data + 13.56 MHz + Bluetooth Architect® Blue Standard reader - Secure storage EAL5+ - Read only - Wiegand 40bit Interface	Each	408.00
ARCS-WX3-IM/BT2-7OS/1		Each	408.00
ARCS-RX1-JM/BT2-3i/1	ARCS-JM/BT - Hybrid 125 KHz Multi-technology pass through data + 13.56 MHz + Bluetooth Architect® Blue Upgradable Keypad reader - Secure storage EAL5+ - Read only - Wiegand interface	Each	552.50
ARCS-WX3-JM/BT2-7OS/1		Each	552.50
ARCS-RX1-KM/BT2-3i/1	ARCS-KM/BT - Hybrid 125 KHz Multi-technology pass through data + 13.56 MHz + Bluetooth Architect® Blue Touchscreen reader - Secure storage EAL5+ - Read only - Wiegand 40 bit interface	Each	646.00
ARCS-WX3-KM/BT2-7OS/1		Each	646.00
ARCS-R31-AQ/BT1-3i/1	ARCS-AQ/BT - Architect® Blue Upgradable QR Code, Bluetooth® & RFID reader - Secure storage EAL5+ - Secure Read only - TTL interface	Each	1088.00
ARCS-W33-AQ/BT1-7OS/1		Each	1088.00
ARCS-R31-BQ/BT1-3i/1	ARCS-BQ/BT - Architect® Blue Upgradable QR Code, Bluetooth® & RFID Keypad reader - Secure storage EAL5+ - Secure Read only - TTL interface	Each	1215.50
ARCS-W33-BQ/BT1-7OS/1		Each	1215.50
ARCS-R31-CQ/BT1-3i/1	ARCS-CQ/BT - Architect® Blue Upgradable QR Code, Bluetooth & RFID Touchscreen reader - Secure storage EAL5+ - Secure Read only - TTL interface	Each	1317.50
ARCS-W33-CQ/BT1-7OS/1		Each	1317.50
ARC1-R31-B/PH5-3i/1	ARC1 - Architect® One Mullion reader - Secure Read only - TTL Wiegand Interface - 3m cable with connector	Each	139.40
ARC1-W33-B/PH5-7OS/1		Each	139.40
ARC-R31-B/PH5-3i/1	ARC-A - Architect® Upgradable Standard reader - Secure Read only - TTL	Each	229.50

ARC-W33-A/PH5-7OS/1	ARC-A - Architect® Upgradable Standard reader - OSDP™ v1 & v2 secure protocol - RS485 interface (700-Series only)	Each	229.50
ARC-R31-B/PH5-3i/1	ARC-A - Architect® Upgradable Standard reader - Secure Read only - TTL	Each	365.50
ARC-W33-B/PH5-7OS/1	ARC-B - Architect® Upgradable Keypad reader - OSDP™ v1 & v2 secure protocol - RS485 interface (700-Series only)	Each	365.50
ARC-R31-C/PH5-3i/1	ARC-C - Architect® Upgradable Touchscreen reader - Secure Read only -	Each	450.50
ARC-W33-C/PH5-7OS/1	ARC-C - Architect® Upgradable Touchscreen reader - OSDP™ v1 & v2 secure protocol - RS485 interface (700-Series only)	Each	450.50
ARC-RX1-IM/BF5-3i/1	ARC-iM - Architect® Hybrid 125 kHz Multi-technology + 13.56 MHz reader - Secure Read only - Wiegand interface	Each	348.50
ARC-WX3-IM/BF5-7OS/1		Each	348.50
ARC-RX1-JM/BF5-3i/1	ARC-JM - Architect® Hybrid 125 kHz Multi-technology + 13.56 MHz Keypad reader - Secure Read only - Wiegand interface	Each	467.50
ARC-WX3-JM/BF5-7OS/1		Each	467.50
SE8M/10	SE8M - 125 kHz Multi-technology Module (EM + HID PROX + AWID +	Each	178.50
ARC-RX1-KM/BF5-3i/1	ARC-KM - Architect® Hybrid 125 kHz Multi-technology + 13.56 MHz Touchscreen reader - Secure Read only - Wiegand interface	Each	552.50
ARC-WX3-KM/BF5-7OS/1		Each	552.50
ARC-R31-AQ/PH5-3i/1	ARC-AQ - Architect® QR Code & RFID reader/Secure Read only - TTL Wiegand Interface	Each	1020.00
ARC-W33-AQ/PH5-7OS/1		Each	1020.00
ARC-R31-BQ/PH5-3i/1	ARC-BQ - Architect® QR Code & RFID Keypad reader/Secure Read only - TTL Wiegand Interface	Each	1088.00
ARC-W33-BQ/PH5-7OS/1		Each	1088.00
ARC-R31-CQ/PH5-xx/1	ARC-CQ - Architect® QR Code & RFID Touchscreen reader - Secure Read only - TTL Wiegand Interface	Each	1215.50

ARC-W33-CQ/PH5-7OS/1		Each	1215.50
CCTW010	MIFARE® Classic--13.56 MHz NXP MIFARE® Classic EV1 1K / 4 Bytes UID	Each	1.79
CCTW170	MIFARE® Classic--13.56 MHz NXP MIFARE® Classic EV1 4K / 4 Bytes UID	Each	2.38
CCTW660	MIFARE® DESFire® 256--13.56 MHz NXP MIFARE® DESFire® 256 chip (min.	Each	3.15
CCTW692	MIFARE® DESFire® EV2--13.56 MHz NXP MIFARE® DESFire® EV2 8K chip +	Each	5.02
CCTW690	MIFARE® DESFire® EV2--13.56 MHz NXP MIFARE® DESFire® EV2 8K chip	Each	4.42
CCTW680	MIFARE® DESFire® EV2--13.56 MHz NXP MIFARE® DESFire® EV2 4K chip	Each	4.00
CCTW670	MIFARE® DESFire® EV2--13.56 MHz NXP MIFARE® DESFire® EV2 2K chip	Each	3.74
CCTW880	MIFARE® DESFire® EV3--13.56 MHz NXP MIFARE® DESFire® EV3 4K chip	Each	4.00
PCPW011	PCP Series--MIFARE® Classic--13.56 MHz NXP MIFARE® Classic 1K 4 Bytes	Each	2.38
PCPW171	PCP Series--MIFARE® Classic--13.56 MHz NXP MIFARE® Classic 4K 4 Bytes	Each	4.00
PCSW01-y	PCS Series--MIFARE® Classic--13.56 MHz NXP MIFARE® Classic 1K chip	Each	4.51
PCSW17-y	PCS Series--MIFARE® Classic--13.56 MHz NXP MIFARE® Classic 4K chip	Each	7.65
PCGW01-y	PCG Series--MIFARE® Classic--13.56 MHz NXP MIFARE® Classic 1K 4 Bytes	Each	4.34
PCGW17-y	PCG Series--MIFARE® Classic--13.56 MHz NXP MIFARE® Classic 4K 4 Bytes	Each	4.59
PCGW69-y	PCG Series--MIFARE® DESFire® EV2--13.56 MHz NXP MIFARE® DESFire®	Each	7.91
PCGW68-y	PCG Series--MIFARE® DESFire® EV2--13.56 MHz NXP MIFARE® DESFire®	Each	7.65
PCGW67-y	PCG Series--MIFARE® DESFire® EV2--13.56 MHz NXP MIFARE® DESFire®	Each	6.72
BMS-W010	BMS--MIFARE® Classic--13.56 MHz NXP MIFARE® Classic 1K 4 Bytes NXP	Each	4.59
BSIW01y-S65	BMS--MIFARE® Classic--13.56 MHz NXP MIFARE® Classic 1K 4 Bytes NXP	Each	4.25
Virtual Credit	Single Mobile Credential Credit (Discounts available w/2500+)	Each	1.45
KITSECARD-BT	KITSECARD-BT-V3.3	Each	1300.50
STKIT-BT-TTL-Vx.x	STKIT-BT-TTL-V3.5 (x.x denotes latest version)	Each	994.50
SCR3310V2	SCR3310V2: CAC Desktop USB Enrollment Reader. Supported in SG v11.0	Each	841.50
74-01-1001-75	75 Bit Bridgepoint EntryPoint Contact Interface Reader 1-Factor CARD	Each	926.50
74-01-1001-200	200 Bit Bridgepoint EntryPoint Contact Interface Reader 1-Factor CARD	Each	926.50
74-01-2002-75	75 Bit Bridgepoint EntryPoint Dual-Interface Reader 1-Factor CARD ONLY	Each	1003.00
74-01-2002-200	200 Bit Bridgepoint EntryPoint Dual-Interface Reader 1-Factor CARD	Each	1003.00
74-01-1002-75	75 Bit Bridgepoint EntryPoint Contact Interface Reader 2-Factor Card+PIN	Each	1003.00
74-01-1002-200	200 Bit Bridgepoint EntryPoint Contact Interface Reader 2-Factor	Each	1003.00



90-0090-0075	75 Bit Bridgepoint EntryPoint Dual-Interface Reader 2-Factor Card+PIN 74-	Each	1159.40
90-0090-00200	200 Bit Bridgepoint EntryPoint Dual-Interface Reader 2-Factor Card+PIN	Each	1159.40
74-01-4000	Bridgepoint TrustPoint Contact Interface Reader 1-Factor CARD ONLY 74-	Each	1081.20
74-01-4012	Bridgepoint TrustPoint Dual-Interface Reader 1-Factor CARD ONLY 74-01-	Each	1159.40
74-01-4001	Bridgepoint TrustPoint Contact Interface Reader 2-Factor Card+PIN 74-01-	Each	1159.40
74-01-4003	Bridgepoint TrustPoint Dual-Interface Reader 2-Factor Card+PIN 74-01-	Each	1317.50
78-02-1112	TrustPoint Dual Interface Desktop Credential Enrollment Reader with	Each	1768.00
67-32-1216	TrustAlert PKI Credential Enrollment & Certificate Validation Manager.	Each	5023.50
74-40-1001	Reader Accessory; Weather & Security Shield: 1 Factor & 2 Factor	Each	277.10
74-01-0005	Reader Accessory; Spacer Plate for 1---Factor & 2---Factor Readers.	Each	199.75
11-94-3002	11-94-3002 Crypto ID PIV Alternative Credential, Contact Only Extra	Each	18.62
900W2027	900W2027 MultiMode™ Stealth Lite: For PIV, PIV I, CAC, TWIC, ISO	Each	841.50
900W2026	900W2026 MultiMode™ Stealth: For PIV, PIV I, CAC, TWIC, ISO 14443.	Each	1215.50
900W2037	900W2037 MultiMode™ Stealth Dual Lite: For PIV, PIV I, CAC, TWIC, ISO	Each	841.50
900W2036	900W2036 MultiMode™ Stealth Dual: For PIV, PIV I, CAC, TWIC, ISO 7816	Each	1215.50
900W2030	900W2030 MultiMode™ Stealth Bio: For PIV, PIV I, CAC, TWIC, ISO 7816	Each	2006.00
910F0G00	To configure Stealth Series reader for use with Galaxy Systems. Enables	Each	59.50
920FW0PR	MultiMode™ reader configured for legacy Prox 125KHz operation:	Each	382.50
033-200500	"Heavy Weather" Visor for Stealth Series Readers; required for outdoor	Each	442.00
033-200004	Environmental Enclosure for Stealth Series Readers (fully encloses	Each	323.00
862-109500	Mullion Mount Adaptor: a mullion mount adaptor for use with Stealth	Each	442.00
842-200200	Pedestal Mount for Non-Bio readers. Includes custom mounting adaptor	Each	442.00
842-200100	Pedestal Mount for Stealth Bio-Readers. Includes custom mounting	Each	377.40
842-200600	Isolation Spacer: Plastic spacer to isolate reader from electrical box. Each	Each	229.50
862-200100	Back Box Extender: 7/8 inch extension (inside dimension 5/8 inches)	Each	377.40
402-105800	Extended Stealth Main Cable: 24 inch long cable. Each package contains 3	Each	229.50
562-110600	Waterproof DC/DC Converter 24V Step Down to 12V/20A 240W Power	Each	272.00
EP-SLM04 GXNGB	Entrypoint Slammer FIACAM Package for Galaxy Control Systems -	Each	15300.00
EP-SLM08 GXNGB	Entrypoint Slammer FIACAM Package for Galaxy Control Systems -	Each	16150.00
EP-SLM16 GXNGB	Entrypoint Slammer FIACAM Package for Galaxy Control Systems -	Each	17510.00
EP-SLM32 GXNGB	Entrypoint Slammer FIACAM Package for Galaxy Control Systems -	Each	20400.00

EP-SLM72 GXNGB	Entrypoint Slammer FIACAM Package for Galaxy Control Systems -	Each	32300.00
900NHRNEK0000C	R10-H pivCLASS SE Mullion Reader 200 Bit/ Reads CAC/PIV & iCLASS	Each	187.00
900NHRNEK0001T	R10-H pivCLASS SE Mullion Reader 75 Bit/ Reads CAC/PIV & iCLASS	Each	187.00
900PHRNEK00004	RP10-H pivCLASS SE Mullion Reader 200 Bit/ Reads CAC/PIV, iCLASS	Each	229.50
900PHRNEK00005	RP10-H pivCLASS SE Mullion Reader 75 Bit/ Reads CAC/PIV, iCLASS	Each	229.50
920NHRNEK0000C	R40-H pivCLASS SE Single Gang Reader 200 Bit/ Reads CAC/PIV & iCLASS	Each	306.00
920NHRNEK0001T	R40-H pivCLASS SE Reader 75 Bit/ Reads CAC/PIV & iCLASS Standard / NO	Each	306.00
920PHRNEK00004	RP40-H pivCLASS SE Single Gang Reader 200 Bit/ Reads CAC/PIV, iCLASS	Each	345.10
920PHRNEK00005	RP40-H pivCLASS SE Single Gang Reader 75 Bit/ Reads CAC/PIV, iCLASS	Each	345.10
921NHRNEK0008P	RK40-H pivCLASS SE Single Gang Reader 75 Bit/ Reads CAC/PIV & iCLASS	Each	528.70
921NHRNEK0024J	RK40-H pivCLASS SE Single Gang Reader 200 Bit/ Reads CAC/PIV & iCLASS	Each	528.70
921PHRNEK0005P	RPK40-H pivCLASS SE Single Gang Reader 75 Bit/ Reads CAC/PIV, iCLASS	Each	569.50
921PHRNEK00589	RPK40-H pivCLASS SE Single Gang Reader 200 Bit/ Reads CAC/PIV, iCLASS	Each	569.50
SIGNO-25B-BIO	HID Signo Biometric reader 25B, Fingerprint authentication	Each	1122.00
SIGNO-PIV-20	HID Signo 20 PIV Reader, US Federal Government, FIPS 201, BAA	Each	365.50
SIGNO-PIV-20K	HID Signo 20K PIV Reader, US Federal Government, FIPS 201, BAA	Each	578.00
SIGNO-PIV-40	HID Signo 40 PIV Reader, US Federal Government, FIPS 201, BAA	Each	374.00
SIGNO-PIV-40K	HID Signo 40K PIV Reader, US Federal Government, FIPS 201, BAA	Each	578.00
XPE-SVR-001	XpressEntry Windows Server Software (On Premise)	Each	5185.00
XPE-CLIENT	XpressEntry Windows Client (On Premise)	Each	3740.00
PACS-INT-001	Integration with System Galaxy	Each	4590.00
XPE-WEB	XpressEntry Web Server (Web Based)	Each	5185.00
XPE-PHONE	XpressEntry Android Software (For use with Android phone or existing	Each	1955.00
XPID100	XPID100-Android 7-PDA with XPressProx	Each	5440.00
XPID100-FP	XPID100-Android 7-PDA with XPressProx and Fingerprint	Each	6205.00
XPID101	XPID100-Android 7-GUN with XPressProx	Each	5440.00
XPID101-FP	XPID100-Android 7-GUN with XPressProx and Fingerprint	Each	6205.00
XPID200	XPID200-Android 10-PDA with XPressProx	Each	6205.00
XPID200-FP	XPID100-Android 10-PDA with XPressProx and Fingerprint	Each	5780.00
XPID201	XPID200-Android 10-GUN with XPressProx	Each	6205.00
XPID201-FP	XPID200-Android 10-GUN with XPressProx and Fingerprint	Each	5780.00

LAB-001	Factory provided Phone & Remote Web Assistance	Each	680.00
XPP2-USD	XPress Prox USB Multi-Tech Reader	Each	297.50
XPF-OEM-001	XPress Freedom OEM Board	Each	841.50
90-4200-00	9215689 TRANSIT ULTIMATE Long Distance AVI Reader. Long range	Each	5525.00
95-4200-00	9882650 Window Button AVI Single ID vehicle tag. Long range vehicle	Each	47.60
95-4200-05	9882480 Window Button AVI Tag w/Switch. Long range vehicle tag	Each	52.70
95-4200-10	9891900 Compact Tag. Long range tag, clamshell design with	Each	39.95
95-4200-20	9948538 Prox Booster ID *NEW*. Long range driver-based tag for long	Each	113.05
95-4200-15	9948546 Prox Booster Single ID *NEW*. Long range driver ID tag for	Each	78.20
90-4200-30	5402956 TRANSIT Windshield Tag Holder for (Compact Tag 9891900).	Each	5.10
95-4200-25	9948554 Smart Card Booster *NEW*. Supports ISO 14443 or 15693	Each	233.33
95-4200-35	9875980 Heavy Duty Exterior mounted ATEX approved vehicle tag.	Each	99.45
90-4200-05	5626595 TRANSIT ULTIMATE/TARGET Standard pole mounting bracket,	Each	289.00
90-4200-10	9218327 TRANSIT ULTIMATE Reader Weather Protection Hood. For long	Each	416.50
9217371	9217371 TRANSIT ULTIMATE Reader Weather Protection Hood. For long	Each	4658.00
9945466	9945466 TRANSIT ULTIMATE Reader Weather Protection Hood. For long	Each	2329.00
9206663	9206663 TRANSIT ULTIMATE Reader Weather Protection Hood. For long	Each	952.00
9947418	9947418 TRANSIT ULTIMATE Reader Weather Protection Hood. For long	Each	7.65
9947426	MINIMUM ORDER QTY (25) UHF Windshield Tag Tamperproof 26bit Wiegand Facility Code:1 Custom programming available at no cost-allow 4-6 weeks	Each	8.50
9955836	9955836 TRANSIT ULTIMATE Reader Weather Protection Hood. For long	Each	22.95
9943943	MINIMUM ORDER QTY (25) UHF ISO Card: The UHF ISO card features with long range UHF tag only	Each	7.91
9219641	9219641 TRANSIT ULTIMATE Reader Weather Protection Hood. For long	Each	21.68
5626595	5626595 UHF Target/Transit Ultimate Pole Mount Kit	Each	289.00
9218335	UHF uPASS Target Weather Hood	Each	416.50
9875840	UHF uPASS Reach Adjustable Mounting	Each	272.00
9943803	UHF uPASS Pole Mounting Kit (Cap Mount 1 3/4" Dia. Pole)	Each	476.00
7591152	UHF uPASS Reach Weather Protection Hood	Each	238.00
9986138	9986138 ANPR LUMO License Plate Camera/Reader: IP65, 24VDC or PoE, 6.5 to 33 ft read range, Pole/Wall mounting kit INCLUDED. Wiegand out into Galaxy controllers. Plate # is entered as a credential into SG for a cardholder.	Each	6417.50
SMARTMAGJX	SMARTMAGJX (Standard Track 1&2 Read) The Smart Mag Jx is a magnetic	Each	833.00
90-0845-00	Enrollment Reader: EZ Barcode Reader Indoor/Outdoor Swipe	Each	399.50
95-1400-00	Blank PVC Cards Ready for Printing – No Technology (50 minimum qty)	Each	0.51

K1-26S	K1-Series 2x6 Narrow / Multi Format Keypad / Stainless Steel *Specify	Each	323.00
K1-26I	K1-Series 2x6 Narrow / Multi Format Keypad / Black Illuminated *Specify	Each	323.00
K1-34S	K1-Series 3x4 Single Gang / Multi Format Keypad / Stainless Steel	Each	408.00
K1-34K	K1-Series 3x4 Single Gang / Multi Format Keypad / Black *Specify Format	Each	408.00
90-0070-00	Essex KTP193SN Infrared Format keypad. Infrared format allows the use	Each	374.00
TPX26S	T-Prox TPX-26S: ThinLine 2x6 Keypad w/ Prox Stainless	Each	476.00
TPX26I	T-Prox TPX-26I: ThinLine 2x6 Keypad w/ Prox, Black, Illuminated	Each	476.00
PRX-1	RoxProx 125 kHz Proximity Reader, Narrow, Blue Globe Design	Each	221.00
PRX-1R	RoxProx 125 kHz Proximity Reader, Narrow, Red RFID Design	Each	221.00
PRX-1CF	RoxProx 125 kHz Proximity Reader, Narrow, Blank. Customization	Each	238.00
PRX-2	RoxProx 125 kHz Proximity Reader, Single Gang, Blue Globe Design	Each	221.00
PRX-2R	RoxProx 125 kHz Proximity Reader, Single Gang, Red RFID Design	Each	221.00
PRX-2CF	RoxProx 125 kHz Proximity Reader, Narrow, Blank. Customization	Each	238.00
IRX1B	IRX-1B: Narrow Style iRox™ iCLASS SE® Reader	Each	399.50
IRXP1B	IRXP-1B: Narrow Style iRox Plus™ MultiCLASS SE® Reader	Each	459.00
IRX2B	IRX-2B: U.S. Single Gang iRox™ iCLASS SE® Reader	Each	399.50
IRXP2B	IRXP-2B: U.S. Single Gang iRox Plus™ MultiCLASS SE® Reader	Each	459.00
PPH-103-SN	PiezoProx®, 26 Bit Wiegand Keypad / 125kHz Prox 3x4 Stainless	Each	564.40
PPH-103-KN	PiezoProx®, 26 Bit Wiegand Keypad / 125kHz Prox 3x4 Black	Each	564.40
HEW1B	Hand-E-Wave™ Narrow/Jamb, Black Faceplate/Radius Corners	Each	255.00
HEW1S	Hand-E-Wave™ Narrow/Jamb, Stainless Faceplate/Radius Corners	Each	255.00
HEW1W	Hand-E-Wave™ Narrow/Jamb, White Faceplate/Radius Corners	Each	255.00
HEWMO1	Hand-E-Wave™ Touchless DPDT Switch with Manual Override, Narrow,	Each	323.00
HEW2B	Hand-E-Wave™ Singlegang, Black Faceplate/Radius Corners	Each	255.00
HEW2S	Hand-E-Wave™ Singlegang, Stainless Faceplate/Radius Corners	Each	255.00
HEW2W	Hand-E-Wave™ Singlegang, White Faceplate/Radius Corners	Each	255.00
HEWMO2	Hand-E-Wave™ Touchless DPDT Switch with Manual Override,	Each	323.00
HEW3B	Hand-E-Wave™ Doublegang, Black Faceplate/Radius Corners	Each	255.85
HEW3S	Hand-E-Wave™ Doublegang, Stainless Faceplate/Radius Corners	Each	255.85
HEW3W	Hand-E-Wave™ Doublegang, White Faceplate/Radius Corners	Each	255.85
HEWMO3	Hand-E-Wave™ Touchless DPDT Switch with Manual Override,	Each	326.40

PEBSSN0	Essex PEB Series Piezoelectric Access Switches - Narrow, Piezo Switch, No	Each	132.60
PEBSSN2	Essex PEB Series Piezoelectric Access Switches - Narrow, Piezo Switch,	Each	132.60
PEBSSN6	Essex PEB Series Piezoelectric Access Switches - Narrow, Piezo Switch,	Each	132.60
PEBSS0-US	Essex PEB Series Piezoelectric Access Switches - U.S. Single Gang, Piezo	Each	132.60
PEBSS2-US	Essex PEB Series Piezoelectric Access Switches - U.S. Single Gang, Piezo	Each	132.60
PEBSS3-US	Essex PEB Series Piezoelectric Access Switches - U.S. Single Gang, Piezo	Each	132.60
PEBSS4-US	Essex PEB Series Piezoelectric Access Switches - U.S. Single Gang, Piezo	Each	132.60
PEBSS6-US	Essex PEB Series Piezoelectric Access Switches - U.S. Single Gang, Piezo	Each	132.60
SH-34S	Non-Illuminated Stainless Steel Spy Proof Housing for 3x4 Keypad or	Each	136.00
SH-34SI-12	Illuminated Stainless Steel Spy Proof Housing for 3x4 Keypad or Hand-E-	Each	224.40
BAK BOX-SGS	Stainless Steel Reader Backbox for 3x4 Keypad or Hand-E-Tap	Each	107.10
BAK BOX-SGE	Surface Mount Extension Back Box for Single Gang Hand-E-Wave	Each	22.95
BAK BOX-DGE	Surface Mount Extension Back Box for Double Gang Hand-E-Wave	Each	31.45
PRXSR	PRXSR: Surface mount Spacer Ring for the RoxProx / Exit Buttons	Each	71.40
S40	DS401KT203: Storm-AXS S40 Integrated Keypad & contactless reader,	Each	561.00
S40i	DS402KW203: Storm-AXS S40i Integrated Keypad & contactless reader,	Each	535.50
S60	DS601K203: Storm-AXS S60 Integrated Keypad & contactless reader,	Each	654.50
S60i	DS602W203: Storm-AXS S60i Integrated Keypad & contactless reader,	Each	629.00
S60M	DS601K2P03: Storm-AXS S60M Integrated Keypad & contactless reader,	Each	714.00
S60Mi	DS602W2P03: Storm-AXS S60iM Integrated Keypad & contactless reader,	Each	694.11
1KFS0203	Storm-AXS Keypad Privacy Shield.	Each	54.40
DEEM0103	DEEM0103: Storm-AXS Alarmed Emergency Override Switch.	Each	238.00
DEEX0103	DEEX0103: Storm-AXS Touchless Request to Exit Switch.	Each	95.20
MTPXBK-MF-PTE-SA STARTER KIT 1		Each	442.00
MTPXS-MF-PTE-SA STARTER KIT 1		Each	476.00
MTPXBK-MF-SA	OFFLINE MiFare Proximity Reader- Black ABS	Each	222.70
MTPXS-MF-SA	OFFLINE MiFare Proximity Reader- Silver	Each	241.40
RTTBK	Remote Relay Unit / Push to Exit Button- Black ABS	Each	101.92
RTTS	Remote Relay Unit / Push to Exit Button- Silver	Each	115.60

RU1	Single remote relay unit	Each	45.65
RU2	Dual remote relay unit	Each	80.75
PROX-USB	Proximity UBS Desktop Enrollment	Each	116.88
USPS	Single Gang Plate- Silver	Each	18.28
USPBK	Single Gang Plate- Black ABS	Each	18.28
PBX-1E-MS50	Keyfob & Keyring - ABS - MIFARE 13,56 MHz- 1K - Colors- Grey, Blue,	Each	3.28
PBX-2-MS50	ISO Proximity Card (0.75mm - MIFARE 13,56 MHz- 1K) White	Each	3.01
PBX-2C-MS50	NISO Proximity Card (2mm - MIFARE 13,56 MHz- 1K) White	Each	3.01
PBX-2-MS70	ISO Proximity Card (0.75mm - MS MIFARE 13,56MHz- 4K) White	Each	4.17
B100S-SA		Each	307.70
B100PADS-SA		Each	413.95
MTPADS -SA	Standalone MINI Range- Keypad- Silver	Each	175.10
MTPADPBK-EH-SA	Standalone MINI Range- Keypad + Prox- Black ABS	Each	164.48
EX6M-72C	Standalone Keypad- Grey/Matte Chrome Molded Aluminum, Metal Keys,	Each	208.93
EX6PM-73C	Standalone Keypad + Built in Proximity (HID 125 kHz)	Each	232.22
RTTBK	Remote Relay Unit / Push to Exit Button- Black ABS	Each	101.83
RTTS	Remote Relay Unit / Push to Exit Button- Silver	Each	115.60
RU1	Single remote relay unit	Each	45.65
RU2	Dual remote relay unit	Each	80.67
RB0408	Input/Output Relay Board (+8 additional relays)	Each	211.23
USPS	Single Gang Plate- Silver	Each	18.28
USPDS	Dual Gang Plate- Silver	Each	21.42
USPBK	Single Gang Plate- Black ABS	Each	18.28
USPDBK	Double Gang Plate - Black	Each	21.42
MC-MINI	Single Rain Cover - Stainless Steel	Each	69.02
MCD-MINI	Dual Rain Cover - Stainless Steel	Each	76.42
B100S	On-Line MINI Range- Swipe Biometric Reader- Silver	Each	265.20
B100PADS-M	On-Line MINI Range- Swipe Biometric Reader + Keypad- Silver	Each	392.53
B100PROXS-EH	On-Line MINI Range- Swipe Biometric Reader + Proximity (HID-125khz) -	Each	350.12
B100PROXS-MF	On-Line MINI Range- Swipe Biometric Reader + Proximity (MiFare-13,56	Each	424.32
		Each	275.83

BIOC3S		Each	668.53
BIOPADS-M		Each	827.48
BIOPROXS-EH		Each	753.53
BIOPROXS-MF		Each	785.40
LCS2M-72C	Keypad- Grey/Matte Chrome Molded Aluminum, Metal Keys	Each	195.08
CNV1000	Converter (RS-485 to TCP/IP)	Each	138.98
BIOPROX-USB	Touch Biometric + Proximity UBS Desktop Enrollment	Each	626.03
MTPADS-M		Each	168.73
MTPXS-EH		Each	137.96
MTPXS-MF		Each	158.10
PROX-USB	Proximity UBS Desktop Enrollment	Each	116.88
MTTS	MINI Range- Push to Exit Button- Silver	Each	105.40
USPS	Single Gang Plate- Silver	Each	18.28
USPDS	Dual Gang Plate- Silver	Each	21.42
USPBK	Single Gang Plate- Black ABS	Each	18.28
USPDBK	Double Gang Plate - Black	Each	21.42
MC-MINI	Single Rain Cover - Stainless Steel	Each	69.02
MCD-MINI	Dual Rain Cover - Stainless Steel	Each	76.50
MYCRO FP1	MYCRO FP1 Biometric Reader - NO on-board card reader	Each	892.50
MYCRO FP2	MYCRO FP1 Biometric Reader - RFID Card Reader - EM	Each	1062.50
MYCRO FP3	MYCRO FP1 Biometric Reader - RFID Card Reader - HID Prox	Each	1122.00
MYCRO FP4	MYCRO FP1 Biometric Reader - RFID Card Reader -	Each	1232.50
MYCRO FP5	MYCRO FP1 Biometric Reader - RFID Card Reader - EM Prox/HID	Each	1419.50
MYCRO	ONE Year Warranty for the MYCRO FP1 Biometric Reader - (parts and	Each	102.00
MERGE FP22	MERGE FP22 Biomrtric Fingerprint Reader + PIN + RFID Card Reader -	Each	961.35
MERGE FP4	MERGE FP4 Biometric Fingerprint Reader + PIN + RFID Card Reader -	Each	1292.85
MERGE CR BL	MERGE CR RFID Card Reader Only - MiFARE/DESFire	Each	867.00
MERGE		Each	102.00
SENSE 2 FPL1	SENSE 2 FPL1 Biometric Fingerprint Reader Only / Lumidigm Imaging	Each	1657.50
SENSE 2 FPL2	SENSE 2 FPL2 Biometric RFID Card Reader - EM Prox/MiFARE/DESFire /	Each	1802.00
SENSE 2 FPL3	RFID Card Reader - HID Prox / Lumidigm Imaging Sensor	Each	1878.50

SENSE 2 FPL4	RFID Card Reader - iCLASS/MiFARE/DESFire / Lumidigm Imaging Sensor	Each	1997.50
SENSE 2 FPL5	RFID Card Reader - EM Prox/HID Prox/iCLASS/MiFARE/DESFire /	Each	2074.00
SENSE - FPL	ONE Year Warranty (parts and labor). For details refer to the IXM	Each	221.00
SENSE 2 FP1	SENSE 2 FP1 Biometric Fingerprint Reader Only / SecuGen Optical Sensor	Each	1530.00
SENSE 2 FP2	SENSE 2 FP2 RFID Card Reader - EM Prox/MiFARE/DESFire / SecuGen	Each	1708.50
SENSE 2 FP3	SENSE 2 FP3 RFID Card Reader - HID Prox / SecuGen Optical Sensor	Each	1768.00
SENSE 2 FP4	SENSE 2 FP4 RFID Card Reader - iCLASS/MiFARE/DESFire / SecuGen	Each	1895.50
SENSE 2 FP5	SENSE 2 FP5 RFID Card Reader - EM Prox/HID	Each	1997.50
SENSE - FP	ONE Year Warranty (parts and labor). For details refer to the IXM	Each	165.75
TOUCH 2 FPL1	TOUCH 2 FPL1 Fingerprint Reader + Face Detection + PIN / Lumidigm	Each	1912.50
TOUCH 2 FPL2	TOUCH 2 FPL1 Fingerprint Reader + Face Detection + PIN + RFID Card	Each	2074.00
TOUCH 2 FPL3	TOUCH 2 FPL1 Fingerprint Reader + Face Detection + PIN + RFID Card	Each	2125.00
TOUCH 2 FPL4	TOUCH 2 FPL1 Fingerprint Reader + Face Detection + PIN + RFID Card	Each	2210.00
TOUCH 2 FPL5	TOUCH 2 FPL1 Fingerprint Reader + Face Detection + PIN + RFID Card	Each	2329.00
TOUCH - FPL	ONE Year Warranty (parts and labor). For details refer to the IXM	Each	276.25
TOUCH 2 FP1	TOUCH 2 FP1 Fingerprint Reader + PIN / SecuGen Optical Sensor	Each	1904.00
TOUCH 2 FP1-W	TOUCH 2 FP1-W Fingerprint Reader + PIN ► Wi-Fi, Bluetooth Capable /	Each	2116.50
TOUCH 2 FP2	TOUCH 2 FP2 Fingerprint Reader + PIN + RFID Card Reader - EM	Each	2082.50
TOUCH 2 FP2-W	TOUCH 2 FP2-W Fingerprint Reader + PIN + RFID Card Reader - EM	Each	2286.50
TOUCH 2 FP3	TOUCH 2 FP3 Fingerprint Reader + PIN + RFID Card Reader - HID Prox /	Each	2142.00
TOUCH 2 FP3-W	TOUCH 2 FP3-W Fingerprint Reader + PIN + RFID Card Reader - HID Prox	Each	2363.00
TOUCH 2 FP4	TOUCH 2 FP4 Fingerprint Reader + PIN + RFID Card Reader -	Each	2244.00
TOUCH 2 FP4-W	TOUCH 2 FP4-W Fingerprint Reader + PIN + RFID Card Reader -	Each	2465.00
TOUCH 2 FP5	TOUCH 2 FP5 Fingerprint Reader + PIN + RFID Card Reader -	Each	2380.00
TOUCH 2 FP5-W	TOUCH 2 FP5-W Fingerprint Reader + PIN + RFID Card Reader -	Each	2601.00
TOUCH - FP	ONE Year Warranty (parts and labor). For details refer to the IXM	Each	221.00
TITAN FPU1	TITAN FPU1 Face Recognition + Fingerprint + PIN / SecuGen Optical	Each	4292.50
TITAN FPU2	TITAN FPU2 Face Recognition + Fingerprint + PIN + RFID Card Reader -	Each	4454.00
TITAN FPU5	TITAN FPU5 Face Recognition + Fingerprint + PIN + RFID Card Reader - EM	Each	4734.50
TITAN (U)	ONE Year Warranty (parts and labor). For details refer to the IXM	Each	442.00
TITAN FPLV1	Face Recognition + Fingerprint + PIN / Lumidigm Imaging Sensor	Each	5865.00



TITAN FPLV2	Face Recognition + Fingerprint + PIN + RFID Card Reader - MiFARE/DES /	Each	6018.00
TITAN FPLV5	Face Recognition + Fingerprint + PIN + RFID Card Reader - EM Prox/HID	Each	6315.50
TITAN (L)	ONE Year Warranty (parts and labor). For details refer to the IXM	Each	663.00
EKIT-BLCP	A kit that transforms Invixium's flagship IXM TITAN into a health kiosk	Each	2193.00
EKIT-BA	A kit that transforms Invixium's flagship IXM TITAN into a health kiosk	Each	2193.00
TITAN FV1	Face Recognition + Finger Vein + PIN	Each	5703.50
TITAN FV2	Face Recognition + Finger Vein + PIN + RFID Card Reader -	Each	5865.00
TITAN FV5	Face Recognition + Finger Vein + PIN + RFID Card Reader - EM Prox/HID	Each	6154.00
TITAN (FV)	ONE Year Warranty (parts and labor). For details refer to the IXM	Each	607.75
DEALER STARTER KIT	Includes - MERGE 22, TOUCH2 FP2 or SENSE2 FPL2, 90 min Webinar, 5	Each	9350.00
IXM CHARGE	1400mAH Li-ion battery, 90 - 120 min operational back up for TOUCH 2	Each	86.70
IXM CHARGE +	5000mAH Li-ion battery, 90 - 120 min operational back up for TITAN	Each	165.75
POWER SUPPLY		Each	113.90
POWER SUPPLY 3A	12VDC, 3A Power Supply for TITAN, TFACE	Each	277.10
EM PROX CARD	125 kHz (4100, 4102, 4200) Proximity Card for Access Control	Each	7.65
MIFARE CARD	13.56 MHz (MiFARE Classic, DESFire, DESFire EV1) Smart Card for Access	Each	11.05
Finger Capture Device	Desktop optical fingerprint scanning and enrollment device with USB connectivity, integrated with IXM WEB.	Each	154.70
Finger Capture Device	Desktop optical fingerprint scanning and enrollment device with USB connectivity, integrated with IXM WEB.	Each	387.60
Secure Relay Box	Secure Relay Box - Secure door control from inside the premises via	Each	127.50
CredenceTWO		Each	2924.00
CredenceTWO CR	CredenceTWO, with cardreader plus IXM WEB	Each	3213.00
CredenceTAB CR	CredenceTAB, full configuration (deleted), FAP 30 FP and smartcard	Each	3825.00
CredenceTAB CR & MRZ		Each	4845.00
IXM WEB - Basic	EXTENDED SOFTWARE SUPPORT- IXM Web - Basic, includes updates, (1)	Each	663.00
IXM SDK	IXM SDK is intended for Microsoft.Net developers who wish to integrate	Each	1105.00
IXM SDK Support	IXM SDK Support, includes updates, ONE Year support. 4 hours phone &	Each	1317.50
IXM SDK 2	IXM SDK 2 is intended for developers who are coding applications on	Each	2210.00
IXM CONVERT SDK	IXM WEB Enterprise is available as an SDK and is intended for Microsoft	Each	1105.00

500 templates	IXM CONVERT - Template Conversion 500 Templates for 1 Year	Each	1105.00
1,500 templates	IXM CONVERT - Template Conversion 1500 Templates for 1 Year	Each	1657.50
5,000 templates	IXM CONVERT - Template Conversion 5000 Templates for 1 Year	Each	5525.00
1 year license		Each	11050.00
3 year license	IXM CONVERT - Template Conversion Unlimited Templates for 3 Years	Each	27735.50
SigmaLiteBio	MorphoAccess® SIGMA Lite provides 1:3KUser Biometric Identification (2	Each	705.50
SigmaLiteBio-1Y	1 Year Extended Warranty & Support Sigma Lite Bio - HW Warranty &	Each	54.40
SigmaLiteBio-3Y	3 Years Extended Warranty & Support Sigma Lite Bio - HW Warranty &	Each	113.90
SigmaLiteiClass	MorphoAccess® SIGMA Lite with iClass Card Reader provides 1:3KUser	Each	918.00
SigmaLiteiCLASS-1Y	1 Year Extended Warranty & Support Sigma Lite iClass - HW Warranty &	Each	71.40
SigmaLiteiCLASS-3Y	3 Years Extended Warranty & Support Sigma Lite iClass - HW Warranty &	Each	146.20
SigmaLiteProx	MorphoAccess® SIGMA with Multi Card Reader provides 1:3KUser	Each	918.00
SigmaLiteProx-1Y	1 Year Extended Warranty & Support Sigma Lite Prox - HW Warranty &	Each	71.40
SigmaLiteProx-3Y	3 Years Extended Warranty & Support Sigma Lite Prox - HW Warranty &	Each	146.20
SigmaLiteMulti	MorphoAccess® SIGMA Lite with a Multi Card Reader provides 1:3KUser	Each	790.50
SigmaLiteMulti-1Y	1 Year Extended Warranty & Support Sigma Lite Multi - HW Warranty &	Each	59.50
SigmaLiteMulti-3Y	3 Years Extended Warranty & Support Sigma Lite Multi - HW Warranty &	Each	127.50
SigmaLite+ iClass	MorphoAccess® SIGMA Lite+ iClass Card Reader, 1:3K User Biometric	Each	1105.00
SigmaLite+ iClass-1Y	1 Year Extended Warranty & Support Sigma Lite+ iClass - HW Warranty &	Each	85.00
SigmaLite+ iClass-3Y	3 Years Extended Warranty & Support Sigma Lite+ iClass - HW Warranty	Each	175.10
SigmaLite+ Prox	MorphoAccess® SIGMA Lite+ Prox, Card Reader, 1:3K User Biometric	Each	1105.00
SigmaLite+ Prox-1Y	1 Year Extended Warranty & Support Sigma Lite+ iClass - HW Warranty &	Each	85.00
SigmaLite+ Prox-3Y	3 Years Extended Warranty & Support Sigma Lite+ iClass - HW Warranty	Each	175.10
SigmaLite+ Multi	MorphoAccess® SIGMA Lite+ Multi Card Reader, 1:3K User Biometric	Each	986.00
SigmaLite+ Multi-1Y	1 Year Extended Warranty & Support Sigma Lite+ iClass - HW Warranty &	Each	76.50
SigmaLite+ Multi-3Y	3 Years Extended Warranty & Support Sigma Lite+ iClass - HW Warranty	Each	158.10
WRSigmaMulti	Weather Resistant Rated IP65, Morpho Compatible, 100k user capable,	Each	1479.00
WRSigmaMulti-1Y	1 Year Extended Warranty & Support WR Sigma Multi - HW Warranty &	Each	132.60
WRSigmaMulti-3Y	3 Year Extended Warranty & Support WR Sigma Multi - HW Warranty &	Each	283.90
WRSigmaiClass	Outdoor Rated IP65, Morpho Compatible, 100k user capable, 5" Color	Each	1589.50
WRSigmaiClass-1Y	1 Year Extended Warranty & Support WR Sigma Wide iClass Warranty &	Each	141.10

WRSigmaiClass-3Y	3 Year Extended Warranty & Support WR Sigma Wide iClass Warranty &	Each	306.00
SigmaExFFD-iCLASS	MorphoAccess SIGMA EXTREME iClass: Fingerprint + iClass reader: IP65 &	Each	2286.50
SigmaExFFD-iCLASS-1Y	1 Year Extended warranty & Support Sigma Extreme iClass warranty & (287888687)	Each	205.70
SigmaExFFD-iCLASS-3Y	3 Year Extended warranty & Support Sigma Extreme iClass warranty & (287888690)	Each	442.00
SigmaExFFD-MULTI	MorphoAccess SIGMA EXTREME MULTI: Fingerprint + Mifare/Desfire/NFC	Each	2286.50
SigmaExFFD-MULTI-1Y	1 Year Extended warranty & Support Sigma Extreme Multi warranty & (287888695)	Each	205.70
SigmaExFFD-MULTI-3Y	3 Year Extended warranty & Support Sigma Multi - HW warranty & (287888677)	Each	438.60
SigmaExFFD-PROX	MorphoAccess SIGMA EXTREME Prox: Fingerprint + Prox reader: IP65 &	Each	2286.50
SigmaExFFD-PROX-1Y	1 Year Extended warranty & Support Sigma Extreme Prox- HW warranty (287888707)	Each	205.70
SigmaExFFD-PROX-3Y	3 Year Extended warranty & Support Sigma Extreme Prox- HW warranty (287888080)	Each	438.60
SIGMA Exp 3k	License to Increase MA SIGMA Reader Matching Capacity to 3,000 users	Each	107.10
SIGMA Exp 10k	License to Increase MA SIGMA Reader Matching Capacity to 10,000 users	Each	146.20
SIGMA Exp 50k	License to Increase MA SIGMA Reader Matching Capacity to 50,000 users	Each	292.40
SIGMA Exp 100k	License to Increase MA SIGMA Reader Matching Capacity to 100 000	Each	581.40
SIGMA WiFi	For MorphoAccess® SIGMA and SIGMA EXTREME Series - Wi-Fi dongle +	Each	309.40
SIGMA WiFi	For MorphoAccess® SIGMA and SIGMA EXTREME Series - Wi-Fi dongle +	Each	309.40
MA Lite Space (x10)	Spacer to place between wall and product, in order to ease installation	Each	195.50
FFD	To enable the FFD feature of the MA SIGMA Extreme FFD; S/N or License	Each	272.00
Wall Frame	Sigma Lite Wall Frame (Backplate) (293710731)	Each	98.60
MorphoWave Compact MD		Each	5703.50
MorphoWave Compact MD-1Y		Each	527.00
MorphoWave Compact MD-3Y		Each	1125.40

MorphoWave Compact MDPI		Each	6035.00
MorphoWave Compact MDPI-1Y		Each	552.50
MorphoWave Compact MDPI-3Y		Each	1190.00
MorphoWave Compact MDPI		Each	6162.50
MorphoWave Compact MDPI-1Y		Each	569.50
MorphoWave Compact MDPI-3Y		Each	1215.50
MWC 100K Users License		Each	2082.50
MWC 40K Users License		Each	1037.00
MCW Spacer	Wall mount spacer. Can be used as a wire chase (293734575)	Each	68.00
MCW Stand	Vertical wall mounting bracket. Must be used in conjunction with Space	Each	110.50
MCW Visor	Outdoor visor (293757482)	Each	357.00
MCW Pedestal Black	Morpho Wave Compact Pedestal Black (OFS-MWC-01V2-BL)	Each	2320.50
MCW Pedestal Gray	Morpho Wave Compact Pedestal Gray (OFS-MWC-01V2-GR)	Each	2320.50
MWC Pedestal 1/4 inch metal base plate	MWC Pedestal 1/4 inch metal base plate (OFS-MWC-BP)	Each	476.00
MWC Pedestal adaptor for MWT base plate	MWC Pedestal adaptor for MWT base plate (MWC-BP-ADAP)	Each	569.50
MW ENRKIT	ME20-45000B-A Contactless enrollment pack Morphowave enables the	Each	6091.10
Vision Pass MD	VisionPass 2D, 2D-IR, 3D facial recognition reader for frictionless Access &	Each	4335.00
Vision Pass MD 1Y	VisionPass MD Warranty & Access to Support & FW/SW Upgrades for a	Each	433.50
Vision Pass MD 3Y	VisionPass MD Warranty & Access to Support & FW/SW Upgrades for a	Each	935.00

Vision Pass MDPI	VisionPass 2D, 2D-IR, 3D facial recognition reader for frictionless Access &	Each	4930.00
Vision Pass MDPI 1Y	VisionPass MDPI Warranty & Access to Support & FW/SW Upgrades for a	Each	493.00
Vision Pass MDPI 3Y	VisionPass MDPI Warranty & Access to Support & FW/SW Upgrades for a	Each	1045.50
Vision Pass MDPI-M	VisionPass 2D, 2D-IR, 3D facial recognition reader for frictionless Access &	Each	5100.00
Vision Pass MDPI-M 1Y	VisionPass MDPI-M Warranty & Access to Support & FW/SW Upgrades for a total period of 3 YEARS for ViP MD (287889460)	Each	510.00
Vision Pass MDPI_M 3Y	VisionPass MDPI-M Warranty & Access to Support & FW/SW Upgrades for a total period of 5 YEARS for ViP MD (287889481)	Each	1071.00
Vision Pass 40k	License upgrade from 20K to 40K Users (293762264)	Each	850.00
SL-MOUNT-VIP	Slimline Wallmount (Backplate) for VisionPass	Each	136.00
VP ENRKIT	Contactless enrollment pack VisionPass enables the enrollment,	Each	5355.00
VP MOUNT	VisionPass Metal Mounting (293784546)	Each	1045.50
iCAM7000S-B	Iris Camera - Dual Iris recognition camera, TCP/IP enabled, embedded	Each	2570.40
iCAM7000S-T	Iris Camera - Dual Iris recognition camera, TCP/IP enabled, embedded	Each	2570.40
iCAM7010S-H1B	Iris Camera - Dual Iris recognition camera, TCP/IP enabled, embedded	Each	3060.00
iCAM7010S-H1T	Iris Camera - Dual Iris recognition camera, TCP/IP enabled, embedded	Each	3060.00
iCAM7101S-B	Iris Camera - Dual Iris recognition camera, TCP/IP enabled, embedded	Each	3043.00
iCAM7101S-T	Iris Camera - Dual Iris recognition camera, TCP/IP enabled, embedded	Each	3043.00
iCAM7111S-H1B	Iris Camera - Dual Iris recognition camera, TCP/IP enabled, embedded	Each	3570.00
iCAM7111S-H1T	Iris Camera - Dual Iris recognition camera, TCP/IP enabled, embedded	Each	3570.00
iCAM TD100A-C	USB Tethered Dual Iris and Face Camera with image capture, Captive USB	Each	2643.50
iCAMTD100-CASE	Silicone Case for iCAM TD100 or iCAM TD100A.	Each	66.30
iCAM7-RMB	Recess Mount for iCAM 7 series, Black	Each	132.60
iCAM7-RMT	Recess Mount for iCAM 7 series, Titanium color	Each	132.60
iCAM7-PWR	Power Supply for iCAM 7 series	Each	78.20
iCAM7-OS	Outdoor Shroud for iCAM 7S Series	Each	1275.00
SM-UP-SE	Smart Card reader/writer module for iCAM 7S Series	Each	442.00
iCAM7-ST	Enrollment Stand for iCAM 7 series	Each	132.60
ICU7000-2	Identification Control Unit - 1 channel controller with wiegand output	Each	1768.00
EAC500	IrisAccess EAC S/W - 500 Users	Each	617.10
EAC2500	IrisAccess EAC S/W - 2,500 Users	Each	1394.00

EAC5000	IrisAccess EAC S/W - 5,000 Users	Each	2941.00
EAC10K	IrisAccess EAC S/W - 10,000 Users	Each	4488.00
EAC30K	IrisAccess EAC S/W - 30,000 Users	Each	12563.00
EAC50K	IrisAccess EAC S/W - 50,000 Users	Each	23205.00
EAC100K	IrisAccess EAC S/W - 100,000 Users	Each	40885.00
90-4000-27	3649-0001: Pronto Printer: Single sided, Hand-Fed Color Card Printer	Each	1402.50
90-4000-28	3649-0002: Pronto Printer: Single sided, Hand-Fed Color Card Printer	Each	1742.50
MA100YMCKO	MA100YMCKO Dye Film - 100 Images	Each	64.60
90-4008-29	MA300YMCKO: YMCKO Dye Film - 300 images	Each	110.50
90-4008-30	CK1: Cleaning Kit (5-Tcards, 1 pen)	Each	22.10
FG/3649-0160	FG/3649-0160: Pronto Print head Assembly	Each	1207.00
3100-0001/2	3100-0001/2 Pronto100; Single sided	Each	1615.00
MD100YMCKO/2	MD100YMCKO/2 - 100 Shot color film	Each	62.05
FG/3100-0160	FG/3100-0160 Pronto100 Printhead Assembly	Each	1207.00
E9100	Pronto100 Cleaning Kit (10 cards, 1 pen)	Each	42.50
3300-0001/2	Magicard 300 NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	2057.00
3300-0002/2	Magicard 300 Mag NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	2414.00
3300-0003/2	Magicard 300 Smart NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	2881.50
3300-0004/2	Magicard 300 Mag Smart NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3247.00
3300-0021/2	Magicard 300 Duo NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	2414.00
3300-0022/2	Magicard 300 Duo Mag NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	2771.00
3300-0023/2	Magicard 300 Duo Smart NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3230.00
3300-0024/2	Magicard 300 Duo Mag Smart NOTE: RIBBON NOT INCLUDED WITH	Each	3595.50
MC200YMCKO/2	200 shot color film	Each	80.33
MC250YMCKOK/2	250 shot color film, black on reverse	Each	119.00
MC300YMCKO/2	300 shot color film	Each	102.00
MC600KO/2	Black monochrome with overcoat	Each	125.80
3300-0051	1 yr MagiCover Magicard 300 extension (EU & USA only) Time of	Each	892.50
3300-0052E	Electronic duplex upgrade	Each	467.50
R0058	Electronic Custom HoloKote	Each	637.50
R0059	Repeat Electronic Custom HoloKote	Each	297.50

FG/3652-3160	Magicard 300 Printhead Assembly	Each	1207.00
3633-0053	Magicard 300 Cleaning kit (10 cards, 1 pen)	Each	42.50
3633-0054	Magicard 300 Cleaning Rollers Kit (5 sleeves, 1 roller bar)	Each	28.05
3300-0051	1 yr MagiCover Magicard 300 extension (EU & USA only) Time of	Each	892.50
FG/3633-0049-3121	Contact card encoder fitting kit	Each	586.50
FG/3633-0049-5122	Contact/Contactless Smart Card Encoder fitting kit	Each	671.50
3652-5001/2	Magicard 600 NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	2652.00
3652-5002/2	Magicard 600 Mag NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3017.50
3652-5003/2	Magicard 600 Smart NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3493.50
3652-5004/2	Magicard 600 Mag Smart NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3825.00
3652-5021/2	Magicard 600 600 Duo NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3009.00
3652-5022/2	Magicard 600 Duo Mag NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3357.50
3652-5023/2	Magicard 600 Duo Smart NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3842.00
3652-5024/2	Magicard 600 Duo Mag Smart NOTE: RIBBON NOT INCLUDED WITH	Each	4173.50
MB200YMCKO/2	Magicard 600 Consumables 200 shot color film	Each	90.10
MB250YMCKOK/2	Magicard 600 Consumables 250 shot color film, black on reverse	Each	130.90
MB300YMCKO/2	Magicard 600 Consumables 300 shot color film	Each	113.05
MB600KO/2	Magicard 600 Consumables Black monochrome with overcoat	Each	140.25
3652-0051	1 yr MagiCover Magicard 600 Duo extension (EU & USA only)	Each	892.50
3652-5052E	Magicard 600 Electronic duplex upgrade	Each	462.40
R0058	Electronic Custom HoloKote	Each	632.40
R0059	Repeat Electronic Custom HoloKote	Each	292.40
FG/3652-3160	Magicard 300 Printhead Assembly	Each	1207.00
3633-0053	Magicard 300 Cleaning kit (10 cards, 1 pen)	Each	42.50
3633-0054	Magicard 300 Cleaning Rollers Kit (5 sleeves, 1 roller bar)	Each	28.05
3652-0051	1 yr MagiCover Magicard 600 Duo extension (EU & USA only)	Each	892.50
FG/3633-0049-5122	Contact/Contactless Smart Card Encoder fitting kit	Each	671.50
3652-3012	Rio Pro 360 Secure NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3357.50
3652-3013	Rio Pro 360 Secure Mag NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3714.50
3652-3014	Rio Pro 360 Secure Smart NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	4182.00
3652-3015	Rio Pro 360 Secure Mag Smart NOTE: RIBBON NOT INCLUDED WITH	Each	4539.00

3652-3032	Rio Pro 360 Secure Duo NOTE: RIBBON NOT INCLUDED WITH PRINTERS	Each	3714.50
3652-3033	Rio Pro 360 Secure Duo Mag NOTE: RIBBON NOT INCLUDED WITH	Each	4063.00
3652-3034	Rio Pro 360 Secure Duo Smart NOTE: RIBBON NOT INCLUDED WITH	Each	4539.00
3652-3035	Rio Pro 360 Secure Duo Mag Smart NOTE: RIBBON NOT INCLUDED WITH	Each	4896.00
3652-3008		Each	4879.00
M9007-432	30 Mil - 140 x 54mm (5.51 x 2.12in) Blank Xtended Cards - 100 pack.	Each	110.50
M9007-433	30 Mil - 109 x 54mm (4.29 x 2.12in) Blank Xtended Cards - 100 pack.	Each	110.50
3680-0001	Ultima Uno- Single Sided retransfer printer NOTE: RIBBON NOT	Each	5270.00
3680-0002	Ultima Uno- Magstripe Encoder NOTE: RIBBON NOT INCLUDED WITH	Each	6375.00
3680-0003	Ultima Uno- Smart Card Endcder NOTE: RIBBON NOT INCLUDED WITH	Each	5992.50
3680-0004	Ultima Uno- Mag Encoder/Smartcard Encoder NOTE: RIBBON NOT	Each	7072.00
3680-0021	Ultima Duo Double Sided retransfer printer NOTE: RIBBON NOT	Each	5992.50
3680-0022	Ultima Duo- Magstripe Encoder NOTE: RIBBON NOT INCLUDED WITH	Each	7072.00
3680-0023	Ultima Duo- Smart Card Encoder NOTE: RIBBON NOT INCLUDED WITH	Each	6715.00
3680-0024	Ultima Duo- Mag Encoder/Smartcard Encoder NOTE: RIBBON NOT	Each	7794.50
E9887	Ultima Cleaning Kit (10 pads + cards)	Each	110.50
3680-0052E	Ultima online double-sided upgrade	Each	1343.00
E9908	Ultima Online custom HoloKote	Each	1079.50
E9909	Ultima-Additional Custom HoloKote key	Each	535.50
HE1000YMCK	Color dye film	Each	518.50
HE750YMCKS	Color dye film with secure HoloKote panel	Each	518.50
HE750YMCKK	750 shot color film, black on reverse	Each	518.50
HE1000RT	Retransfer film	Each	232.90
3680-0051	1 yr MagiCover Ultima printer extension (EU & USA only)	Each	1181.50
Prima801	PRIMA801: Prima 8 Uno: Reverse Transfer Printer Single Sided NOTE:	Each	6077.50
Prima802	PRIMA802: Prima 8 Duo: Reverse Transfer Printer Double Sided NOTE:	Each	7293.00
Prima802-600DPI	PRIMA8 600DPI Duo: Reverse Transfer Printer Double Sided NOTE:	Each	12665.00
PRIMA497	PRIMA497: 1 Yr UltraCover Prima Printer Extension NOTE: RIBBON NOT	Each	1249.50
PRIMA421	PRIMA421: Prima8 Mag Encoder (NOTE: Option for Prima802 ONLY)	Each	1394.00
PRIMA422	PRIMA422: Prima8 Contact Chip Module Factory Installed (ENCODING	Each	1156.00
PRIMA423	PRIMA423: Prima8 Contactless Encoder Factory Installed (ENCODING	Each	1198.50



PRIMA424	PRIMA424: Prima8 Bend remedy for Prima802 Duo Factory Installed	Each	578.00
PRIMA431	YMCK Dye Film & Retransfer Film Set - 1000 Images (Prima 4)	Each	807.50
PRIMA433	YMCKK Dye Film - 750 images (double sided) (Prima 4)	Each	722.50
PRIMA434	YMCK-UV Dye Film - 750 Images with UV panel (Prima 4)	Each	722.50
PRIMA436	Re-Transfer film - 1000 Images (Prima 4)	Each	212.50
PRIMA831	YMCK Dye Film & Retransfer Film Set - 1000 Images (Prima8)	Each	756.50
PRIMA833	YMCKK Dye Film - 750 images (double sided) (Prima8)	Each	680.00
PRIMA834	YMCK-UV Dye Film - 750 Images with UV panel (Prima8)	Each	680.00
PRIMA436	Re-Transfer film - 1000 Images (Prima 4)	Each	212.50
PRIMA451	Prima Inline Laminator - Single-sided	Each	4207.50
PRIMA452	Prima Inline Laminator - Double-sided	Each	5610.00
PRIMA502	1 yr UltraCover Prima Uno laminator extension (EU & USA only)	Each	875.50
PRIMA503	1 yr UltraCover Prima Duo laminator extension (EU & USA only)	Each	1147.50
PRIMA461	Holographic Overlay Film with Generic "Snowflake" design - 1000	Each	807.50
PRIMA462	Clear Patch Laminate .6mil, 600 laminates per roll	Each	348.50
PRIMA463	Clear Patch Laminate .6mil with chip cutout, 600 patches per roll	Each	442.00
PRIMA464	Clear Patch Laminate 1 mil, 600 patches per roll	Each	348.50
E9887	Ultima Cleaning Kit (10 pads + cards)	Each	110.50
90-0903-10	Integrated Badging PER CLIENT (does not include capturing equipment or	Each	680.00
90-0903-10PP	Integrated Badging PER CLIENT With printer purchase	Each	340.00
90-0903-30	Magnetic encoding option. Printer must have mag encoding hardware	Each	510.00
90-2005-10	Signature capture Serial (includes software and Topaz signature pad)	Each	850.00
TS751HSB	Signature capture USB (includes software and Topaz signature pad)	Each	552.50
Imaging System	Photo Imaging Kit Capture Cardholder images for badge printing with this	Each	994.50
95-0108-60	M9006-796: 30 Mil CR80 PVC Cards w/Gold Holopatch (500 per pack)	Each	272.00
M3610040	M9006-793A: 30 Mil CR80 PVC Blank Cards (500 per pack)	Each	85.00
90-0108-90	M3610-054B: 14 Mil CR80 PVC Blank Cards (100 per pack) Self Adhesive	Each	35.28
90-0706-00	Slot Punch	Each	93.50
39431510	Brady People ID 3943-1510 Medium Manual Table Top Slot Punch with Adjustable Guides, 9/16" x 1/8" Slot Size	Each	331.50
95-0110-00	Badge Clips (Min 100 pcs)	Each	0.26
95-0111-00	Neck Chains (Min 100 pcs)	Each	0.43

95-0111-50	Breakaway Neck Loops (Min 100 pcs)	Each	0.85
95-0115-00	Galaxy Lanyards (Min 100 pcs)	Each	1.28
SIPServer	Fanless SIP server appliance – allows for unit to unit calling and paging	Each	2550.00
BASIP-AM-02 Black	10.1" TFT LCD, touch; table installation; intercom with all monitors in the	Each	2267.80
BASIP-AA-14FB SILVER	Display 10,1" TFT, color; backlight 6 LEDs; camera resolution 1.3 MP, 1/4"; operating temperature -40...+65 °C; only flush mount; protection class: IP65; LIKEY card reader; face recognition; WIEGAND, 26+ output;	Each	3026.00
BASIP-AA-14FB BLACK	Display 10,1" TFT, color; backlight 6 LEDs; camera resolution 1.3 MP, 1/4"; operating temperature -40...+65 °C; only flush mount; protection class: IP65; LIKEY card reader; face recognition; WIEGAND, 26+ output;	Each	3026.00
BASIP-AA-14FB GOLD	Display 10,1" TFT, color; backlight 6 LEDs; camera resolution 1.3 MP, 1/4"; operating temperature -40...+65 °C; only flush mount; protection class: IP65; LIKEY card reader; face recognition; WIEGAND, 26+ output;	Each	3026.00
BASIP-AA-12FB BLACK	Display 4" TFT, color; backlight 6 LEDs; camera resolution 1.3 MP, 1/4"; operating temperature -40...+65 °C; only flush mount; protection class: IP65; LIKEY card reader; face recognition; WIEGAND, 26+ output; SIP 2 0	Each	2499.00
BASIP-AA-12FB SILVER	Display 4" TFT, color; backlight 6 LEDs; camera resolution 1.3 MP, 1/4"; operating temperature -40...+65 °C; only flush mount; protection class: IP65; LIKEY card reader; face recognition; WIEGAND, 26+ output; SIP 2 0	Each	2499.00
BASIP-AA-12FB GOLD	Display 4" TFT, color; backlight 6 LEDs; camera resolution 1.3 MP, 1/4"; operating temperature -40...+65 °C; only flush mount; protection class: IP65; LIKEY card reader; face recognition; WIEGAND, 26+ output; SIP 2 0	Each	2499.00
BASIP-AA-07FB SILVER	Display 4,3" TFT, color; backlight 6 LEDs; camera resolution 2 MP, 1/3"; operating temperature -40 +65 °C; protection class IP65; flush mount, wall mount with BR-AA bracket; LIKEY card reader; face recognition;	Each	1810.50
BASIP-AA-07FB SS	Display 4,3" TFT, color; backlight 6 LEDs; camera resolution 2 MP, 1/3"; operating temperature -40 +65 °C; protection class IP65; flush mount, wall mount (BR-AA); LIKEY card reader; output WIEGAND, 26 34 37 40	Each	2004.30
BASIP-AA-07BD SILVER	Display 4,3" TFT, color; backlight 6 LEDs; camera resolution 2 MP, 1/3"; operating temperature -40 +65 °C; protection class IP65; flush mount, wall mount (BR-AA); LIKEY card reader; output WIEGAND, 26 34 37 40	Each	1326.00
BASIP-BI-02FB BLACK	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2006.00
BASIP-BI-02FB SLVER	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2006.00
BASIP-BI-02FB GOLD	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2006.00
BASIP-BI-04FB BLACK	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2065.50
BASIP-BI-04FB SILVER	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature 40...+65 °C; flush mount, wall mount vith BR-AA12; protection class: IP65; LIKEY card reader; face recognition; WIEGAND, 26 34 37 40 42 56 58	Each	2065.50
BASIP-BI-04FB GOLD	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2065.50
BASIP-BI-08FB BLACK	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2278.00
BASIP-BI-08FB SILVER	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature 40...+65 °C; flush mount, wall mount vith BR-AA12; protection class: IP65; LIKEY card reader; face recognition; WIEGAND, 26 34 37 40 42 56 58	Each	2278.00

BASIP-BI-08FB GOLD	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2278.00
BASIP-BI-12FB BLACK	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2320.50
BASIP-BI-12FB SILVER	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature 40...+65 °C; flush mount, wall mount with BR-AA12; protection class: IP65; UKEY card reader: face recognition WIEGAND 26 34 37 40 42 56 58	Each	2320.50
BASIP-BI-12FB GOLD	Backlight 6 LEDs; camera resolution 1.3 MP, 1/3"; operating temperature	Each	2320.50
BASIP-AV-08FB SILVER	2 MP Digital IP Camera; viewing angle 90°; protection class IP65; operating temperature: -40 to + 65 °C; PoE and + 12V DC ;Support SIP P2P: RS485: PIEZOelectric call button: built in relay to control the lock	Each	1147.50
BASIP-AV-08FB BLACK	2 MP Digital IP Camera; viewing angle 90°; protection class IP65; operating temperature: -40 to + 65 °C; PoE and + 12V DC ;Support SIP P2P: RS485: PIEZOelectric call button: built in relay to control the lock	Each	1147.50
BASIP-AV-08FB GOLD	2 MP Digital IP Camera; viewing angle 90°; protection class IP65; operating temperature: -40 to + 65 °C; PoE and + 12V DC ;Support SIP P2P: RS485: PIEZOelectric call button: built in relay to control the lock	Each	1147.50
BASIP-AV-05FD SILVER	2 MP Digital IP Camera; viewing angle 110°; protection class IP65; operating temperature: -40 to + 65 °C; PoE and +12V DC ;Support SIP P2P: RS485: TOUCH FREE call button: built in relay to control the lock	Each	680.00
BASIP-AV-05FD BLACK	2 MP Digital IP Camera; viewing angle 110°; protection class IP65; operating temperature: -40 to + 65 °C; PoE and +12V DC ;Support SIP P2P: RS485: TOUCH FREE call button: built in relay to control the lock	Each	680.00
BASIP-AV-05FD GOLD	2 MP Digital IP Camera; viewing angle 110°; protection class IP65; operating temperature: -40 to + 65 °C; PoE and +12V DC ;Support SIP P2P: RS485: TOUCH FREE call button: built in relay to control the lock	Each	680.00
BASIP-AV-05SD SILVER	1 MP Digital IP Camera; viewing angle 110°; protection class IP64; operating temperature: -40 to + 65 °C; PoE and + 12V DC ;Support SIP P2P: RS485: TOUCH FREE call button: built in relay to control the lock	Each	680.00
BASIP-AV-05SD BLACK	1 MP Digital IP Camera; viewing angle 110°; protection class IP64; operating temperature: -40 to + 65 °C; PoE and + 12V DC ;Support SIP P2P: RS485: TOUCH FREE call button: built in relay to control the lock	Each	680.00
BASIP-AV-05SD GOLD	1 MP Digital IP Camera; viewing angle 110°; protection class IP64; operating temperature: -40 to + 65 °C; PoE and + 12V DC ;Support SIP P2P: RS485: TOUCH FREE call button: built in relay to control the lock	Each	680.00
BASIP-AV-03D BLACK	Camera resolution 1.3MP, 1/4"; backlight 6 LEDs Operating temperature -40...+65 °C, Surface mount, SIP 2.0, P2P, Built-in relay, POE (5060514912669) 90 DAY LEAD TIME	Each	450.50
BASIP-AV-03D SILVER	Camera resolution 1.3MP, 1/4"; backlight 6 LEDs; operating temperature - 40...+65 °C; surface mount with and without hood (brackets included); protection class IP40, for installations inside building; SIP 2.0, P2P, Built-in relay, power PoE	Each	450.50
BASIP-AV-03BD BLACK	Camera resolution 1.3MP, 1/4"; backlight 6 LEDs; operating temperature - 40...+65 °C; surface mount with and without hood (brackets included); protection class IP40, for installations inside building; SIP 2.0, P2P, Built-in relay, power PoE	Each	782.00
BASIP-AV-03BD SILVER	Camera resolution 1.3MP, 1/4"; backlight 6 LEDs Operating temperature -40...+65 °C, Surface mount, SIP 2.0, P2P, Built-in relay, POE, Card reader UKEY (UKEY model: (NFC) (EAN 5060514912669))	Each	782.00

BASIP-AV-04SD-SILVER	1MP Digital IP Camera; viewing angle 90°; protection class IP64; operating temperature: -40 to + 65 ° C; PoE and + 12V DC ;Support SIP P2P; PS485; backlight mechanical call button; built-in relay to control the	Each	595.00
BASIP-AV-04FD-SILVER	1MP Digital IP Camera; viewing angle 90°; protection class IP64; operating temperature: -40 to + 65 ° C; PoE and + 12V DC ;Support SIP P2P; PS485; backlight mechanical call button; built-in relay to control the	Each	595.00
BASIP-AV-04AFD-RED	No camera, operating temperature -40...+65 ° C; protection class: IP65; flush mount; SIP 2.0, P2P; built-in relay 1A; RED colour (EAN 5060514913840) 90 DAY LEAD TIME	Each	552.50
BASIP-AV-04AFD-GREEN		Each	552.50
BASIP-AV-04AFD-SILVER		Each	552.50
BASIP-AV-01KD GREY	Camera resolution 1MP, 1/4", backlight 6 LEDs Operating temperature -40...+65 °C, protection class: IP65; flush mount, wall mount (BR-AV), SIP 2.0, P2P; built-in	Each	833.00
BASIP-AV-01D GREY	Camera resolution 1MP, 1/4", backlight 6 LEDs Operating temperature -40 ... +65 °C, protection class: IP65; flush mount, wall mount (BR-AV); SIP 2.0, P2P; built-in	Each	1054.00
BASIP-AV-01BD GREY	Description: Camera resolution 1MP, Backlight 6 LEDs; operating temperature -40 ... +65 °C, protection class: IP65; flush mount, wall mount (BR-AV); SIP 2.0, P2P; built-in	Each	1054.00
BASIP-AT-10 SILVER	10" IPS LCD, touch; capacitive display; resolution 1280x800; built-in	Each	1496.00
BASIP-AT-10 BLACK	10" IPS LCD, touch; capacitive display; resolution 1280x800; built-in	Each	1496.00
BASIP-AT-10 GOLD	10" IPS LCD, touch; capacitive display; resolution 1280x800; built-in	Each	1496.00
BASIP-AK-10L WHITE	"10" TFT LCD, touch; capacitive display; resolution 1024*600; WITHOUT	Each	969.00
BASIP-AT-07L WHITE	7" IPS LCD, touch; capacitive display; resolution 1024x600; WITHOUT	Each	918.00
BASIP-AT-07L BLACK	7" IPS LCD, touch; capacitive display; resolution 1024x600; WITHOUT	Each	918.00
BASIP-AT-07L GOLD	7" IPS LCD, touch; capacitive display; resolution 1024x600; WITHOUT	Each	918.00
BASIP-AQ-07LA WHITE	7" TFT LCD, touch, capacitive display; resolution 1024x600; WITHOUT built-in camera and QUAD splitter; power supply: PoE + 12 V DC; up to 16 IP cameras to view; slot for microSD card; internal memory for 100 photo	Each	612.00
BASIP-AQ-07LA BLACK		Each	612.00

BASIP-AQ-07LL BLACK		Each	484.50
BASIP-AQ-07LL WHITE		Each	484.50
BASIP-AU-04LA WHITE	4" TFT LCD, touch; display resolution 480x272; power supply: PoE and +12 V DC; up to 8 IP-cameras to view; Connection of the doorbel button; elevator control; 4 inputs for alarm sensors; SIP P2P; ability to connect	Each	391.00
BASIP-AU-04LA BLACK	4" TFT LCD, touch; display resolution 480x272; power supply: PoE and +12 V DC; up to 8 IP-cameras to view; Connection of the doorbel button; elevator control; 4 inputs for alarm sensors; SIP P2P; ability to connect	Each	391.00
BASIP-SP-03-WHITE	Audio handset; Ethernet 10/100; Power: +12 V DC or PoE 802.3af; The	Each	229.50
BASIP-SP-03-BLACK	Audio handset; Ethernet 10/100; Power: +12 V DC or PoE 802.3af; The	Each	229.50
BASIP-SW-02		Each	229.50
BASIP-SW-10		Each	297.50
BASIP-BR-AA14B	Dimensions 180x400x45 mm; for AA-14FB (Black) EAN 5060514913659	Each	348.50
BASIP-BR-AA14S	Dimensions 180x400x45 mm; for AA-14FB (Silver) EAN 5060514913666	Each	348.50
BASIP-BR-AA14G	Dimensions 180x400x45 mm; for AA-14FB (Gold) EAN 5060514913673	Each	348.50
BASIP-BR-AA12S	Dimensions 170x390x115 mm; for AA-12B, AA-12FB, BI-02, BI-04, BI-06,	Each	348.50
BASIP-BR-AA12B	Dimensions 170x390x115 mm; for AA-12B, AA-12FB, BI-02, BI-04, BI-06,	Each	348.50
BASIP-BR-AA12G	Dimensions 170x390x115 mm; for AA-12B, AA-12FB, BI-02, BI-04, BI-06,	Each	348.50
BASIP-BR-AA7SS	Dimensions 140x355x53 mm; for AA-07FB STAINLESS STEEL 90 DAY LEAD	Each	348.50
BASIP-BR-AA7		Each	238.00
BASIP-BR-AV 08FB	Dimensions 121x197x71 mm for AV-01BD, AV-01D, AV-01KD, AV-08FB	Each	76.50
BASIP-BR-AV2	Dimensions 103x161x80 mm for AV-02ICE, AV-02FDE, CR-02BD EAN	Each	195.50
BASIP-BR-SH45S	Dimensions 70x114x20 mm for SH-45 Stainless steel SILVER EAN	Each	79.90
BASIP-BR-SH45B	Dimensions 70x114x20 mm for SH-45 Stainless steel BLACK EAN	Each	79.90
BASIP-BR-AT10B	Dimensions 155x125x95 mm; for AT-10 90 DAY LEAD TIME	Each	71.40
BASIP-BR-AT7B	Dimensions 140x115x75 mm; for AT-07L 90 DAY LEAD TIME	Each	64.60
BASIP-SH-45TES	Touch free EXIT button, IP68, Light indicator - red and green when the	Each	153.00
BASIP-SH-45TEB	Touch free EXIT button, IP68, Light indicator - red and green when the	Each	153.00
BASIP-SH-47TS	NO TOUCH button, IP68, Light indicator - red and green when the button	Each	153.00

BASIP-SH-47TB	NO TOUCH button, IP68, Light indicator - red and green when the button	Each	153.00
BASIP-SH-46TB	NO TOUCH door bell OR additional button, IP68, Light indicator - red and	Each	153.00
BASIP-SH-46TS	NO TOUCH door bell OR additional button, IP68, Light indicator - red and	Each	153.00
BASIP-CR-02BDG	Operating temperature -40...+65 °C; protection class: IP65; flush mount,	Each	756.50
BASIP-CR-02BDS	Operating temperature -40...+65 °C; protection class: IP65; flush mount,	Each	756.50
BASIP-CR-02BDB	Operating temperature -40...+65 °C; protection class: IP65; flush mount,	Each	756.50
BASIP-SH-42	This module is designed to control two locks per 8A, both	Each	51.00
BASIP-EVRC-IP	Manages elevator equipment with a possibility of calling the elevator at	Each	1360.00
SW-IC	Singlewire InformaCast Software (Royalties Charge)	Each	99.45
SW-TMF-EO	TalkMaster Focus Enterprise Operator: Management and operator	Each	1096.50
SW-TMF-AT	TalkMaster Focus Automation Tool: Add-on for automated messaging	Each	1096.50
SW-TMF-V	TalkMaster Focus Vision: Add-on to allow operators to view live video	Each	1096.50
SW-TMF-VC	TalkMaster Focus VoIP Connect: Add-on to allow integration of standard	Each	1096.50
SW-TMF-QCC	TalkMaster Focus Quick Call Connect	Each	1096.50
SPKR-IPSystem-1-HD	Wall Speaker	Each	969.00
SPKR-IPSystem-1-VP-HD		Each	1105.00
SPKR-IP-CS	Lay-in Tile Speaker	Each	1122.00
SPKR-IP11-BD-P	Hallway Bi-Directional Speaker	Each	1045.50
IP7-EDB-POE	Black Desktop Intercom	Each	680.00
IP7-ESB-POE	Black Wall-mount Intercom IP Intercom, PoE	Each	680.00
IP7-EDW-POE	White Desktop IP Intercom, PoE	Each	680.00
IP7-ESW-POE	White Wall Mount IP Intercom, PoE	Each	680.00
SPKR-IP5-FD	Speaker IP-Enabled 5" Speaker, Paging and Full Duplex Talk-Back, White,	Each	1020.00
INT-IP-2GANG	Rugged 2-gang Intercom	Each	952.00
IP7-FX	IP Intercom endpoint, Full Duplex, requires external mic/speaker, 8 Watt,	Each	722.50
IP7-SS20	20 Watt Amplifier	Each	561.00
IP7-SS40	40 Watt Amplifier	Each	680.00
IP7-MZC-FD	IP Audio Multi Zone Controller	Each	1317.50
IP7-ZX4L	Zone Expansion Board	Each	331.50
IP7-FX-IC	InformaCast compatible IP Intercom endpoint, Full Duplex, requires	Each	799.00

IP7-SS40-IC	InformaCast 40 Watt Amplifier	Each	756.50
SPKR-1-T	Analog Wall Speaker 70V	Each	459.00
SPKR-1-8	Analog Wall Speaker	Each	459.00
SPKR-12-T		Each	459.00
SPKR-12-8	Analog Ceiling Speaker	Each	459.00
SPKR-BB2-T	Analog Beam Mount Speaker	Each	433.50
SPKR-BB2-8	Analog Beam Mount Speaker	Each	433.50
SPKR-8C-T-2	Analog Drywall Speaker	Each	620.50
SPKR-8C-8-2	Analog Drywall Speaker	Each	620.50
SPKR-11-BD-XOS	Analog Hallway bi-directional Speaker- Dual 4" O.D. Corridor Paging	Each	510.00
SPKR-440-8	Analog Horn Small- 40W 8ohm Paging Horn	Each	425.00
SPKR-205-8	Analog Horn Medium- 5W 8ohm Paging Horn	Each	501.50
SPKR-132-8		Each	595.00
COMTR25/70-324J	Line Transformer Small- 25/70V Line Transformer 32W & Din Clips (For	Each	110.50
COMTR40/70-WA	Line Transformer Large	Each	153.00
HS-A1	Armored Handset- Armored Cord (For IP7-SE8, IP7-FD)	Each	484.50
HS-L1	Lobby Phone Handset	Each	391.00
MIC SM1	Omni-Directional 25' pick-up pattern, Low Noise Pre-Amplifier	Each	212.50
PNL-CIS4	2-gang Rugged Call Panel	Each	195.50
PNL-CIS4-M-DA	2-gang Rugged Call Panel with Mic	Each	255.00
PNL-CIS4-M-L-DA	0	Each	272.00
PNL-CIB2-DA	Single-gang Call Button	Each	255.00
PNL-BB7-DA	2-gang Hooded Backbox	Each	255.00
ACCPS-110	Power Supply 110V - 9VDC	Each	102.00
ACCPSMDR-60-12	Power Supply 60W 12VDC	Each	340.00
ACCPSMDR-60-24	Power Supply 60W 24VDC	Each	340.00
ACCPS-W-18-12	Power Supply	Each	132.60
ACCPS-W-48-24	Power Supply	Each	204.00
MAXIMAL33	MAXIMAL33: Each set of 8 outputs are selectable for 12VDC @ 5.5 amp	Each	1402.50
MAXIMAL55	MAXIMAL55: Each set of 8 outputs is 12VDC @ 9.5 amp	Each	1436.50
MAXIMAL77	MAXIMAL77: Each set of 8 outputs is 24VDC @ 9.7 amp	Each	1504.50

MAXIMAL75	MAXIMAL75: 8 outputs are 12VDC @ 9.5 amp and 8 outputs are 24VDC	Each	1470.50
MAXIMAL33D	MAXIMAL33D: 16 PTC Class 2 power limited outputs, each set of 8	Each	1402.50
MAXIMAL55D	MAXIMAL55D: 16 PTC power limited outputs, each set of 8 outputs is	Each	1436.50
MAXIMAL77D	MAXIMAL77D: 16 PTC Class 2 power limited outputs, each set of 8	Each	1504.50
MAXIMAL75D	MAXIMAL75D: 16 PTC Class 2 power limited outputs, 8 outputs are	Each	1470.50
MAXIMAL11E	MAXIMAL11E: Each are 12VDC @ 4 amp or 24VDC @ 3 amp, Class 2	Each	1088.00
MAXIMAL13E	MAXIMAL13E: One-12VDC @ 4 amp or 24VDC @ 3 amp Class 2 power	Each	1105.00
MAXIMAL33E	MAXIMAL33E: Each are selectable for 12VDC or 24VDC @ 6 amp	Each	1122.00
MAXIMAL35E	MAXIMAL33E: One is selectable for 12VDC or 24VDC @ 6 amp and One is	Each	1139.00
MAXIMAL37E	MAXIMAL37E: 12VDC@6A/24VDC@16A, 2 OUT	Each	1173.00
MAXIMAL55E	MAXIMAL55E: Each are 12VDC @ 10 amp, non-power limited outputs	Each	1156.00
MAXIMAL77E	MAXIMAL77E: Each are 24VDC @ 10 amp, non-power limited outputs	Each	1224.00
MAXIMAL75E	MAXIMAL75E: One is 12VDC @ 10 amp and one is 24VDC @ 10 amp, non-	Each	1190.00
R1224DC16CB	16 Output Power Supply/Charger - 12VDC or 24VDC @ 4.5 amp per bank	Each	858.50
StrikeIt1	Dual Panic Device Power Controller - Independently or simultaneously	Each	620.50
StrikeIt2	Panic Device Power Controller - Controlled lock output for 24VDC panic	Each	348.50
HubWay8Di	8 Channel Passive UTP Transceiver Hub with Integral Camera Power,	Each	935.00
HubWay82Di	8 Channel Passive UTP Transceiver Hub with Integral Camera Power,	Each	1164.50
HubWay83Di	8 Channel Passive UTP Transceiver Hub with Integral Camera Power,	Each	1266.50
HubWay16Di	16 Channel Passive UTP Transceiver Hub with Integral Camera Power,	Each	1802.00
HubWay162Di	16 Channel Passive UTP Transceiver Hub with Integral Camera Power,	Each	2261.00
HubWay163Di	16 Channel Passive UTP Transceiver Hub with Integral Camera Power,	Each	2465.00
SAV4D	4 Output CCTV Power Supply	Each	170.00
SAV9D	9 Output CCTV Power Supply	Each	178.50
SAV18D	18 Output CCTV Power Supply	Each	238.00
SAV182D	18 Output CCTV Power Supply -	Each	340.00
SAV36D	36 Output CCTV Power Supply	Each	382.50
VertiLine8	8 Output Rack Mount CCTV Power Supply - 5 amp total current	Each	671.50
VertiLine83	8 Output Rack Mount CCTV Power Supply - 10 amp total current	Each	773.50
VertiLine16	16 Output Rack Mount CCTV Power Supply - 10 amp total current	Each	884.00
VertiLine166	16 Output Rack Mount CCTV Power Supply - 14 amp total current.	Each	1028.50



VertiLine24	24 Output Rack Mount CCTV Power Supply - 10 amp total current,	Each	1003.00
VertiLine246	24 Output Rack Mount CCTV Power Supply - 14 amp total current,	Each	1139.00
R248ULI	8 Output Isolated Rack Mount CCTV Power Supply - 24VAC @ 12.5 amp,	Each	663.00
R2416ULI	16 Output Isolated Rack Mount CCTV Power Supply - 24VAC @ 25 amp,	Each	918.00
VertiLine8i	8 Output Isolated Rack Mount CCTV Power Supply - 24VAC or 28VAC @ 8	Each	858.50
VertiLine16i	16 Output Isolated Rack Mount CCTV Power Supply - 24VAC or 28VAC @	Each	1198.50
WPTV244175UL	4 Output Outdoor CCTV Power Supply - 24VAC @ 7 amp or 28VAC @ 6.25	Each	382.50
WPTV244300UL	4 Output Outdoor CCTV Power Supply - 24VAC @ 12.5 amp or 28VAC @	Each	433.50
WPTV248UL	8 Output Outdoor CCTV Power Supply - 24VAC @ 3.5 amp or 28VAC @ 3	Each	348.50
WPTV248175UL	8 Output Outdoor CCTV Power Supply - 24VAC @ 7 amp or 28VAC @ 6.25	Each	408.00
WPTV248300UL	8 Output Outdoor CCTV Power Supply - 24VAC @ 12.5 amp or 28VAC @	Each	467.50
T2428100C	Transformer - 24VAC/100VA (4 amp) or 28VAC/100VA (3.5 amp), encl.	Each	149.60
T2428175C	Transformer - 24VAC/175VA (7.25 amp) or 28VAC/175VA (6 amp), encl.	Each	207.40
T2428300E	Transformer - 24VAC/300VA (12.5 amp) or 28VAC/300VA (10 amp), encl.	Each	314.50
T2856C	Transformer - 28VAC/56VA (2 amp), encl. 5.625"H x 7"W x 4.5"D, 115VAC	Each	144.50
6062	6062 Multi-Function Timer - 12VDC or 24VDC operation, SPDT contacts rated @ 8 amp/115VAC, 1 sec. to 60 min. adjustable timing range. One second momentary relay activation at the end of timing cycle.	Each	34.00
AT4	4 Channel 365 day/24 hr. Annual Event Timer - 12 to 24 volt AC or DC	Each	340.00
DL1	Door Control Timer - 12 to 24 Volt AC or DC operation, SPDT contact	Each	59.50
DL3	Door Control Timer w/sounder - 12 to 24 Volt AC or DC operation, SPDT	Each	76.50
PT2724	2 Channel 365 day/24 hr. Annual Event Timer - 12 to 24 volt AC or DC	Each	209.10
PT724A	1 Channel 365 day/24 hr. Annual Event Timer - 12 to 24 volt AC or DC	Each	139.40
PT724AE	1 Channel 365 day/24 hr. Annual Event Timer - 12 to 24 volt AC or DC	Each	195.50
TEMPO2	Universal Two Stage Timer - 12 or 24 volt AC or DC operation, SPDT	Each	78.20
ACM4	4 Output Access Power Controller Module - Converts one (1) 12 to 24	Each	95.20
ACM4CB	4 Output Access Power Controller Module - Converts one (1) 12 to 24	Each	95.20
ACM8	8 Output Access Power Controller Module - Converts one (1) 12 to 24	Each	124.10
ACM8CB	8 Output Access Power Controller Module - Converts one (1) 12 to 24	Each	124.10
MOM5	5 Output Access Power Distribution Module - Converts one (1) 12VDC or	Each	55.25
PD4UL	4 Output Power Distribution Module - Converts AC or DC power input (28	Each	38.25
PD4ULCB	4 Output Power Distribution Module - Converts AC or DC power input (28	Each	38.25
PD8UL	8 Output Power Distribution Module - Converts AC or DC power input (28	Each	42.50

PD8ULCB	8 Output Power Distribution Module - Converts AC or DC power input (28	Each	42.50
PD16W	16 Output Power Distribution Module - Converts AC or DC power input	Each	62.90
PD16WCB	16 Output Power Distribution Module - Converts AC or DC power input	Each	62.90
VR1	Power Conversion Module - Converts 24VAC or 24VDC input into 12VDC	Each	47.60
VR1T	Power Conversion Module - Converts 24VAC or 24VDC input into 12VDC	Each	44.20
VR2T	Power Conversion Module - Converts 24VAC or 24VDC input into 12VDC	Each	34.00
VR3T	Power Conversion Module - Converts 24VDC input into 12VDC rated @ 2	Each	66.30
VR5T	Power Conversion Module - Converts 24VAC or 24VDC input into 12VDC	Each	81.60
VR5BT	Power Conversion Module/Battery Charger - Converts 24VAC or 24VDC	Each	85.00
VB1	Power Conversion Module - Converts 12-24VDC input into regulated	Each	47.60
VB1T	Power Conversion Module - Converts 12-24VDC input into regulated	Each	44.20
90-0714-90	AL400ULX: 12VDC at 4AMP; 24VDC at 3AMP; UL Listed Burg. (UL603);	Each	314.50
90-0714-51	500 Series Power Supply LPS3 Linear Power Supply 12vdc or 24vdc @2.5	Each	79.90
90-0714-60	600/635 SMP3 Power Supply Includes Board/Xformer/Battery	Each	144.50
90-0714-01	Altronix SMP3Power Supply Charger, Single Output, 6/12/24VDC @ 2.5A,	Each	57.80
90-0714-92	AL400ULM: w/MOM5 multi-output Fire/Access interface installed	Each	377.40
90-0714-02	AL400ULACM: w/ACM8 power controller Fire/Access interface installed	Each	459.00
90-0714-04	AL400ULACM-CB: Same As Above With Circuit Breakers	Each	459.00
90-0714-10	AL400ULPD8* w/PD8UL installed	Each	345.10
90-0714-11	AL400ULPD8-CB* w/PD8UL-CB installed	Each	345.10
90-0714-16	AL600ULX 12VDC or 24VDC at 6 AMP UL Listed Fire (UL 1481); Access	Each	408.00
90-0714-17	AL600ULX-R in Red Cabinet	Each	416.50
90-0714-18	AL600ULB 12VDC or 24VDC at 6 AMP UL recognized component (Board	Each	221.00
90-0714-40	AL600ULM with MOM5 multi-output Fire/Access interface installed	Each	476.00
90-0714-19	AL600ULACM with ACM8 power controller Fire/Access interface installed	Each	544.00
90-0714-20	AL600ULACM-CB Same as above with PTC's in place of fuses	Each	544.00
90-0714-21	AL600ULACMJ* in BC600 enclosure	Each	578.00
90-0714-25	AL600ULPD4* w/PD4UL installed	Each	442.00
90-0714-26	AL600ULPD4-CB* w/PD4UL-CB installed	Each	442.00
90-0714-28	AL600ULPD8-CB* w/PD8UL-CB installed	Each	442.00
90-0714-29	AL600ULXPD16* w/two DP8UL installed	Each	484.50

90-0714-30	AL600ULXPD16-CB* w/two PD8UL-CB installed	Each	484.50
90-0714-31	AL600UL3 Triple Independent Voltage Supply. 1.5A at 5 VDC, 1.75A at 12	Each	612.00
90-0714-32	AL600UL3X in BC400 enclosure	Each	637.50
90-0714-87	R615DC8UL - 12 volt 4 amp 8 output	Each	510.00
90-0714-88	R615DC616UL - 12 volt 6 amp 16 output	Each	561.00
90-0714-68	AL1012ULX – Power Supply/ Charger - 12 V DC @ 10 amp, AC and battery	Each	416.50
90-0714-55	AL1012ULACM – AL1012ULX with ACM8 Power controller Fire/Access	Each	544.00
90-0714-56	AL1024ULACM – 24 VDC@10 AMPS (UL294) 8 Fused Outputs for Access	Each	586.50
90-0714-58	ALTV248UL – 24 VAC at 3.5 AMP Max, eight (8) fused outputs. UL Listed	Each	178.50
90-0714-59	ALTV2416ULX – 24 VAC at 7 AMP Max, sixteen (16) fused outputs. UL	Each	306.00
90-0714-81	NETWAY1: Single Port Midspan PoE Injector - One PoE compliant port	Each	81.60
90-0714-82	NETWAY8: 8 Port Midspan - PoE compliant ports rated @ 15.4W max.	Each	705.50
90-0714-83	NETWAY16: 16 Port Midspan - PoE compliant ports rated @ 15.4W max.	Each	1139.00
90-0714-84	NETWAY1512: 12VDC/13W NetWay midspan adapter for IP cameras and	Each	85.00
90-0714-85	NETWAY3012: 12VDC/30W NetWay midspan adapter for IP cameras and	Each	110.50
90-0714-86	NETWAYXT: Repeater extends ethernet and PoE an additional 100m (328	Each	190.40
FPO75-C4D8E2	Single Voltage - 4 control / 8 aux outputs 6A@12V or 3A@24V E2: 20H x	Each	520.20
FPO150-B100C4D8E2	Dual Voltage - 4 control / 8 aux outputs 4A@12V & 4A@24V E2: 20H x	Each	705.50
FPO150-C8D8E2	Single Voltage - 8 control / 8 aux outputs 12A@12V or 6A@24V.	Each	663.00
FPO150-B100C8D8E2	Dual Voltage - 8 control / 8 aux outputs 4A@12 & 4A@24V. Enclosure(E2)	Each	739.50
FPO150-2C82D8E2	Single Voltage - 16 control / 16 aux outputs 12A@12V or 6A@24V.	Each	807.50
FPO150/250-2C82D8E4	Dual Voltage - 16 control / 16 aux outputs 12A@12 & 10A@24V. Enclosure(E4) 24H x 20W x 4.5D, Fused Lock Output	Each	1224.00
RD150-16	rack mount DC 12V@12A or 24V@6A with 16 egress lock outputs	Each	722.50
RD250-16	rack mount DC 12V@20A or 24V@10A with 16 egress lock outputs	Each	782.00
RD250/250-16	rack mount DC dual voltage: 12V@20A and 24V@10A with 16 egress lock	Each	1113.50
FPO75-M8NL4E2	Single Voltage - 4 control / 8 aux outputs 6A@12V or 3A@24V E2: 20H x	Each	960.50
FPO150-B100M8NL4E2	Dual Voltage - 4 control / 8 aux outputs 4A@12V & 4A@24V E2: 20H x 16W x 4.5D, Fused Lock Output, Network Managed	Each	1181.50
FPO150-D8M8NL4E2	Single Voltage - 8 control / 8 aux outputs 12A@12V or 6A@24V.	Each	1122.00

FPO150-B100D8M8NL4E2		Each	1207.00
FPO150-2D82M8NL4E2	Single Voltage - 16 control / 16 aux outputs 12A@12V or 6A@24V. Enclosure(E2) 20H x 16W x 4.5D, Fused Lock Output, Network Managed	Each	1411.00
FPO150/250-2D82M8NL4E4		Each	1844.50
RD150-16N	Rack mount DC 12V@12A or 24V@6A with 16 egress lock outputs,	Each	1147.50
RD250-16N	Rack mount DC 12V@20A or 24V@10A with 16 egress lock outputs,	Each	1164.50
RD250/250-16N	Rack mount DC dual voltage: 12V@20A and 24V@10A with 16 egress	Each	1698.30
RBE	Rackmount Battery Enclosure. Fits up to four (4) 12VDC 8 amp hour	Each	501.50
FPO75-E1	75W power supply 6A/12V or 3A/24V, E1 enclosure	Each	338.30
FPO75-E2	75W power supply 6A/12V or 3A/24V, E2 enclosure	Each	391.00
FPO150-E1	150W power supply 12A/12V or 6A/24V E1 enclosure	Each	442.00
FPO150-E2	150W power supply 12A/12V or 6A/24V E2 enclosure	Each	501.50
E1	E1 enclosure size 12W x 14H x 4.5D	Each	195.50
E2	E2 enclosure size 16W x 20H x 4.5D	Each	258.40
E4	E4 enclosure size 20W x 24H x 4.5D	Each	289.00
E5	E5 enclosure size 8.5W x 11H x 3D	Each	119.00
90-0725-00	75W power supply board, 6A/12V or 3A/24V	Each	215.90
FPO150	150W power supply board, 12A/12V or 6A/24V	Each	365.50
FPO250	250W power supply board, 20A/12V or 10A/24V	Each	459.00
D8	8 DC auxiliary outputs fused at 3A per output, each output selectable for	Each	51.00
D8P	8 DC auxiliary outputs class 2 power limited at 2.5A per output, each	Each	51.00
F8	8 FAI controlled outputs fused at 3A per output, each output selectable	Each	59.50
F8P	8 FAI controlled outputs class 2 power limited at 2.5A per output, each	Each	59.50
C4	4 relay lock control outputs fused at 3A per output, each output	Each	88.40
C4P	4 relay lock control outputs class 2 power limited at 2.5A per output,	Each	88.40
C8	8 relay lock control outputs fused at 3A per output, each output	Each	112.20
B100	Secondary voltage power supply, 5-18V adjustable @ 4A max, class 2	Each	76.50
NPM130	Single port PoE midspan Injector (30W) IEEE.803at	Each	117.30
M8	Eight output smart distribution module, fused at 3A per output (Requires	Each	283.90

M8P	Eight output smart distribution module, class 2 power limited at 2.5A per	Each	283.90
NL2	Two port network monitoring module	Each	287.30
NL4	Four port network monitoring module	Each	436.90
RB2	Relay board for DC system. Current rating 2A	Each	15.73
RB5	Relay board for DC system. Current rating 5A	Each	28.90
RB8	Relay board for DC system. Current rating 8A	Each	52.70
A05-005	AC Cable set (2)	Each	30.60
A05-302	Camlock Set (3)	Each	22.10
A05-304	Tamper Switch	Each	13.18
EL-96000-SVM10		Each	3230.00
EL-96300-ADM10		Each	646.00
EL-98000-EADV10		Each	3969.50
EL-96200-SAT		Each	1317.50
EL-97000-EKIOSK		Each	2601.00
EL-ACI-GALAXY		Each	3910.00
EL-SSA-SVMS		Each	833.00
EL-SSA-EADVS		Each	994.50
EL-SSA-ACIS		Each	994.50
EL-AST-UPDATE		Each	493.00
EL-AST-UPDATEA		Each	935.00
EL-SVM10-UPGRD		Each	2465.00
EL-EADV-UPGRD		Each	3043.00
EL-ACI-UPGRD		Each	3187.50
EL-ITC-DCM		Each	2915.50
EL-SS-R3		Each	1819.00
EL-DYMO-450T		Each	416.50
EL-TOP-1X5		Each	773.50
EL-TOP-4X5		Each	1241.00
EL-LOG-C920		Each	416.50
EL-VOYAGER-9540	Wired Handheld Barcode Scanner w/stand Honeywell Voyager 9540	Each	544.00

EL-RFIDEAS-80081AKO		Each	518.50
EL-M2-SYS		Each	1462.00
EL-AST-ID150		Each	2890.00
EL-AST-ID150A		Each	4080.00
EL-AT-6918		Each	32.30
EL-AT-6918Y		Each	32.30
EL-DYMO-30911		Each	86.70
EL-AT-2991		Each	36.55
EL-AT-2941		Each	212.50
EL-AT-2947		Each	187.00
EL-STRAP-2		Each	144.50
EL-K12-SVM		Each	1827.50
EL-K12-D450		Each	365.50
EL-SOS-K12		Each	680.00
EL-SSA-K12S		Each	365.50
PPG-1	PassagePoint Global Client License (includes photo capture) (License	Each	2754.00
PPG-10	PassagePoint Global Client License (includes photo capture) (License	Each	23375.00
PPG-25	PassagePoint Global Client License (includes photo capture) (License	Each	51510.00
MA-AC	Access Control Integration Module (unlimited number of users, per	Each	5729.00
A-AC	Access Control Add-on (one license needed per workstation) (Activate/de	Each	552.50
MA-DL	Directory Link Module (unlimited number of users, per server) (Link	Each	4403.00
A-DL	Directory Link Add-on (one license needed per workstation)(Link	Each	552.50
MG-CC	Enterprise Control Center Module (Enables individual locations to be	Each	5508.00
M-PR	Web Pre-registration Module (Unlimited number of users--enables pre-	Each	4403.00
MA-HL7	PassagePoint Global - HL7 License - 1 Year - Renews Annually (1 License	Each	5508.00
MA-PIV	PassagePoint Global - PIV Integration License - 1 Year - Renews Annually	Each	4420.00
MA-PIV-R	PassagePoint Global - PIV Registration/Validation License - 1 Year -	Each	11050.00
A-SOR	PassagePoint Global - Sex Offender Search Module - Single Add-On	Each	552.50
MA-SOR	PassagePoint Global - Sex Offender Search Module - Unlimited	Each	4403.00
MA-API	PassagePoint Global - Rest API License -	Each	4403.00

MA-VC	PassagePoint Global - Visual Compliance Integration Module	Each	4403.00
MA-MKD	PassagePoint Global - MK Data Integration Module Integrate	Each	4403.00
A-PT	NEW PassagePoint Global - Advanced Package Tracking Module - Single	Each	552.50
MA-PT	NEW PassagePoint Global - Advanced Package Tracking Module -	Each	4403.00
MA-OL	NEW PassagePoint Global - Microsoft Outlook Integration / Plug-In	Each	4403.00
SSPG-1	PassagePoint Global - 1 Year Support Plan (Per Client License)	Each	442.00
SSPG-2	PassagePoint Global - 2 Year Support Plan (Per Client License)	Each	756.50
SSPG-3	PassagePoint Global - 3 Year Support Plan (Per Client License)	Each	1062.50
SOR-G	Support Plan & Sex Offender Search License Bundle for PassagePoint	Each	1105.00
SP-HL7	HL-7 Renewal License - 1 Year - Requires Active Global Software Support	Each	1380.40
SP-PIV	PIV Renewal License - 1 Year - Requires Active Global Software Support	Each	1768.00
SP-PIV-R	PIV Registration/Validation Renewal License - 1 Year - Requires Active	Each	4420.00
ITR-4	Remote Installation & Training - 1/2 day, via phone or webinar	Each	1275.00
ITR-8	Remote Installation & Training - Full day, via phone or webinar	Each	2550.00
ITO-8	Full Day On-site Installation & Training	Each	3400.00
ITT-8	Travel Day(s)	Each	1700.00
90-3602-00	E-EDU-1: PassagePoint EDU - Client License	Each	1861.50
E-EDU-1-10	PassagePoint EDU - Client License - 10 Pack	Each	15827.00
E-EDU-25	PassagePoint EDU - Client License - 25 Pack	Each	34918.00
90-3602-15	E-PR: Web Pre-registration Module for EDU (Unlimited number of users	Each	4403.00
90-3602-20	E-DM1: District Module (Enables individual school-level configuration to	Each	5508.00
A-SOR	PassagePoint Global - Sex Offender Search Module - Single Add-On	Each	552.50
MA-SOR	PassagePoint Global - Sex Offender Search Module - Unlimited	Each	4403.00
90-3602-05	SSP-E: PassagePoint EDU One Year Support Plan (per client license)	Each	386.75
SOR-E	Support Plan & Sex Offender Search License Bundle for PassagePoint EDU	Each	1049.75
ITR-4	Remote Installation & Training - 1/2 day, via phone or webinar	Each	1360.00
ITR-8	Remote Installation & Training - Full day, via phone or webinar	Each	2550.00
ITO-8	Full Day On-site Installation & Training	Each	3570.00
ITT-8	Travel Day(s)	Each	1700.00
90-3603-25	AH-1001: Dymo Label writer 450 Turbo printer (2" badge) Serial/USB	Each	425.00
90-3603-01	AH-1002: Dymo Label writer 450 Twin Turbo printer (2-2" badges)	Each	586.50

AH-1009	AH-1009: Zebra/Eltron GX430t badge printer (good text output/dpi too	Each	1190.00
90-3603-30	AH-1010: Ink Jet printer USB port	Each	289.00
90-3603-06	AH-1024: Primera LX400 Color Label printer USB port	Each	3060.00
LB-IJ40	3" X 4" Badge stock for Ink Jet Printers - Card Stock - 250 Badges - Blank	Each	44.20
LS-8075	CARDclip (Reusable plastic) Bag of 500	Each	85.00
LB-IJ35	2.5" X 3.5" Badge stock for Ink Jet Printers - Card Stock - 250 Badges -	Each	44.20
LB-5861	Cardstock Name Tag w/ Clip Hole; 2 7/16" X 4 3/16" Blank White (250	Each	44.20
LB-5863	Non-Adhesive Name Tag - 2 1/4" X 3 1/2" Blank White (300 per roll)	Each	51.00
LB-5862	Adhesive Name Badge Label w/ Clip Hole - 2 1/4" X 4" Blank White (250	Each	44.20
LB-0256R	Removable Adhesive Name Tag - 2-5/16" X 4" Blank White (300 per roll)	Each	44.20
LB-6151	Expiring TIMEbadge (1-Day, 15 Hours) - 1 15/16" X 2 13/16" Thermal	Each	442.00
LB-2011	ONEstep Expiring TIMEbadge (1-Day) - 1 7/8" X 2 7/8" Blank (Pkg of 500) -	Each	425.00
LB-6122	1-Day TIMEspot "V" Red - Includes LB-6122 Backpart	Each	122.40
AH-1012	AH-1012: SnapShell Passport - Dualcam: features 2 cameras for increased	Each	2380.00
90-3603-35	AH-1014: ScanShell 800R Scanner	Each	1071.00
AH-1017	AH-1017: Scanshell 800NR Scanner - For Business Cards ONLY	Each	476.00
AH-1020	AH-1020-ID: ScanShell 900DX Duplex Image Drivers License Scanner	Each	2422.50
90-3603-22	AH-1019: Magshell 900 Magnetic Reader	Each	476.00
AH-1055	AH-1055: E-Seek M-260 Drivers' License & ID Card Scanner w/ USB Smart	Each	1972.00
AH-1091	AH-1091: Honeywell Hyperion 1300G barcode scanner; flex neck stand	Each	409.70
AH-1093	AH-1093: Honeywell 3820 Bluetooth Wireless barcode scanner; includes	Each	578.00
AH-1053	AH-1053: pcProx Enroll (USB)Plug and play card reader for identification	Each	365.50
AH-1056	AH-1056: pcProx Vertical Nano Reader (USB)Small mobile badge reader	Each	365.50
AH-1057	AH-1057: pcProx Horizontal Nano Reader (USB)Small mobile badge	Each	365.50
90-3603-14	AH-1083: ID Tech Slot reader OMNI WCR 32 x7 (not for drivers licenses)	Each	377.40
90-3603-24	AH-1030: Topaz SG LCD 1" x 5" USB port. SignatureGem LCD 1x5 includes	Each	731.00
90-3603-26	AH-1032: Topaz SG LCD 4" x 5" for NDA,s (includes NDA capture lic) Serial	Each	1564.00
90-3603-05	AH-1021: C920 HD Logitech Quick Cam Fusion USB port	Each	394.40
AH-1212	DT Research Tablet with PassagePoint License	Each	9265.00
AH-1212-EDU	DT Research Tablet with PassagePoint EDU License	Each	8398.00
AH-1052A	NEW Cyprus Desktop All-in-One w/ PassagePoint License	Each	9715.50



AH-1052W	NEW Cyprus Wallmount All-in-One w/ PassagePoint License	Each	9715.50
AH-1052A-EDU	NEW Cyprus Desktop All-in-One w/ PassagePoint EDU License	Each	8831.50
AH-1220-G	Surface Pro Tablet with PassagePoint License	Each	7106.00
AH-1220-EDU	Surface Pro Tablet with PassagePoint EDU License	Each	6239.00
AH-1029	QL220 Plus Bluetooth Printer	Each	2057.00
AH-1029A	QL Series Fast Charger & Cable	Each	197.20
AH-1500	Stand-up Kiosk with PassagePoint License - Kiosk includes: PassagePoint	Each	24182.50
AH-1500-EDU	Stand-up Kiosk with PassagePoint EDU License - Kiosk includes:	Each	23298.50
AH-1550	Wallmount Kiosk with PassagePoint License - Kiosk includes:	Each	22618.50
AH-1550-EDU	Wallmount Kiosk with PassagePoint EDU License - Kiosk includes:	Each	21734.50
AH-1525	VisitorShield TableTop Kiosk with PassagePoint License - Desktop Kiosk	Each	19813.50
AH-1525-EDU	VisitorShield TableTop Kiosk with PassagePoint EDU License - Desktop	Each	18888.89
AH-1029	QL220 Plus Bluetooth Printer	Each	2057.00
AH-1029A	QL Series Fast Charger & Cable	Each	195.50
ES440	Single Gang Painted Aluminum Plate	Each	181.90
ES441	Single Gang Stainless Steel Plate	Each	105.40
ES442	Mullion Mount Stainless Steel Plate	Each	147.90
B2	Medium Red Mushroom Button	Each	20.40
B3	Large Red Mushroom Button	Each	24.48
B4	Alternate Action (push to activate/push again to deactivate)	Each	51.85
B5	Push/Pull	Each	40.80
B6	Key Release	Each	98.60
C3	N/O & N/C	Each	13.26
C4	4 relay lock control outputs fused at 3A per output, each output	Each	113.90
C5	N/O + TDR	Each	134.30
C6	N/C + TDR	Each	134.30
C7	(2) N/C	Each	13.26
C8	8 relay lock control outputs fused at 3A per output, each output	Each	13.26
C9	Pneumatic TDR	Each	236.30
C10	N/O & N/C Time Delay Relay TRD	Each	170.00
ES450	Single Gang Painted Aluminum Plate	Each	92.65

ES451	Single Gang Stainless Steel Plate	Each	76.50
ES452	Mullion Mount Stainless Steel Plate	Each	116.45
K2	Barrel	Each	28.48
K3	Rim w/Cylinder (not available option for ES452)	Each	208.25
K4	Rim w/o Cylinder (not available option for ES452)	Each	139.40
K5	Medico Keyswitch	Each	153.00
K6	DPDT Switch	Each	30.60
K7	Rim w/interchangeable core cylinder (not available option for ES452)	Each	208.42
ES300	Battery operated Door Prop Alarm	Each	221.00
ES300W	Battery operated Door Prop Alarm - Weatherized	Each	308.55
ES300xMC65	Battery operated Door Prop Alarm - Mortise Cylinder	Each	271.15
ES300WxMC65	Battery operated Door Prop Alarm - Mortise Cylinder - Weatherized	Each	357.00
ES500	Battery operated Exit Alarm	Each	187.00
ES500W	Battery operated Exit Alarm - Weatherized	Each	262.65
ES500xMC65	Battery operated Exit Alarm - Mortise Cylinder	Each	260.53
ES500WxMC65	Battery operated Exit Alarm - Mortise Cylinder - Weatherized	Each	334.05
ES4200-K0-T1	Door Management Alarm: No key - with tamper switch	Each	399.50
ES4200-K1-T1	Door Management Alarm: Double bit - with tamper switch	Each	408.85
ES4200-K2-T1	Door Management Alarm: Barrel Key - with tamper switch	Each	436.90
ES4200-K3-T1	Door Management Alarm: Rim with cylinder - with tamper switch	Each	617.10
ES4200-K4-T1	Door Management Alarm: Without cylinder - with tamper switch	Each	548.25
ES4200-K5-T1	Door Management Alarm: Medico keyswitch - with tamper switch	Each	561.00
ES4200-K6-T1	Door Management Alarm: DPDT keyswitch - with tamper switch	Each	439.45
ES4200-K7-T1	Door Management Alarm: Rim with interchangeable core cylinder - with	Each	617.10
ES4600-K0-T1	Voice Synthesized Door Prop Alarm: No Key - with tamper switch	Each	513.40
ES4600-K1-T1	Voice Synthesized Door Prop Alarm: double bit - with tamper switch	Each	522.75
ES4600-K2-T1	Voice Synthesized Door Prop Alarm: Barrel Key - with tamper switch	Each	550.80
ES4600-K3-T1	Voice Synthesized Door Prop Alarm: rim with cylinder - with tamper	Each	731.00
ES4600-K4-T1	Voice Synthesized Door Prop Alarm: rim without cylinder with tamper	Each	662.15
ES4600-K5-T1	Voice Synthesized Door Prop Alarm: Medico keyswitch - with tamper	Each	674.90
ES4600-K6-T1	Voice Synthesized Door Prop Alarm: DPDT keyswitch - with tamper switch	Each	553.35

ES4600-K7-T1	Voice Synthesized Door Prop Alarm: Rim with interchangeable core	Each	730.15
S1	1 Gang Surface Mount Back Box	Each	60.01
S2	2 Gang Surface Mount Back Box	Each	74.38
S3	3 Gang Surface Mount Back Box	Each	98.60
DC/HS30	Hidden wire - hidden screw - surface mount	Each	6.12
DC/SD80	Steel door contact - 1" diameter - magnet	Each	8.08
PS/DC12	Plug-in regulated 1000mA - LED power indicator. Designed for use with	Each	36.55
PS/AC16	Plug-in transformer - LED and basic surge protection. Designed for use	Each	45.90
PS/DC24	24DC power supply for the ES 831	Each	816.00
K1	Set of 2 - Double bit	Each	11.22
K2	Barrel	Each	13.18
K3	Rim w/Cylinder (not available option for ES452)	Each	11.05
K5	Medico Keyswitch	Each	15.30
K6	DPDT Switch	Each	8.08
ES5200-R0	Tailgate detection system	Each	3476.50
ES5600-R0	Tailgate detection system with voice	Each	3513.90
TDS Spacer	Spacer kit for ES5200 and ES5600	Each	391.00
R1	Status indicator / 1 gang mounting plate	Each	153.00
R2	Status indicator / mullion mounting plate	Each	170.00
ES8100-N0	Bi direction - first walkway consists of two pedestals	Each	24735.00
ES8100 Adj.	For each adjacent walkway	Each	15317.00
FP8100-N0	First walkway floor plate	Each	4505.00
ES811-N0	Bi-directional - first walkway consists of two bollards	Each	23528.00
ES811 Adj.	For each adjacent walkway	Each	15113.00
FP811 Adj.	First walkway floor plate	Each	4420.00
ES860-N0	First walkway consists of two pedestals	Each	12367.50
ES860 Adj.	For each adjacent walkway	Each	7896.50
ES8500-N0	First walkway consists of two pedestals	Each	10030.00
ES8500 Adj.	For each adjacent walkway	Each	6485.50
FP8500 Adj.	For each adjacent walkway	Each	1445.00
ES821-N0	Bi-directional - components	Each	8517.00

ES821 Adj.	For each adjacent walkway	Each	8517.00
ES831-N	Bi-directional - walkway Card-in/Card-out	Each	37740.00
ES831 Adj.	For each adjacent walkway	Each	37740.00
FP831	Floor plate (1 Per Walkway)	Each	4505.00
ES880-N0-ADA	Glass barrier optical turnstile - one ADA walkway, width (36"-37")	Each	50983.00
ES880-N0 Non-ADA		Each	40630.00
ES880 / ADJ ADA	Glass barrier optical turnstile - one adjacent bollard width (36"-37")	Each	50966.00
ES880 / ADJ Non-ADA	Glass barrier optical turnstile - one adjacent bollard width ( 22")	Each	36295.00
FP880	Floor plate (1 Per Walkway)	Each	6485.50
CRDC	Custom remote desktop controller	Each	2958.00
LA	Locking Arms	Each	3128.00
VO	Voice Option	Each	2499.00
CRM	Card Reader Mounting (First reader included in optical turnstile cost)	Each	314.50
RS	Random Search	Each	2499.00
PS/DC24	24DC power supply for the ES 831	Each	816.00
PS/24-10	Power Supply for ES880	Each	935.00
PS/24-10 Batteries x 2	Batteries for ES880	Each	99.45
PS/24-10 Battery Harness		Each	34.85
DSGG-36-36	Motorized Gate W/Glass Barrier 35.8 Glass Height X 36" Glass Width	Each	13302.50
DSGG-39-36	Motorized Gate W/Glass Barrier 39.3 Glass Height X 36" Glass Width	Each	13481.00
DSGG-47-36	Motorized Gate W/Glass Barrier 47.2 Glass Height X 36" Glass Width	Each	14152.50
DSGG-59-36	Motorized Gate W/Glass Barrier 59.0 Glass Height X 36" Glass Width	Each	14305.50
DSGG-71-36	Motorized Gate W/Glass Barrier 70.8 Glass Height X 36" Glass Width	Each	14484.00
DSSG-39-43	Motorized Gate W/ 43" Stainless U-Bar Barrier	Each	12988.00
DSSG-39-71	Motorized Gate W/ 71" Stainless U-Bar Barrier	Each	13302.50
1300	Mortise Electric Deadbolt - 12/24 VAC/VDC	Each	476.00
ARSB	Auto-Relock Switch - Ball Type	Each	64.18
ARSM	Auto-Relock Switch - Concealed Type	Each	64.18

BPS	Bolt Position Switch	Each	64.18
DPSB	Door Position Switch - Ball Type	Each	64.18
DPSM	Door Position Switch - Concealed Type	Each	64.18
MB	Mounting Brackets (4 Pieces) (Required when retrofitting into existing	Each	30.18
1410	1410 Dual Voltage Cabinet Lock	Each	120.70
1420	1420 Dual Voltage Cabinet Lock (Dual Output)	Each	170.00
2011	2011 Single Electromagnetic Lock Outswing	Each	510.00
2012	2012 Single Electromagnetic Lock Pair Outswing	Each	571.20
2022	2022 Double Electromagnetic Lock Outswing	Each	1020.00
2011TJ20	2011TJ20 Single Electromagnetic Lock Inswing	Each	657.90
2012TJ21	2012TJ21 Single Electromagnetic Lock Pair Inswing	Each	790.50
2022TJ20	2022TJ22 Double Electromagnetic Lock Pair Inswing	Each	1317.50
DSM	DSM: Door Status Switch, Signals door closed or ajar. •	Each	68.85
DSM2	DSM2: Door Status Switch for the 2022 Series	Each	137.28
HSM	HSM: High Security Monitor. Includes the following: Door Status Switch	Each	115.18
HSM2	HSM2: High Security Monitor for the 2022 Series.	Each	232.05
VOP	VOP: Value Option Package. Includes the following: Door Status Switch	Each	195.50
VOP2	VOP2: Value Option Package for the 2022 Series.	Each	391.00
LCB	LCB: Basic Lock Less Circuit Board Single Deduct *	Each	-20.40
		Each	-40.80
LED	LED: Bi-Color LED – For local signaling of lock status (Requires HSM or	Each	43.35
LED2	LED2: Bi-Color LED's (2) for the 2022 Series (Requires HSM2 or VOP2	Each	88.40
LP	LP: Low Power Coil – 12V only @ 0.16 Amps (Single Lock) #	Each	16.58
LP2	LP2: Low Power Coil – 12V only @ 0.32 Amps (Double Lock)	Each	33.15
2013	Single Gate Lock - 12/24 VDC	Each	535.93
DYN	Dynastat Force Sensor - Indicates efficient magnetic bond.	Each	82.03
GLB	Gate Lock Bracket - Fully adjustable "Z" bracket for swinging gate	Each	140.68
GLB2	Gate Lock Bracket - "L" Brackets for sliding gate application.	Each	173.40
7088	1 Amp Prewired Rectifier Module for AC Operation	Each	28.90
2315	Mini-Mag Gate Lock - 12/24 VDC	Each	467.50
DYN	Dynastat Force Sensor - Indicates efficient magnetic bond.	Each	82.03

GLBM	Mini-Mag Gate Lock Bracket - Fully adjustable "Z" bracket for swinging	Each	149.18
7088	1 Amp Prewired Rectifier Module for AC Operation	Each	28.90
2050	Locknetics 350+ Exact Retrofit	Each	530.40
2250	Locknetics 352+ Exact Retrofit	Each	1062.50
DSM	DSM: Door Status Switch, Signals door closed or ajar. •	Each	68.85
DSM2	DSM2: Door Status Switch for the 2022 Series	Each	136.00
HSM	HSM: High Security Monitor. Includes the following: Door Status Switch	Each	115.18
HSM2	HSM2: High Security Monitor for the 2022 Series.	Each	232.05
LCB	LCB: Basic Lock Less Circuit Board Single Deduct *	Each	-20.40
		Each	-40.80
LED	LED: Bi-Color LED – For local signaling of lock status (Requires HSM or	Each	43.35
LED2	LED2: Bi-Color LED's (2) for the 2022 Series (Requires HSM2 or VOP2	Each	88.40
2101	Single Lock - 12/24 VDC	Each	671.50
7088	1 Amp Prewired Rectifier Module for AC Operation	Each	28.90
2511-EWT	Single Lock - 12/24 VDC	Each	586.50
DYN	Dynastat Force Sensor - Indicates efficient magnetic bond.	Each	82.45
LED	LED: Bi-Color LED – For local signaling of lock status (Requires HSM or	Each	43.35
7088	1 Amp Prewired Rectifier Module for AC Operation	Each	28.90
2268-10	Single/Outswing Lock, 12/24 VDC	Each	555.90
2268-10-DSE	Single/Outswing Lock, 24 VDC, With DYN Option	Each	637.50
2268-15	Single Pair/Outswing Lock, 12/24 VDC	Each	617.10
2268-15-DSE	Double/Outswing Lock, 24 VDC, With DYN2 Option	Each	1286.90
2268-20	Double/Outswing Lock, 12/24 VDC	Each	1110.10
2268-TJ10	Single/Inswing Lock, 12/24 VDC	Each	690.20
2268-TJ20	Double/Inswing Lock, 12/24 VDC	Each	1380.40
ATS	Anti-Tamper Switch - Signals removal of the housing cover.	Each	56.53
DSM	DSM: Door Status Switch, Signals door closed or ajar. •	Each	68.85
DSM2	DSM2: Door Status Switch for the 2022 Series	Each	137.28
DYN	Dynastat Force Sensor - Indicates efficient magnetic bond.	Each	82.03
DYN2	Dynastat Force Sensor - For the 2268-20 Series.	Each	165.75
LED	LED: Bi-Color LED – For local signaling of lock status (Requires HSM or	Each	43.35

LED2	LED2: Bi-Color LED's (2) for the 2022 Series (Requires HSM2 or VOP2	Each	88.40
TD	Time Delay - 1-60 seconds. For 2268-10 & 2268-15 only.	Each	88.40
TD2	Time Delay - 1-60 seconds. For the 2268-20 only.	Each	63.75
7088	1 Amp Prewired Rectifier Module for AC Operation	Each	28.90
2600	Single Mortise Lock - 12/24 VDC	Each	435.20
AMB	Armature Mounting Block	Each	67.58
DYN	Dynastat Force Sensor - Indicates efficient magnetic bond.	Each	82.45
MB	Mounting Brackets (4 Pieces) (Required when retrofitting into existing	Each	28.90
7088	1 Amp Prewired Rectifier Module for AC Operation	Each	28.90
2280	Single Electromagnetic Lock Outswing	Each	593.30
2282	Double Electromagnetic Lock Pair Outswing	Each	1181.50
2280-TJ80	Single Electromagnetic Lock Inswing	Each	739.50
2280-TJ82	Double Electromagnetic Lock Pair Inswing	Each	1479.00
DSM	DSM: Door Status Switch, Signals door closed or ajar. •	Each	68.85
DSM2	DSM2: Door Status Switch for the 2022 Series	Each	137.28
HSM	HSM: High Security Monitor. Includes the following: Door Status Switch	Each	115.60
HSM2	HSM2: High Security Monitor for the 2022 Series.	Each	232.05
LCB	LCB: Basic Lock Less Circuit Board Single Deduct *	Each	-20.40
		Each	-40.80
LED	LED: Bi-Color LED – For local signaling of lock status (Requires HSM or	Each	43.35
LED2	LED2: Bi-Color LED's (2) for the 2022 Series (Requires HSM2 or VOP2	Each	88.40
90-2511-01	2500 Series 650 Lb. "Mini" Single Electromagnetic Lock Outswing	Each	426.70
90-2522-01	2500 Series 650 Lb. "Mini" Double Electromagnetic Lock Pair Outswing	Each	851.70
90-2511-00	2500 Series 650 Lb. "Mini" Single Electromagnetic Lock Inswing	Each	527.00
90-2522-00	2500 Series 650 Lb. "Mini" Double Electromagnetic Lock Pair Inswing	Each	1054.00
2585	Single Electromagnetic Lock Outswing	Each	414.80
2585-TJ85	Double Electromagnetic Lock Pair Outswing	Each	515.10
90-2500-00	Anti-Tamper Switch - Signals removal of the housing cover.	Each	56.53
90-2511-05	DSM: Door Status Switch – Signals door closed or ajar.	Each	68.85
90-2522-05	DSM2: Door Status Switch for the 2522 Series	Each	137.28
90-2511-10	DYN: Dynastat Force Sensor – Indicates efficient magnetic bond.	Each	82.03

90-2522-10	DYN2: Dynastat Force Sensor for the 2522 Series	Each	165.75
90-2511-15	LED: Bi-Color LED – For local signaling of lock status. (Requires DYN	Each	43.35
90-2522-15	LED2: Bi-Color LEDs (2) for the 2522 Series (Requires DYN Option)	Each	88.40
7088	1 Amp Prewired Rectifier Module for AC Operation	Each	28.90
90-3000-00	3000 Single Electromagnetic Lock Outswing (LEFT HAND)	Each	555.90
90-3001-05	3001 Single Electromagnetic Lock Pair Outswing	Each	612.85
90-3002-00	3002 Double Electromagnetic Lock Outswing	Each	1110.10
90-3003-10	3000TJ30 Single Electromagnetic Lock Inswing	Each	671.50
90-3001-10	3001TJ31 Single Electromagnetic Lock Pair Inswing	Each	727.60
90-3002-05	3002TJ32 Double Electromagnetic Lock Pair Inswing	Each	1341.30
90-3100-00	DSM: Door Status Switch, Signals Door Closed or Ajar.	Each	68.85
90-3100-10	DSM2: Door Status Switch for the 3002+B21 Series	Each	137.28
90-3001-15	HSM: High Security Monitor. Includes the following: Door Status Switch	Each	115.18
90-3002-15	HSM2: High Security Monitor for the 3002 Series.	Each	232.05
90-3000-90	VOP: Value Option Package. Includes the following: Door Status Switch	Each	195.50
90-3002-90	VOP2: Value Option Package for the 3002 Series.	Each	390.15
LCB	LCB: Basic Lock Less Circuit Board Single Deduct *	Each	-20.40
		Each	-40.80
90-3000-05	• LED: Bi-Color LED – For local signaling of lock status (Requires HSM or	Each	43.35
90-3000-10	LED2: Bi-Color LED's (2) for the 2022 Series (Requires HSM2 or VOP2	Each	88.40
90-3000-15	# LP: Low Power Coil – 12V only @ 0.16 Amps (Single Lock)	Each	16.58
90-3000-25	LP2: Low Power Coil – 12V only @ 0.32 Amps (Double Lock)	Each	33.15
90-3006-00	3006 Single Electromagnetic Lock with Built-In PIR	Each	1089.70
90-3100-00	DSM: Door Status Switch, Signals Door Closed or Ajar.	Each	68.85
90-3001-15	HSM: High Security Monitor. Includes the following: Door Status Switch	Each	115.18
90-3000-15	# LP: Low Power Coil – 12V only @ 0.16 Amps (Single Lock)	Each	15.73
90-3101-05	ATS: Anti-Tamper Switch – Signals removal of the housing cover	Each	54.40
90-3101-00	3101C Single Delay Egress Lock Outswing	Each	1424.60
90-3121-00	3121C Double Delay Egress Lock Pair Outswing	Each	2252.50
90-3121-05	3121C2 Double Delay Egress Lock Pair Outswing (Tandem Unit to	Each	2284.80
3101C-TJ101	Single-Inswing Delay Egress Lock Kit Includes "Z" Bracket, Shim Plate,	Each	1810.50



AAO	Auxiliary Alarm Output-Secondary Delayed Egress Alarm Output. SPDT	Each	82.03
90-3101-05	ATS: Anti-Tamper Switch – Signals removal of the housing cover	Each	56.53
90-3121-10	ATS2: Anti-Tamper Switch for the 3121B and 3121B2	Each	111.61
90-3101-10	• BPM: Bypass Monitor – Signals bypass keyswitch activation	Each	68.85
90-3101-15	DSM: Door Status Switch – Signals door closed or ajar	Each	68.85
90-3121-15	DSM2: Door Status Switch for the 3121B and 3121B2	Each	137.28
90-3101-20	DYN: Dynastat Force Sensor – Indicates efficient magnetic bond	Each	82.03
90-3121-20	DYN2: Dynastat Force Sensor for the 3121B and the 3121B2	Each	165.75
90-3101-30	# KSO: Key Switch Omitted – In favor of separate remote keyswitch	Each	26.78
90-3101-35	LP: Low Power Coil – 12V only @ 0.40 Amps (Single lock)	Each	16.58
90-3121-25	LP2: Low Power Coils – 12V only @0.72 Amps (Double lock)	Each	33.15
90-3101-50	3101C-ES Delay Egress Controller mounted in 15"x12"x4" steel enclosure	Each	880.60
3101C-R	3101C-ES Delay Egress Controller mounted in 12"x12"x6" weatherproof	Each	1207.85
2801		Each	332.78
2802	Floor Mount, Double Door	Each	419.05
2803	Flush Wall Mount, 1" Extended Armature	Each	195.50
2804	Flush Wall Mount, Standard Armature	Each	180.20
2805	Surface Wall Mount	Each	205.70
2806	Low Profile Wall Mount	Each	195.50
2810	Surface Wall Mount, 400 lbs. Holding Force	Each	518.50
2860		Each	86.28
2861	Armature Extension, 1/2"	Each	15.73
2862	Armature Extension, 3/4"	Each	15.73
2863	Armature Extension, 1"	Each	15.73
2864	Armature Extension, 2"	Each	24.65
2865	Armature Extension, 4"	Each	37.83
2866	Armature Extension, 6"	Each	54.40
2870	Armature Swivel Extension	Each	33.15
7075	Break Glass, Standard	Each	323.00
7076	Break Glass, with Bi-Color LED, Red/Green, 12/24VDC	Each	365.93
7077	Break Glass, with Audible Sounder, 1-28VDC, 1-28VDC	Each	377.83

7078	Spare Contact Block, SPDT	Each	80.75
7079	Spare Lenses, 5 Pk.	Each	56.53
7080	Adjustable Time Delay Module	Each	86.28
7088	1 Amp Prewired Rectifier Module for AC Operation	Each	28.90
90-4511-00	1" x 1" Angle Bracket for 2000/3000/3101B Series	Each	63.33
90-4611-00	1-1/2" x 1-1/2" Angle Bracket for 2000/3000/3101B Series	Each	69.70
90-4711-00	1-1/2" x 2" Angle Bracket for 2000/3000/3101B Series	Each	89.68
90-4514-00	2268-10/15 Series for 2268-10/15 Series	Each	63.33
90-4614-00	1-1/2" x 1-1/2" Angle Bracket for 2268-10/15 Series	Each	69.70
90-4714-00	1-1/2" x 2" Angle Bracket for 2268-10/15 Series	Each	89.68
90-4510-00	1" x 1" Angle Bracket for 2511 Series	Each	63.33
90-4610-00	1-1/2" x 1-1/2" Angle Bracket for 2511 Series	Each	69.70
90-4710-00	1-1/2" x 2" Angle Bracket for 2511 Series	Each	89.68
90-4585-00	1" x 1" Angle Bracket for 2585 Series	Each	63.33
90-4685-00	1-1/2" x 1-1/2" Angle Bracket for 2585 Series	Each	69.70
90-4785-00	1-1/2" x 2" Angle Bracket for 2585 Series	Each	89.68
90-4522-00	1" x 1" Angle Bracket for 2022/3002/3121B Series	Each	75.23
90-4622-00	1-1/2" x 1-1/2" Angle Bracket for 2022/3002/3121B Series	Each	97.33
90-4722-00	1-1/2" x 2" Angle Bracket for 2022/3002/3121B Series	Each	109.65
90-4525-00	2268-10/15 Series 2268-20 Series	Each	75.23
90-4625-00	1-1/2" x 1-1/2" Angle Bracket for 2268-20 Series	Each	97.33
90-4725-00	1-1/2" x 2" Angle Bracket for 2268-20 Series	Each	109.65
90-4520-00	1" x 1" Angle Bracket for 2522 Series	Each	75.23
90-4620-00	1-1/2" x 1-1/2" Angle Bracket for 2522 Series	Each	97.33
90-4720-00	1-1/2" x 2" Angle Bracket for 2522 Series	Each	109.65
4500-L	1" x 1" Angle Bracket ***per foot***	Each	54.40
4600-L	1-1/2" x 1-1/2" Angle Bracket ***per foot***	Each	54.40
4700-L	1-1/2" x 2" Angle Bracket ***per foot***	Each	54.40
90-2020-00	TJ20 Converts 2011 to 2011-TJ20	Each	182.33
90-2021-00	TJ21 Converts 2012 to 2012-TJ21	Each	221.00
90-2022-00	TJ22 Converts 2022 to 2022-TJ22	Each	345.95

90-2030-00	TJ30 Converts 3000 to 3000-TJ30	Each	164.90
90-2031-00	TJ31 Converts 3001 to 3001-TJ31	Each	195.50
90-2032-00	TJ32 Converts 3002 to 3002-TJ32	Each	277.53
90-6010-00	6010 One Bi-Color LED, Red/Green, 12/24VDC	Each	79.90
90-6020-00	6020 Two Bi-Color LED's, Red/Green, 12/24VDC	Each	124.10
DBL-AUD	Two Gang Plate with Audible Sounder -1-28VDC.	Each	32.30
NR	Narrow Plate - 1-3/4" wide, substitute	Each	11.05
90-6110-00	6115M One Pushbutton, 1 Gang, Momentary	Each	99.45
90-6110-05	6115A One Pushbutton, 1 Gang, Alternate Action	Each	102.00
90-6125-00	6125M Two Pushbuttons, 1 Gang, Momentary	Each	193.80
90-6125-05	6125A Two Pushbuttons, 1 Gang, Alternate Action	Each	200.18
90-6135-00	6135M Three Pushbuttons, 1 Gang, Momentary	Each	261.80
90-6135-05	6135A Three Pushbuttons, 1 Gant, Alternate Action	Each	269.88
90-6145-00	6145M Four Pushbuttons, 2 Gang, Momentary	Each	345.10
90-6415-05	6145A Four Pushbuttons, 2 Gang, Alternate Action	Each	360.40
90-6100-00	AUD: Audible Sounder – 1-28VDC (Requires DBL)	Each	25.50
90-6100-10	DBL: Two Gang Plate – 4 9/16" wide	Each	11.05
90-6100-15	ILM: Illuminated Pushbutton – Specify 12 or 24VDC (6100 series only)	Each	15.73
90-6100-20	LED: Bi-Color LED – Red/Green 12/24VDC, Up to 2" diameter available	Each	38.68
90-6100-25	NR: Narrow plat3e – 1 3/4" wide, substitute	Each	11.05
90-6100-30	P2: Additional set of SPDT contacts (6100 series) This option price is per	Each	51.00
90-6100-35	WPC: Weather-Proof Cover – For single gang 6115 only.	Each	23.38
ATS	Anti-Tamper Switch - Signals removal of the housing cover.	Each	54.40
90-6210-05	6210 Palm Switch 1 5/8" Dia. A-A, SPDT	Each	149.60
90-6220-00	6220 Palm Switch 1 5/8" Dia. A-A, DPDT	Each	212.50
90-6230-00	6230 Palm Switch 1 5/8" Dia. MOM, NO, SPST	Each	98.60
90-6211-00	6211 Palm Switch 1 5/8" Dia. A-A, SPDT	Each	156.40
90-6221-00	6221 Palm Switch 1 5/8" Dia. A-A, DPDT	Each	212.50
90-6231-00	6231 Palm Switch 1 5/8" Dia. MOM, NO, SPST	Each	98.60
90-6100-00	AUD: Audible Sounder – 1-28VDC (Requires DBL)	Each	24.65
90-6100-10	DBL: Two Gang Plate – 4 9/16" wide	Each	9.95

90-6100-20	LED: Bi-Color LED – Red/Green 12/24VDC, Up to 2" diameter available	Each	37.83
90-6100-25	NR: Narrow plate – 1 3/4" wide, substitute	Each	9.95
ATS	Anti-Tamper Switch - Signals removal of the housing cover.	Each	54.40
CB-NO	Extra Contact Block, Normally Open, SPST	Each	17.85
CB-NC	Extra Contact Block, Normally Closed, SPST	Each	17.85
6290	6290 Palm Switch Palm Switch, 1-5/8" Dia. FORM Z, PTD 30 Sec. Min., NFPA 101, 2003 Paragraph 7-2.1.6.2	Each	360.40
90-6270-00	6270 Pushbutton, 2" Square MOM, SPDT, 12/24VDC	Each	113.05
90-6450-00	6451-36 Exit Sensor Bar for 36" Door US28 Finish	Each	476.00
6451-42	6451-42 Exit Sensor Bar for 42" Door US28 Finish	Each	476.00
6451-48	6451-48 Exit Sensor Bar for 48" Door US28 Finish	Each	476.00
90-6450-05	CAB64: Cable Kit – 16ft, 8 cond., to facilitate wiring	Each	47.60
CLC	CLC: Custom Length Cut – Specify desired overall finished length of Exit	Each	28.90
90-6450-10	TSB: Mounting pads modified to match Securitron TSB mounting	Each	24.65
SF	SF: Special Finishes – Standard finish US28. Also available in anodized	Each	51.00
DMB	TSB: Mounting pads modified to match Securitron TSB mounting	Each	-76.50
PTE	PTE: Bar Engraved "PUSH TO EXIT"	Each	75.23
90-6450-15	WDK: Wood Door Kit – (4) #10 hex nuts and bolts for wood doors 1 3/4" to	Each	28.90
90-0521-00	T-Rex, LT2. Dual Relay, Tamper, Timer No Piezo	Each	144.50
90-0522-00	T-Rex, XT2, Dual Relay, Tamper, Timer, WITH Piezo	Each	156.40
9200	9200 SPDT Series Door Status Switch - Surface Mounted Magnetic Contact SPDT contacts rated at. 5 A at 30 V. Color Brown.	Each	47.60
9225	9200 SPDT Series Door Status Switches - Mortise Mounted Magnetic Contact SPDT contacts rated at .5A at 30V. Finish US28D Satin Aluminum	Each	73.10
9275	9200 SPDT Series Door Status Switches - Mortise Mounted Roller Ball Type. SPDT Switch contact ratings for the #9225 and #9280 are 1 A. at 120 VAC	Each	93.93
9300	Flexible Armored Door Cord, 18" Long, No Wires	Each	51.00
9350	Flexible Armored Door Cord, 18" Long, (3) 24" Wires	Each	67.58
MSS-09CL-(W/B)*	3/8 inch recessed with 12" leads / white-brown - open loop	Each	161.50
MSS-10CL-(W/B)*	3/8 inch recessed with 12" leads / white-brown - closed loop	Each	180.20
MSS-09CT-(W/B/G)*	3/8 inch recessed with terminals / white-brown-grey - open loop	Each	161.50
MSS-10CT-(W/B/G)*	3/8 inch recessed with terminals / white-brown-grey - closed loop	Each	183.60
MSS-19CT-(W/B/G)*	3/4 inch recessed with terminals / white - brown - grey - open loop	Each	226.95
MSS-20CT-(W/B/G)*	3/4 inch recessed with terminals / white - brown - grey - closed loop	Each	268.60
MSS-19C-W*	3/4 inch recessed with leads / white - open loop	Each	125.80

MSS-25C-W*	1 inch recessed with leads / white - open loop	Each	129.20
MSS-K22-(W/B/G)	Surface Mount Contact - 2 1/2" L X 1/2" W X 1/2" H, Terminals- white -	Each	25.08
MSS-K24-(W/B/G)	Surface Mount Contact - 2 1/2" L X 1/2" W X 1/2" H, Terminals- white -	Each	25.08
MSS-K22S-(W/B/G)	Surface Mount Contact - 2 1/2" L X 1/2" W X 1/2" H, 12" Jacketed Leads-	Each	24.23
MSS-K24S-(W/B/G)	Surface Mount Contact - 2 1/2" L X 1/2" W X 1/2" H, 12" Jacketed Leads-	Each	24.23
MSS-53SL-(W/B/G)	Surface Mount Contact -2 1/2" L X 1/2" W X 1/2" H, 12" Jacketed Leads-	Each	24.23
MSS-54SL-(W/B/G)	Surface Mount Contact -2 1/2" L X 1/2" W X 1/2" H, 12" Jacketed Leads-	Each	24.23
MSS-63S-(B/W)*	Surface Mount Contact - 2 1/2" L X 1/2" W X 1/2" H, 12 ' Leads -universal	Each	128.35
MSS-89SL-(W/B/G)	Surface Mount Contact - 4" L X 1/2" W X 1/2" H, 12" Jacketed Leads-	Each	28.05
MSS-88SL-(W/B/G)	Surface Mount Contact - 4" L X 1/2" W X 1/2" H, 12" Jacketed Leads-	Each	28.05
MSS-301C	1" recessed with 1 switch, 1 closed loops	Each	26.78
MSS-302C	1" recessed with 2 switches, 2 closed loops	Each	38.68
MSS-303C	1" recessed with 3 switches, 3 closed loops	Each	85.00
MSS-311C	1' recessed with 2 switches - 1 closed loop, 1 open loop	Each	38.68
MSS-312C		Each	85.00
MSS-320C		Each	38.68
MSS-321C	1" recessed with 3 switches, 2 open loops, 1 closed loop	Each	85.00
MSS-330C	1" recessed with 3 switches, 3 open loops	Each	85.00
MSS-301S	Surface mount with armored cable, 1 switch, open loop	Each	87.55
MSS-302S	Surface mount with armored cable, 2 switches, 2 open loop	Each	100.30
MSS-303S	Surface mount with armored cable, 3 switches, 3 open loop	Each	119.00
MSS-310S	Surface mount with armored cable, 1 switch, closed loop	Each	87.55
MSS-311S	Surface mount with armored cable, 2 switches, 1 open loop, 1 closed	Each	100.30
MSS-312S	Surface mount with armored cable, 3 switches - 1 closed loop, 2 open	Each	119.00
MSS-320S		Each	100.30
MSS-321S	Surface mount with armored cable,3 switches, 1 open loop, 2 closed loop	Each	119.00
MSS-330S	Surface mount with armored cable,3 switches, 3 closed loop	Each	119.00
MSS-105S-C18-L2	Overhead Door Contact - Rail Mount - Open Loop - w/ 18" armored cable	Each	123.68
MSS-106S-C18-L2	Overhead Door Contact - Rail Mount - Closed Loop - w/ 18" armored	Each	123.68
MSS-105S-C36-L3.5	Overhead Door Contact - Rail Mount - Open Loop - w/ 36" armored cable	Each	144.50
MSS-106S-C36-L3.5	Overhead Door Contact - Rail Mount - Closed Loop - w/36" armored cable	Each	141.10

92-0603-11	600 Series Demo Case: (Includes 635 CPU, DPI and 2 Farpointe readers, 5	Each	1105.00
Mfg SKU	Product Description	Unit of Measure	City & KCDA Bid Price
OE-ASDEVICE	Apex Software Server Base License	Each	510.00
OWS 24/7 Subscription Licenses (Subscription software licenses must be renewed to maintain functionality)			
Part Number			
OE-OWS247-LM		Each	2.55
OE-OWS247-LY		Each	30.60
OE-OWS247-SM		Each	4.25
OE-OWS247-SY		Each	51.00
OE-OWS247-S2Y		Each	102.00
OE-OWS247-S3Y		Each	153.00
OE-OWS247-S4Y		Each	204.00
OE-OWS247-S5Y		Each	255.00
OE-OWS247-PM		Each	6.38
OE-OWS247-PY		Each	76.50
OE-OWS247-P2Y		Each	153.00
OE-OWS247-P3Y		Each	229.50
OE-OWS247-P4Y		Each	306.00

OE-OWS247-P5Y		Each	382.50
OE-OWS247-EDUM		Each	5.10
OE-OWS247-EDUY		Each	61.20
OE-OWS247-EDU2Y		Each	122.40
OE-OWS247-EDU3Y		Each	183.60
OE-OWS247-EDU4Y		Each	244.80
OE-OWS247-EDU5Y		Each	306.00
OWS 24/7 Subscription Upgrade Licenses (Subscription software licenses must be renewed to maintain functionality)			
Part Number			
OE-OWS247L2S		Each	1.70
OE-OWS247S2P		Each	2.13
OWS Storage Expansion			
Part Number			
OE-OWS1Y50GB	OWS 50GB Cloud Storage Expansion (1yr)	Each	127.50
OWS RETAIL INTELLIGENCE - POINT OF SALE SUBSCRIPTION ADD-ON			
Per Terminal Subscription Licensing for OWS Retail Intelligence			
Part Number			
OE-OWSPOS-CM		Each	4.25

OE-OWSPOS-CY		Each	51.00
OE-MAX0802	8CH HD Analog Appliance, Linux, 2TB (No Lic)	Each	934.87
OE-MAX0804	8CH HD Analog Appliance, Linux, 4TB (No Lic)	Each	1033.05
OE-MAX0806	8CH HD Analog Appliance, Linux, 6TB (No Lic)	Each	1153.54
OE-MAX0808	8CH HD Analog Appliance, Linux, 8TB (No Lic)	Each	1278.49
OE-MAX0812	8CH HD Analog Appliance, Linux, 12TB (No Lic)	Each	1556.86
OE-MAX0816	8CH HD Analog Appliance, Linux, 16TB (No Lic)	Each	1828.86
OE-MAX1604	16CH HD Analog Appliance, Linux, 4TB (No Lic)	Each	1203.62
OE-MAX1606	16CH HD Analog Appliance, Linux, 6TB (No Lic)	Each	1324.10
OE-MAX1608	16CH HD Analog Appliance, Linux, 8TB (No Lic)	Each	1449.05
OE-MAX1612	16CH HD Analog Appliance, Linux, 12TB (No Lic)	Each	1727.43
OE-MAX1616	16CH HD Analog Appliance, Linux, 16TB (No Lic)	Each	1999.43
OE-MAX1624	16CH HD Analog Appliance, Linux, 24TB (No Lic)	Each	2513.68
MV NVR Appliance			
Part Number			
OE-MVX02		Each	642.60
OE-MVX04	NVR Appliance, Linux, 4TB (No Lic)	Each	741.20
OE-MVX06	NVR Appliance, Linux, 6TB (No Lic)	Each	880.60
OE-MVX08	NVR Appliance, Linux, 8TB (No Lic)	Each	986.85
OE-MVX12	NVR Appliance, Linux, 12TB (No Lic)	Each	1274.15
OE-MVX16	NVR Appliance, Linux, 16TB (No Lic)	Each	1529.15
OE-MVX24	NVR Appliance, Linux, 24TB (No Lic)	Each	2051.90
MD NVR Appliance with Built in POE Switch			
Part Number			
OE-MDX0802	8 Port PoE Appliance, Linux, 2TB (No Lic)	Each	1094.41
OE-MDX0804	8 Port PoE Appliance, Linux, 4TB (No Lic)	Each	1192.58
OE-MDX0806	8 Port PoE Appliance, Linux, 6TB (No Lic)	Each	1313.07
OE-MDX0808	8 Port PoE Appliance, Linux, 8TB (No Lic)	Each	1438.02
OE-MDX0812	8 Port PoE Appliance, Linux, 12TB (No Lic)	Each	1716.40



OE-MDX0816	8 Port PoE Appliance, Linux, 16TB (No Lic)	Each	1988.40
OE-MDX1604	16 Port PoE Appliance, Linux, 4TB (No Lic)	Each	1430.58
OE-MDX1606	16 Port PoE Appliance, Linux, 6TB (No Lic)	Each	1551.07
OE-MDX1608	16 Port PoE Appliance, Linux, 8TB (No Lic)	Each	1676.02
OE-MDX1612	16 Port PoE Appliance, Linux, 12TB (No Lic)	Each	1954.40
OE-MDX1616	16 Port PoE Appliance, Linux, 16TB (No Lic)	Each	2226.40
OE-MDX1624	16 Port PoE Appliance, Linux, 24TB (No Lic)	Each	2740.65
MT NVR Server			
Part Number			
OE-MTX04	Micro Server, Linux, 4TB (No Lic)	Each	1442.33
OE-MTX08	Micro Server, Linux, 8TB (No Lic)	Each	1687.77
OE-MTX12	Micro Server, Linux, 12TB (No Lic)	Each	1966.14
OE-MTX18	Micro Server, Linux, 18TB (No Lic)	Each	2350.77
OE-MTX24	Micro Server, Linux, 24TB (No Lic)	Each	2752.39
OE-MTX32	Micro Server, Linux, 32TB (No Lic)	Each	3262.39
OE-MTX48	Micro Server, Linux, 48TB (No Lic)	Each	4295.14
OE-MTX64	Micro Server, Linux, 64TB (No Lic)	Each	5327.89
MM 4-Bay NVR Server			
Part Number			
OE-MMX04	2U Rackmount Server, Linux, 04TB (No Lic)	Each	2419.01
OE-MMX08	2U Rackmount Server, Linux, 08TB (No Lic)	Each	2664.44
OE-MMX12	2U Rackmount Server, Linux, 12TB (No Lic)	Each	2942.82
OE-MMX18	2U Rackmount Server, Linux, 18TB (No Lic)	Each	3327.44
OE-MMX24	2U Rackmount Server, Linux, 24TB (No Lic)	Each	3729.07
OE-MMX32	2U Rackmount Server, Linux, 32TB (No Lic)	Each	4239.07
OE-MMX48	2U Rackmount Server, Linux, 48TB (No Lic)	Each	5271.82
OE-MMX64	2U Rackmount Server, Linux, 64TB (No Lic)	Each	6304.57
MM 4-Bay NVR Server with RAID5			
Part Number			

OE-MMX24R	2U Server, Windows, 24TB RAID 5 (16TB Usable)	Each	4892.68
OE-MMX36R	2U Server, Windows, 36TB RAID 5 (24TB Usable)	Each	5434.55
OE-MMX48R	2U Server, Windows, 48TB RAID 5 (36TB Usable)	Each	6327.05
MK 2U 8-Bay NVR Server			
Part Number			
OE-MKX32	2U Server, Windows, 32TB (No Lic)	Each	5308.92
OE-MKX48	2U Server, Windows, 48TB (No Lic)	Each	6341.67
OE-MKX64	2U Server, Windows, 64TB (No Lic)	Each	7374.42
OE-MKX80	2U Server, Windows, 80TB (No Lic)	Each	8407.17
OE-MKX96	2U Server, Windows, 96TB (No Lic)	Each	9439.92
OE-MKX128	2U Server, Windows, 128TB (No Lic)	Each	11505.42
MK 2U 8-Bay NVR Server with RAID5			
Part Number			
OE-MKX48R	2U Server, Windows, 48TB RAID5 (No Lic)	Each	7576.48
OE-MKX60R	2U Server, Windows, 60TB RAID 5 (48TB Usable)	Each	8468.98
OE-MKX72R	2U Server, Windows, 72TB RAID 5 (60TB Usable)	Each	9361.48
OE-MKX84R	2U Server, Windows, 84TB RAID 5 (72TB Usable)	Each	10253.98
OE-MKX96R	2U Server, Windows, 96TB RAID 5 (84TB Usable)	Each	11146.48
MH 3U 16-Bay NVR Server			
Part Number			
OE-MHX96	3U Server, Windows, 96TB (No Lic)	Each	11005.71
OE-MHX128	3U Server, Windows, 128TB (No Lic)	Each	13071.21
OE-MHX160	3U Server, Windows, 160TB (No Lic)	Each	15136.71
OE-MHX192	3U Server, Windows, 192TB (No Lic)	Each	17202.21
OE-MHX256	3U Server, Windows, 256TB (No Lic)	Each	21333.21
MH 3U 16-Bay NVR Server with RAID			
Part Number			

OE-MHX96R	3U Server, Windows, 96TB RAID 6 (72TB Usable)	Each	12725.72
OE-MHX120R	3U Server, Windows, 120TB RAID 6 (96TB Usable)	Each	14510.72
OE-MHX144R	3U Server, Windows, 144TB RAID 6 (120TB Usable)	Each	16295.72
OE-MHX168R	3U Server, Windows, 168TB RAID 6 (144TB Usable)	Each	18080.72
OE-MHX192R	3U Server, Windows, 192TB RAID 6 (168TB Usable)	Each	19865.72
RECORDING HARDWARE UPGRADES			
OS Upgrades			
Part Number			
OE-ZL2WUPG	Linux to Windows Upgr	Each	15% of MSRP
Hardware Upgrades			
Part Number			
OE-ZPERFUPRAM-8	8GB RAM Upgrade	Each	131.75
OE-ZIO4EXT		Each	169.15
MT Specific Hardware Upgrades			
Part Number			
OE-ZPRFUPG64-MT	MT 64 Channel Factory Performance Upgrade	Each	317.05
OE-ZPRFUPG96-MT	MT 96 Channel Factory Performance Upgrade	Each	648.55
MM Specific Hardware Upgrades			
Part Number			
OE-ZPRFUPG96-MM	MM 96 Channel Factory Performance Upgrade	Each	368.05
MK/MH Specific Hardware Upgrades			
Part Number			
OE-ZDRPSU820	MK/MH Dual-Redundant Power Supply	Each	760.75
OE-ZRAID5-MH	MH RAID 5 Conversion	Each	42.50
OE-ZIO4MH	Full Height I/O add-on card (4 contacts)	Each	59.50
OE-ZIO4MK		Each	59.50

Extended Warranties			
Part Number			
OE-ZWRNTY1Y	1 Year HW Warranty Extension	Each	#VALUE!
OE-ZWRNTY2Y	2 Year HW Warranty Extension	Each	#VALUE!
OE-ZADV2Y	2nd Year HW Adv Replacement Ext	Each	425.00
WORKSTATIONS			
Remote Workstations			
Part Number			
OE-RWS4M-CS	Remote Workstation, 4 Monitor, Tower	Each	2549.15
PROFESSIONAL SERVICES			
Factory Pre Configuration			
Part Number			
OE-FPC1	Factory Pre Config Per Cam (Technical Services)	Each	11.90
System Commissioning			
Part Number			
OE-Z1DNST	Onsite System Commissioning (Technical Services)	Each	1487.50
OE-Z1DRMT	Remote System Configuration (Technical Services)	Each	850.00
OE-C1011D4-S	Indr 4MP IP Mini Dome 2.8mm WDR IR	Each	220.15
OE-C1013D4-S		Each	220.15
OE-C3011D4-S	Indr 4MP IP Dome 2.7~13.5mm AF WDR IR	Each	322.15
Outdoor IP Cameras			
Part Number			
OE-C1012D2-S	In/Out 2MP IP Dome 2.8mm Fixed WDR IR	Each	160.65
OE-C1014D4-S	In/Out 4MP IP Dome 2.8mm Fixed WDR IR	Each	250.75

OE-C1016T2-S	In/Out 2MP IP Turret 2.8mm Fixed WDR IR	Each	169.15
OE-C2012B4-S	In/Out 4MP IP Bullet 2.7 ~13.5mm AF WDR IR	Each	381.65
OE-C2012B8-S	In/Out 8MP IP Bullet 2.8 ~12mm AF WDR IR	Each	509.15
OE-C3012T4-S	In/Out 4MP IP Turret 2.7~13.5mm AF WDR IR	Each	293.25
OE-C3012T4B-S		Each	293.25
OE-C3012T8-S	In/Out 8MP IP Turret 2.8~12mm AF WDR IR	Each	517.65
OE-C3212D4-S	In/Out 4MP IP VF Dome 2.7 ~13.5mm AF WDR IR	Each	407.15
OE-C3212D8-S	In/Out 8MP IP VF Dome 2.8 ~12mm AF WDR IR	Each	492.15
PTZ / Specialty IP Cameras			
Part Number			
OE-C8213	In/Out 3MP IP Dome 30x PTZ	Each	1950.75
OE-C9112F12	In/Out 12MP IP Fisheye WDR IR	Each	820.25
OE-C9912M20		Each	2804.15
IP CAMERA ACCESSORIES			
Switches			
Part Number			
OE-CASWPOE-8	8 Port PoE Switch	Each	389.30
OE-CASWPOE-24	24 Port PoE Switch	Each	538.90
Mounts / Parts			
Part Number			
OE-CA00JB-01	Square Junction Box	Each	39.10
OE-CA00PMK-01	Pole Mount Kit	Each	36.55
OE-CA00CMP-01	Ceiling-mounted Pole	Each	44.20
OE-CA00WM-01	Wall Mount for 1-1/2" Threaded Pendant Caps	Each	54.40
OE-CA00CM-01	Corner Mount	Each	51.85
OE-CA00PMK-02	Pole Mount Kit	Each	42.50
OE-CA00WA-01	Waterproof Adapter	Each	8.50
OE-CA10JB-01	10-Series Round Junction Box	Each	27.20
OE-CA10PC-01	10-Series Pendant Cap	Each	20.40

OE-CA10WM-01	10-Series Wall Mount	Each	28.05
OE-CA10AP-01	10-Series Adapter Plate	Each	17.00
OE-CA30JB-01B		Each	28.90
OE-CA30JB-01	30-Series Round Junction Box	Each	28.90
OE-CA30WM-01	30-Series Wall Mount	Each	28.05
OE-CA30WM-01B		Each	28.05
OE-CA30PC-01	30-Series Pendant Cap	Each	22.10
OE-CA30PC-01B		Each	22.10
OE-CA32JB-01	32-Series Round Junction Box	Each	36.55
OE-CA32WM-01	32-Series Wall Mount	Each	38.25
OE-CA32ICM-01	32-Series In-ceiling Mount	Each	46.75
OE-CA32TP-01	32-Series Transfer Plate	Each	21.25
OE-CA32PC-01	32-Series Pendant Cap	Each	23.80
OE-CA91AWM-01	91-Series Angled Wall Mount	Each	50.15
OE-CA91AP-01	91-Series Adapter Plate	Each	29.75
OE-CA91WMKT-01	91-Series Wall Mount Kit	Each	58.65
OE-CA91JBKT-01	91-Series Junction Box Kit	Each	56.95
OE-CA91PCKT-01	91-Series Pendant Cap Kit	Each	44.20
7410		Each	3.06
7510		Each	5.19
7610		Each	5.36
9420		Each	4.08
9520		Each	5.10
9651		Each	7.06
9691T	9691T Prox & Schlage Smart Keyfob (thin) 1Kbyte (minimum order is 50)	Each	9.52
9951		Each	8.59
AGS-H-R-2-60TB-SSD		Each	76138.75
AGS-L-R-1-12TB		Each	15780.25
AGS-M-R-2-24TB		Each	22095.75

AGS-RL-L-4TB		Each	5945.75
B-0113-PDT	PENDANT MOUNT (WORKS WITH B-57-V)	Each	96.07
B-0506-PM	POLE MOUNT (WORKS WITH B-38-V)	Each	80.74
B-0517-PM	POLE MOUNT (WORKS WITH B-58-V)	Each	80.74
B-0713-MD-JB	JUNCTION BOX (WORKS WITH B-27-V)	Each	31.90
B-0813-GBA	GANGBOX CONVERTER (WORKS WITH B-57-V)	Each	28.81
B-200-PTZ	2MP (1920 X 1080) PTZ CAMERA, 20X OPTICAL ZOOM 4.7MM 94MM,	Each	2154.94
B-31-DOME-GKT	GASKET FOR B-31-DOME	Each	5.10
B-31-GN	INDOOR / OUTDOOR GOOSENECK WITH BRACKET FOR THE B-200-PTZ	Each	215.87
B-31-MK	INDOOR / OUTDOOR MOUNT KIT FOR THE B-31 CAMERA	Each	77.55
B-31-ST	STRAIGHT TUBE PENDANT MOUNT FOR B-31 and B-210 CAMERAS, MAY	Each	125.61
B-5360	INDOOR/OUTDOOR 5MP, IP68 RATED, FIXED FOCAL 360 CAMERA, F1.19	Each	638.14
B-57-V-2	5MP (2616 X 1964) DOME CAMERA, ADAPTIVE IR, MOTORIZED LENS	Each	829.57
B-58-V	5MP (2616 X 1964) BULLETT CAMERA, ADAPTIVE IR, MOTORIZED LENS	Each	682.31
B-AD-WM	GANGBOX ADAPTER FOR B-31, B-210, AND B-51.	Each	44.56
BEZEL-SRL2-3		Each	45.18
B-MD-EP	B SERIES MINI DOME EXTENSION POLE TO BE USED IN CONJUNCTION	Each	58.56
B-MD-GB	GANG BOX ADAPTER TO MOUNT TO 4" OCTAGON BOXES	Each	46.28
B-MD-MK	B SERIES MINI DOME MOUNTING KIT; TO BE USED IN CONJUNCTION	Each	26.84
B-MD-ST	B SERIES MINI DOME STRAIGHT TUBE; TO BE USED IN CONJUNCTION	Each	88.11
B-MD-WM	MINI DOME WALL MOUNT FOR THE B-5360 AND OTHER B SERIES MINI	Each	44.03
B-OD-WM	B SERIES OUTDOOR DOME WALL MOUNT BRACKET, WORKS WITH B-31	Each	87.37
BY-HCA10A	Housings and Mounting Brackets	Each	149.60
CANISTER/4000	4TB HDD Canister for WJ-ND400,WJ-HD716, WJ-HD616, WJ-HDE400	Each	550.80
CANISTER/6000	6TB HDD Canister for HD7/616, ND/HDE400	Each	725.05
CANISTERNX300/T4	4TB HDD CANISTER FOR WJ-NX300	Each	301.75
CANISTERNX300/T6	6TB HDD CANISTER FOR WJ-NX300	Each	490.45
ED-IPSV-AD-TRAN-UL	FOR EDO RELATED PROJECT ONLY. MOBILE NVR ACTIVATION LICENSE FOR VI DEPOT SERVER. THIS LICENSE ENABLES EACH MOBILE NVR TO TRANSFER VIDEO / DATA OFF OF MOBILE NVR TO VI DEPOT SERVER	Each	169.15
EXT-10-ANT	APERIO HUB EXTERNAL ANTENNA (OMNIDIRECTIONAL)	Each	56.10

EXTENDED WARRANTY MF		Each	0.85
FPO150/250-2C83D	FPO150/250-2C83D8PE8M1/P16-A(PSC) 16DR E	Each	3527.50
FPO150/250-2C83D-1	FPO150/250-2C83D8PE6M1/P16-A(PSC) 16DR E	Each	3116.95
FPO150/250-2C83D-2	FPO150/250-2C83D8PE8M2/P16-A(PSC) 16DR E	Each	3238.50
FPO150/250-2C83D-3	FPO150/250-2C83D8PE8M2/P16-A 150W POWER SUPPLY, 12A/12V OR	Each	3238.50
FPO150/250-2C83D-4		Each	1918.45
FPO150/250-3D8P2	FPO150/250-3D8P2M8NL4E8M1/P16-A(PSC) 16D	Each	4057.05
FPO150/250-3D8P2-1	FPO150/250-3D8P2M8NL4E6M1/P16-A(PSC) 16D	Each	3644.80
FPO150/250-3D8P2-2	FPO150/250-3D8P2M8NL4E8M2/P16-A(PSC) 16D	Each	3768.05
FPO150-B1002D8PM-1	FPO150-B1002D8PM8NL4E4M/T8-A(PSC) 8DR E4	Each	1796.05
FPO150-B1002D8PM-2	FPO150-B1002D8PM8NL4E6M/P8-A(PSC) 8DR E6	Each	2383.40
FPO150-B100C82D8-1	FPO150-B100C82D8PE4M/T8-A(PSC) 8DR E4M 1	Each	1365.95
FPO150-B100C82D8-2	FPO150-B100C82D8PE6M/P8-A(PSC) 8DR E6M 1	Each	1955.00
FPO150-B100C82D8-3	FPO150-B100C82D8PE6M/P8-A 150W POWER SUPPLY, 12A/12V OR 6A/24V 12V SECONDARY VOLTAGE POWER MODULE. ADJUSTABLE 5-18V OUTPUT @ 4A MAX. CLASS 2 POWER LIMITED & RELAY LOCK CONTROL	Each	1955.00
FPO150-B100C8D8-1		Each	1186.60
FPO150-B100D8PM8	FPO150-B100D8PM8NL4E4M STANDARD 8DR NET E4M ENCLOSURE	Each	1187.45
FPO150-B100D8PM8-1	FPO150-B100D8PM8NL4E6M - 150W POWER SUPPLY, 12A/12V OR 6A/24V 12V SECONDARY VOLTAGE POWER MODULE. ADJUSTABLE 5-18V OUTPUT @ 4A MAX. CLASS 2 POWER LIMITED & DC AUXILIARY OUTPUTS	Each	1597.15
FPO250/250-3C85D-1	FPO250/250-3C85D8PE12M/T24-A 250W POWER SUPPLY, 20A/12V OR	Each	6479.55
FPO75-B100C4D8PE	FPO75-B100C4D8PE2M/T4-A(PSC) 4DR E2M 75W	Each	849.15
FPO75-B100C4D8PE-3	FPO75-B100C4D8PE4M/T4-A 75W POWER SUPPLY, 6A/12V OR 3A/24V 12V SECONDARY VOLTAGE POWER MODULE. ADJUSTABLE 5-18V OUTPUT @ 4A MAX. CLASS 2 POWER LIMITED & RELAY LOCK CONTROL	Each	935.85
FPO75-B100C4D8PE-4		Each	647.70



FPO75-B100M8NL4E4M		Each	1376.15
FPRO-BS01-AP-1Y	FACE ALERT APP BASE SERVER LICENCE	Each	281.09
FPV104-D8PE2M1T12X	FPV104-D8PE2M1/T12X 12DR 10A/24V, 8 AUX OUTPUTS	Each	719.95
FPV4-E2M/4TX	FPV4-E2M/4TX 4DR 6A/12V OR 3A/24V	Each	487.90
GWE	GWE GATEWAY, SUPPORTS UP TO 10 NDE, LE, CONTROL DEVICES	Each	481.95
HDD-WDP-8TB		Each	254.15
HID-1326-LGSMV	GLOSS FINISHED PROX II CARDS WITH VERTICAL SLOT	Each	3.33
HID-1346-LNSMN	HID PROXKEY KEYCHAIN FOBS	Each	6.62
HID-1386-LGGMN	GLOSS FINISHED ISO PROX II CARDS WITH NO SLOT	Each	6.11
HID-2000-PGGMN	GLOSS FINISHED ICLASS PROX CARDS WITH NO SLOT	Each	5.26
HID-20KNKS-00	HID SIGNO 20K,BLK/SLVR,PIG,CRD PFL STD,MA	Each	566.77
HID-20NKS-00	HID MULTI CLASS SIGNO READER W/BLUETOOTH AND RED LED	Each	333.99
HID-40KNKS-00	HID MULTI CLASS SIGNO READER W/BLUETOOTH AND RED LED (SINGLE	Each	566.77
HID-40NKS-00	HID MULTI CLASS SIGNO READER W/BLUETOOTH AND RED LED (SINGLE	Each	344.11
HID-40TKS-00	HID SIGNO 40,BLK/SLVR,TERM,CRD PFL STD,MA	Each	344.11
HID-5006-PGGMN	COMPOSITE ICLASS SEOS CONTACTLESS SMART CARD 8K, PROG., F-	Each	4.96
HID-500-PGGMN	COMPOSITE ICLASS SEOS, CONTACTLESS SMART CARD. 8KB MEMORY,	Each	10.11
HID-5355-AGK	CHARCOAL GRAY PROXPRO HID 5355 125KHZ PROX/4 BIT KEYPAD	Each	605.66
HID-5355-AGN	CHARCOAL GRAY PROXPRO HID 5355 125KHZ PROX READER	Each	382.25
HID-5365-EGP	CHARCOAL GRAY MINIPROX HID 5365 MULLION 125KHZ PROX READER	Each	332.61
HID-5365-EKP	BLACK MINIPROX HID 5365 MULLION 125KHZ PROX READER	Each	332.61
HID-5395-CK100	BLACK WALL SWITCH HID THINLINE 5395 125KHZ WALL SWITCH PROX	Each	338.83
HID-6005-BGB	CHARCOAL GRAY MINI MULLION 125KHZ PROXPOINT PLUS READER	Each	171.32
HID-6005-BKB	BLACK MINI MULLION HID 125KHZ PROXPOINT PLUS READER	Each	171.32
HID-900-NTNN	BLACK MINI MULLION HID ICLASS SE R10 PROX ONLY READER	Each	175.76
HID-900-PTNN	BLACK MINI MULLION HID MULTICLASS SE RRP10 PROX ONLY READER	Each	219.06
HID-910-PTNN	BLACK MULLION HID MULTICLASS SE RP15 PROX ONLY READER	Each	355.13
HID-920-NTNN	BLACK WALL SWITCH HID ICLASS SE PROX READER	Each	311.83
HID-920-PMNN	BLACK WALL SWITCH HID MULTICLASS SE RP40 PROX ONLY and MOBILE	Each	442.75

HID-920-PTNN	BLACK WALL SWITCH HID MULTICLASS SE RP40 PROX ONLY	Each	355.13
HID-921-PMNN	BLACK WALL SWITCH HID MULTICLASS SE RPK40 PROX/4 BIT KEYPAD and	Each	701.28
HID-921-PTNN	BLACK WALL SWITCH HID MULTICLASS RPK40 PROX/4 BIT KEYPAD	Each	613.67
HID-UPG-A-900	R10/RP10 ICLASS/MULTICLASS BLUETOOTH OSDP UPGRADE	Each	90.25
HID-UPG-A-910	R10/RP10 ICLASS/MULTICLASS BLUETOOTH OSDP UPGRADE	Each	90.25
HID-UPG-A-920	R10/RP10 ICLASS/MULTICLASS BLUETOOTH OSDP UPGRADE	Each	90.25
HID-UPG-A-921	R10/RP10 ICLASS/MULTICLASS BLUETOOTH OSDP UPGRADE	Each	90.25
HM-BASE-OP	ON-PREMISES HEALTH MONITORPLUS BASE LICENSE. INSTALLED ON	Each	2125.00
HM-MSRV-OP-1Y	ON-PREMISES HEALTH MONITORPLUS INDIVIDUAL IP-SERVER LICENSE	Each	212.50
HM-MSRV-OP-5Y	ON-PREMISES VI HEALTH MONITORPLUS INDIVIDUAL IP-SERVER LICENSE	Each	850.00
HM-MSRV-OP-SUP	1YR SOFTWARE UPGRADE PROGRAM FOR HEALTH MINOTORPLUS.	Each	212.50
IPMC-API	MC API INTEGRATION INTO 3RD PARTY - 1X FEE	Each	2125.00
IPMC-CUP-UL	COMPETITIVE UPGRADE IPMC MONITOR CAST SOFTWARE FOR (1) DOOR	Each	67.96
IPMC-DBI	MC DATABASE INTEGRATION FEE - 1X FEE	Each	722.50
IPMC-IF	MC INTEGRATION FEE FROM 3RD PARTY - 1X FEE	Each	2125.00
IPMC-UL	MONITOR CAST LICENSE PER DOOR FEE FOR VI/MONITOR CAST VMS	Each	169.15
IPMC-UL-AD	ADD-ON MONITOR CAST LICENSE PER DOOR FEE FOR VI/MONITOR CAST	Each	67.15
IPSV-BRF-CAM	VI, BRIEFCAM INTEGRATION ACTIVATION LICENSE. ONE NEEDED PER IP	Each	403.75
IPSV-CUP-3Y		Each	67.99
IPSV-CUP-UL	VMS COMPETITIVE UPGRADE CAMERA LICENSE PER CAMERA INCLUDING	Each	67.96
IPSV-C-UL	VMS CAMERA LICENSE PER CAMERA INCLUDING UNLIMITED SUP FOR	Each	169.15
IPSVS-AD-JCS	PANASONIC JOYSTICK SUPPORT LICENSE; VI 7.4 OR LATER. INCLUDES	Each	169.15
IPSVS-AD-NVR	INTEGRATION LICENSE WITH PANASONIC NVR (WJ-ND400 SERIES, NV300	Each	595.00
IPSVS-AD-TRANS-UL	MOBILE NVR LICENSE FOR DATA OFFLOADING AND GPS PLAYBACK WITH	Each	1275.00
IPSVS-AD-VW	VI VIDEO WALLPLUS LICENSE FOR GENERAL USE. THIS LICENSE IS NEEDED	Each	1700.00
IPSVSE-CUP-3Y		Each	424.99
IPSVSE-CUP-UL	VMS COMPETITIVE UPGRADE ENTERPRISE SERVER LICENSE PER OS	Each	509.96
IPSVSE-HM		Each	2975.00
IPSVSE-UL	VMS ENTERPRISE SERVER LICENSE PER OS	Each	1275.00
IPSVS-THERMAL-UL	ADVANCED VI THERMAL PLUG-IN FOR VI MONITORPLUS AND MOBOTIX	Each	254.15
IPSVSX-UL	VMS EXPRESS SERVER LICENSE PER OS	Each	0.01

IPSV-THERMAL-UL-PN	ADVANCED VI THERMAL PLUG-IN FOR VI MONITORPLUS AND MOBOTIX M16 S16 CAMERAS. PLUG-IN ENABLES, EASY NAVIGATION, QUICK <del>REGION BASED TEMP DETECTION, ON SCREEN TEXT OVERLAYS, IN-APP</del>	Each	254.15
IPSV-VI-TV-PLS	PER SERVER ACTIVATION KEY FOR UNLIMITED VI TV+ CLIENTS ON SAID VI	Each	212.50
M16-R079-VI	MOBOTIX M16 CAMERA WITH 45 DEGREE FOV THERMAL LENS AND	Each	5311.53
M16-R090-VI	MOBOTIX M16 CAMERA WITH 35 DEGREE FOV THERMAL LENS AND	Each	5311.53
M16-R119-VI	MOBOTIX M16 CAMERA WITH 25 DEGREE FOV THERMAL LENS AND	Each	5311.53
M16-R237-VI	MOBOTIX M16 CAMERA WITH 17 DEGREE FOV THERMAL LENS AND	Each	5311.53
M-200-P	2MP PTZ H.265/H.264/, AC24V/DC24V/POE, MICRO SD CARD SLOT,	Each	1211.25
M-44-V-T	4MP TURRET VARIFOCAL 2.8-12MM LENS BUILT IN MIC WITH IR 120DB	Each	289.00
M-44-V-T-V2		Each	289.00
M-45-FW	4MP LOW PROFILE INDOOR DOME CAMERA BUILT IN MIC 2.8MM LENS	Each	255.00
M-45-FW-V2		Each	255.00
M-46-F	4MP MINI DOME INDOOR/OUTDOOR FIXED 4MM LENS WITH IR 120DB	Each	255.00
M-46-F-V2		Each	255.00
M-46-FW-V2		Each	255.00
M-46-V	4MP DOME 2688 1520:30FPS, H.265/H.264/MJPEG, WDR, IP67, IK10, 2.8-	Each	284.75
M-49-V	4MP BULLET 2688 1520:30FPS, H.265/H.264/MJPEG, WDR, IP67, 2.8-	Each	284.75
M-5360		Each	488.75
M-87-V	4K DOME INDOOR/OUTDOOR MOTORIZED VARIFOCAL 2.8MM-12MM	Each	463.25
M-89-F-L	8MP BULLET (3840 2160) H.265/H.264/MJPEG, 120DB WDR 4MM FIXED	Each	361.25
M-CM	PTZ DOME INDOOR PENDANT CEILING MOUNT FOR M-200-P	Each	12.96
MERCURY-LP1501	POE+ EDGE-CAPABLE INTELLIGENT CONTROLLER (2 RDRS, 2 INPUTS, 2	Each	727.01
MERCURY-LP1502	INTELLIGENT CONTROLLER (2 RDRS, 8 INPUTS, 4 OUTPUTS)	Each	1692.55
MERCURY-LP2500	SPECIAL ORDER INTELLIGENT CONTROLLER (NO ONBOARD IO)	Each	1723.80
MERCURY-LP4502	SPECIAL ORDER INTELLIGENT CONTROLLER W/ EXTENDED APPLICATIONS	Each	2193.14
MERCURY-MR16IN-S3	16 CHANNEL INPUT EXPANSION BOARD, REQUIRES (RS485) CONNECTION FOR COMMUNICATION	Each	790.60
MERCURY-MR16OUT-S3		Each	790.60
MERCURY-MR50-S3	MR-50; READER INTERFACE MODULE (1 RDR, 2 INPUTS, 2 OUTPUTS)	Each	369.61
MERCURY-MR52-S3B		Each	775.71

MERCURY-MR62E	READER INTERFACE MODULE W/ POE+ (2 RDRS, 6 INPUTS, 4 OUTPUTS)	Each	783.27
MERCURY-MRDT	DISPLAY TERMINAL	Each	450.66
MERCURY-MUX8	RS-232/485 TO 8 CHANNEL MUX	Each	652.70
M-FM	FLUSH MOUNT FOR M-87-V	Each	30.60
MIC-LR-1	LOUROE LE-770 MICROPHONE 20' OF 3.5 STEREO CABLE INCLUDED	Each	250.75
MID-SUB-T100		Each	3.40
M-JB	ROUND JUNCTION BOX FOR M-87-V	Each	20.40
M-JB-MINI	ROUND JUNCTION BOX FOR M-46-F, M-46-FW AND M-45-FW	Each	16.15
M-JB-MINI-B	ROUND JUNCTION BOX FOR M-49-V, M-89-F-L	Each	23.16
M-JB-T	ROUND JUNCTION BOX FOR M-44-V-T	Each	16.15
MOBOTIX-S16-BUNDLE	KIT: MX-S16B, MX-FLEX-OPT-CBL-3+ VI CAMERA LICENSE	Each	850.00
MOBOTIX-THERM-CMB1		Each	5100.00
MOBOTIX-THERM-CMB2		Each	6651.25
M-PARAPET	PTZ PARAPET MOUNT FOR M-200-P	Each	132.60
M-PENDANT	NPT 3/4 PENDANT NEEDS ROUND JUNCTION BOX M-JB, M-JB-MINI, M-JB-	Each	14.45
M-PENDANT-EX	PENDANT EXTENSION 7.75 INCH NEED M-PENDANT AND ROUND	Each	10.41
M-PM	POLE MOUNT / NEED WALL MOUNT FOR ASSOCIATED M-SERIES CAMERA	Each	20.40
M-PM-B	POLE MOUNT / NEED M-JB-MINI-B FOR M-49-V, M-89-F-L	Each	19.13
M-PTZ-CNR	PTZ DOME CORNER MOUNT FOR M-200-P	Each	25.29
M-PTZ-JB	12-INCH JUNCTION BOX FOR M-200-P	Each	147.05
M-PTZ-PENDANT		Each	29.75
M-PTZ-PENDANT-EX-L		Each	29.75
M-PTZ-PENDANT-EX-S		Each	17.00
M-PTZ-PM	POLE MOUNT ADAPTER FOR M-200-P	Each	27.63
M-PTZ-WM	PTZ DOME WALL MOUNT FOR M-200-P	Each	27.63
MR-12MP080SBV/1	8mm lens for WV-SBV111/131M 1-Pack	Each	21.25

MR-12MP080SBV/10	8mm lens for WV-SBV111/131M 10-Pack	Each	210.80
MR-8C-I3-1TB-W-V1		Each	4964.00
MR-8C-I3-2TB-W-V1		Each	5448.50
MR-8C-I3-4TB-W-V1		Each	6434.50
MR-BAT-8C		Each	918.00
MR-M12POE8PORT	8-Port EN50155 PoE Unmanaged Ethernet	Each	1549.55
MR-MRAANTIVIB	3-axis anti-Vibration/Shock kit	Each	198.90
MR-MRAANTIVIBWMP	3-axis anti-Vibration/Shock kit with mounting plate	Each	340.00
MR-MRSHROUD2	SHROUD FOR COMPACT DOME CAMERA, SFV110, SFV130, S3XXX SERIES.	Each	83.30
MR-SBVGASKET	Camera Gasket and Molded Ring	Each	42.50
MT11	MT11 Schlage Smart Multi-Technology Mullion 200-bit (13.56MHz &	Each	359.55
MT15	Enrollment Reader: Allegion MT15 Schlage Multi-Technology Single Gang	Each	359.55
MTK15	MTK15 Schlage Multi-Technology Single Gang w/Keypad 200-bit	Each	575.45
M-WM-JB	WALL MOUNT WITH JUNCTION BOX FOR M-87-V	Each	48.45
M-WM-JB-MINI	WALL MOUNT WITH JUNCTION BOX FOR M-46-F, M-46-FW AND M-45-	Each	45.05
M-WM-T	WALL MOUNT WITH JUNCTION BOX FOR M-44-V-T	Each	48.45
NVR-DTL-1-16TB-V4		Each	4802.50
NVR-DTL-1-36TB-V4		Each	5737.50
NVR-DTL-1-48TB-V4		Each	6205.00
NVR-DTL-1-64TB-V4		Each	6757.50
NVR-DTL-1-80TB-V4		Each	7883.75
NVR-R-1-12TB-V4		Each	5847.58
NVR-R-1-36TB-V4		Each	14621.73
NVR-R-1-48TB-V4		Each	15502.52
NVR-R-1-60TB-V4		Each	16383.32
NVR-R-2-112TB-V4		Each	33149.15
NVR-R-2-144TB-V4		Each	36121.57
NVR-R-2-176TB-V4		Each	67561.40
NVR-R-2-224TB-V4		Each	38824.60
NVR-R-2-256TB-V4		Each	79730.00

NVR-R-2-288TB-V4		Each	86292.00
NVR-R-2-336TB-V4		Each	52275.00
NVR-R-2-384TB-V4		Each	54612.50
NVR-R-2-500TB-V4		Each	63405.75
NVR-R-2-84TB-V4		Each	30514.15
NVR-R-2-96TB-V3A	SPECIAL ORDER UNIT- I-PRO SR2E, DUAL XEON SILVER 8 CORE, 16	Each	15937.50
NVR-RL-1-12TB-V4		Each	4585.75
NVR-RL-1-16TB-V4		Each	4823.75
NVR-RL-1-20TB-V4		Each	5312.50
NVR-RL-1-36TB-V4		Each	6710.75
NVR-RL-1-48TB-V4		Each	7288.75
NVR-RL-1-64TB-V4		Each	9345.75
NVR-RL-1-80TB-V4		Each	10157.50
NVR-RL-1-8TB-V4		Each	3663.50
NVR-RL-2-128TB-V4		Each	21207.50
NVR-RL-2-160TB-V4		Each	23336.75
NVR-RL-2-176TB-V4		Each	27582.50
NVR-RL-2-192TB-V4		Each	29176.25
NVR-RL-2-220TB-V4		Each	31955.75
NVR-RL-2-240TB-V4		Each	33060.75
NVR-RL-2-320TB-V4		Each	41645.75
NVR-RL-2-400TB-V4		Each	50145.75
NVR-RL-2-48TB-V4		Each	13982.50
NVR-RL-2-60TB-V4		Each	14875.00
NVR-RL-2-72TB-V4		Each	16107.50
NVR-RL-2-84TB-V4		Each	16532.50
NVR-RL-2-96TB-V4		Each	18275.00
NVR-SFL-1-16TB-V4		Each	2800.75
NVR-SFL-1-20TB-V4		Each	3102.50
NVR-SFL-1-4TB-V4		Each	2205.75
NVR-SFL-1-8TB-V4		Each	2375.75

ONSITETRAININGD	TECHNICAL TRAINING CLASS FEE ONSITE 2 DAYS-DEALERS ONLY	Each	2550.00
ONSITETRAININGEU	TECHNICAL TRAINING CLASS FEE ONSITE 1 DAY - END USERS ONLY	Each	1275.00
PACA4	Corner Mount Adaptor	Each	153.94
PACA4B	Corner Mount Adaptor for PWM20G series and WV-Q122A-Beige	Each	129.20
PACA4GR	Corner Mount Adaptor f/PWM20, PWM40, WV-Q122A-Pantone Gray	Each	125.80
PACA4W	CORNER MOUNT ADAPTOR WHITE	Each	88.06
PAPM4		Each	65.45
PAPM4B		Each	65.45
PAPM4GR	Pole Mount Adaptor f/PWM20, PWM40, WV-Q122A-Pantone Gray	Each	93.50
PAPM4W	POLE MOUNT ADAPTOR WHITE	Each	65.45
PCM485S	Corner Mount, Wall Mount, and Shroud kit f/Outdoor Vandal Cameras	Each	238.85
PLA22T3DN	1/3" CS-Mount 2.2mm, F=1.2, wide-angle lens	Each	93.50
PLAMP0550	1/3"" Megapixel lens, 5-50mm, auto iris	Each	190.40
PLAMP0850A	1/2.7 8-50mm 3MP lens	Each	365.91
PLAMP0922	9-22MM MEGAPIXEL 1/3 INCH LENS	Each	121.55
PLAMP2206	1/3"" Megapixel lens, 2.2mm	Each	134.30
PLAMP2808	2.8-8mm, Auto DC Iris F1.2, Megapixel Lens	Each	107.95
PLAMP2808A	1/2.7 2.8-8mm 3MP lens	Each	235.23
PLAMP2812	1/3"" Megapixel lens, 2.8-12mm, auto iris	Each	129.20
PLM12MP019/1	1/3"" Mega pixel lens, M12 mount, 1.95mm, QTY: 1	Each	15.30
PLM12MP028/1	1/3"" Mega pixel lens, M12 mount, 2.8mm, QTY: 1	Each	23.80
PLM12MP060/1	1/3"" Mega pixel lens, M12 mount, 6.0mm, QTY: 1	Each	16.15
PLM12MP060/10	1/3"" Mega pixel lens, M12 mount, 6.0mm, 10 count	Each	135.15
PLM12MP120/1	1/3"" Mega pixel lens, M12 mount, 12mm, QTY: 1	Each	19.55
PLM12MP120/10	1/3"" Mega pixel lens, M12 mount, 12mm, 10 count	Each	172.55
PLZ15/33	1/3 CS-Mount 15-50mm, F=1.5, vari-focal lens	Each	155.55
PLZ5/10A	5.0 - 50.0MM 10.0X VARI-FOCAL LENGTH, AUTO IRIS LENS, DAY/NIGHT,	Each	168.89
PPM484S	Outdoor pole mount bracket for WV-CW and WV-SW series cameras,	Each	325.26
PPM485S	Pole Mount, Wall Mount, and Shroud Kit f/Outdoor Vandal Cameras	Each	205.70
PPRM35W	PARAPET MOUNT FOR OUTDOOR CAMERAS. 1-1/2" NPT ANSI MALE	Each	315.37
PRCM8	RECESSED CEILING MOUNT FOR MULTI-SENSOR CAMERA, WV-X85XX, WV-	Each	218.49

PROSERV-IS-CONSULT		Each	1700.00
PROSERV-IS-TRAVEL		Each	1530.00
PS485S	Shroud Only for Outdoor Vandal Dome Cameras	Each	38.25
PS485W	SHROUD FOR OUTDOOR VANDAL DOME CAMERA WHITE	Each	38.25
PS781	Shroud for WV-SFV781L, Beige	Each	69.70
PS781W	SHROUD BRACKET, WHITE COLOR COMPATIBLE PRODUCTS: WV-	Each	69.70
PUM9	PENDANT / WALL MOUNT FOR INDOOR BOX CAMERAS. COMPATIBLE	Each	17.38
PWD40PURZ	4TB HARD DRIVE	Each	350.63
PWD62PURZ	6TB HARD DRIVE	Each	557.81
PWM20GB	Goose neck wall mount bracket, beige	Each	139.04
PWM25GS	Gooseneck Wall Mount, Silver	Each	63.06
PWM25W	GOOSENECK WALL MOUNT FOR OUTDOOR CAMERAS. 1-1/2" NPT ANSI	Each	44.14
PWM40	Wall Mount for Outdoor Vandal Dome Cameras- Silver	Each	62.05
PWM40W	WALL MOUNT FOR OUTDOOR VANDAL DOME CAMERA WHITE	Each	43.44
PWM485S	Wall Mount and Shroud for Outdoor Vandal Dome Cameras- Silver	Each	100.30
PWM485W	PS485W AND PWM40W, WALL MOUNT AND SHROUD FOR OUTDOOR	Each	100.30
PWM71W		Each	91.56
PWM781	Gooseneck Wall Mount and Shroud for WV-SFV781L, Beige	Each	148.75
PWM850	WALL MOUNT AND SHROUD PACKAGE FOR X8570/S8530/SFV781	Each	148.75
PWM850W	WALL MOUNT AND SHROUD PACKAGE (PS781W+PWM40W), WHITE	Each	148.75
SERVICE-VIG	LABOR AND SERVICES	Each	0.01
ST-DEPCIC5IN200	Security Camera Installation Service - Install plenum Cat5e drop for	Each	242.89
ST-DEPCIINDS	Security Camera Installation - Indoor Camera - simple pendulum hang	Each	51.28
ST-DEPCILABOR	One hour of labor for security installation solutions.	Each	101.20
ST-DEPCIOUTD	Security Camera Installation - Outdoor Camera - difficult mount or height	Each	182.16
ST-DEPCISURVEY	Security Camera Installation Site Survey to determine camera placement	Each	202.41
ST-SECCJLABOR	"Partner Specific - C&J Security Services, Inc. - Labor rate to be applied to	Each	102.00
ST-SECLABOR	LABOR RATE TO BE APPLIED TO ALL TYPES OF DIAGNOSTIC, REPAIR,	Each	850.00
SUP-IP	VMS SOFTWARE UPGRADE PROGRAM - INCLUDES ALL IP SOFTWARE	Each	21.25
SUP-UL	VMS UNLIMITED SUP - SOFTWARE UPGRADE PROGRAM FOR ALL	Each	50.96



TA-131-PM		Each	70.99
TA-201-WM		Each	51.81
TA-60B-PB		Each	42.21
TA-SP-A1SC15-VI		Each	702.26
TECHNICALTRAINING	TECHNICAL TRAINING CLASS FEE 3 DAYS- DEALERS ONLY	Each	679.15
VAX-IPRO-LPR-EDG	EDGE LPR LICENSE FOR COMPATIBLE I-PRO AI-ENABLED IP CAMERA FOR	Each	947.75
WARRANTY-SRL1-XL		Each	1235.11
WARRANTY-SRL2-3		Each	1858.91
WELCOMEKITIS	DEMO CAMERA AND TRAINING BUNDLE	Each	850.00
WJGXE500	H.264 4 channel Encoder	Each	758.20
WJ-HXE400/36000T4	H.265 Network Video Recorder, 36TB (4TBx9)	Each	7303.29
WJ-HXE400/4000T4	H.265 Network Video Recorder, 4TB (4TBx1)	Each	4251.91
WJ-HXE400/54000T6	H.265 Network Video Recorder, 54TB (6TBx9)	Each	9347.84
WJ-HXE400/6000T6	H.265 Network Video Recorder, 6TB (6TBx1)	Each	4479.29
WJ-NU101K		Each	765.37
WJ-NU201K		Each	831.78
WJ-NU300K		Each	931.35
WJ-NU301K		Each	1098.97
WJ-NX200/12000T6	H.265 Network Video Recorder, 12TB (6TBx2)	Each	2578.43
WJ-NX200/4000T4	H.265 Network Video Recorder, 4TB (4TBx1)	Each	1694.40
WJ-NX200/6000T6	H.265 Network Video Recorder, 6TB (6TBx1)	Each	1929.96
WJ-NX200KP	9-16CH NVR H.265/H.264 W/ NO HDD	Each	1290.35
WJ-NX300/4000T4	H.265 NETWORK VIDEO RECORDER, 4TB (4TBX1)	Each	3165.06
WJ-NX300/6000T6	H.265 NETWORK VIDEO RECORDER, 6TB (6TBX1)	Each	3366.06
WJ-NX300KP	16-32CH NVR H.265/H.264 W/ NO HDD	Each	2701.93
WJ-NX400/36000T4	H.265 Network Video Recorder, 36TB (4TBx9)	Each	11416.95
WJ-NX400/4000T4	H.265 Network Video Recorder, 4TB (4TBx1)	Each	8362.85
WJ-NX400/54000T6	H.265 Network Video Recorder, 54TB (6TBx9)	Each	13461.51
WJ-NX400/6000T6	H.265 Network Video Recorder, 6TB (6TBx1)	Each	8590.23
WJ-NX400KP	64-128 CH NVR H.265/H.264 W/ NO HDD	Each	7820.99
WJ-NXE20W	EXTENSION LICENSE FOR NX200, 9CH TO 16CH	Each	468.35

WJ-NXE30W	EXTENSION LICENSE FOR NX300, 8CH LICENSE	Each	468.35
WJ-NXE40W	32 Channel Extension License for WJ-NX400	Each	3191.75
WJ-NXR30W	EXTENSION LICENSE FOR NX300, ENABLE RAID	Each	468.35
WJ-NXS01W	Secure Communications 1 channel license	Each	183.60
WJ-NXS04W	Secure Communications 4 channel license	Each	391.00
WJ-NXS16W	Secure Communications 16 channel license	Each	1080.35
WJ-NXS32W	Secure Communications 32 channel license	Each	1746.75
WJ-PC200	Coaxial-LAN Converter, Camera side, 1ch	Each	195.54
WJ-PR201	Coaxial-LAN Converter, Receiver side, 1ch	Each	220.10
WJ-PR204	Coaxial-LAN Converter, Receiver side, 4ch	Each	572.08
WJ-PU201		Each	156.49
WS-SFL-1-ITG-V4		Each	1695.75
WS-TL-1-MWS-V4		Each	2779.50
WS-TL-1-RTD-V4		Each	3825.00
WS-TL-1-VW-V4		Each	3038.75
WV-ASE202W	Security Camera Software Key	Each	681.70
WV-ASE203W	Security Camera Software Key	Each	681.70
WV-ASE205W	Visibility Enhancement Extension: Fog, Snow, Sand, Rain, Noise Reduction	Each	9455.40
WV-ASE902W	ASM970 Extension Software for 64 Monitor Screens	Each	1056.55
WV-ASM300UGW	Upgrade license for ASM300	Each	650.25
WV-ASM300W	i-Pro Video Management Software	Each	1301.35
WV-CF5SA	Smoke dome for SFN/SF33X/SF53X	Each	13.60
WV-CR1S	Smoke dome for SFR series	Each	48.45
WVCS5C	Clear dome cover for SC588	Each	106.25
WVCS5S	Smoke dome cover for SC588	Each	106.25
WV-CU980	ETHERNET SYSTEM CONTROLLER FOR ASM300/VIDEO INSIGHT	Each	2450.55
WVCW6SA	Smoke Dome for WV-SW155/WV-SW152	Each	12.75
WV-CW7CN	CLEAR DOME WITH CLEARSIGHT COATING FOR OUTDOOR VANDAL	Each	75.26
WV-CW7S	Smoke dome cover for CW504/SFV Series	Each	48.45
WV-CW7SN	Smoked dome with Clearsight coating for Outdoor Vandal Dome Camera	Each	91.80
WV-PM500		Each	104.32

WV-Q105A	Direct ceiling mount for CS584 dome camera	Each	70.21
WV-Q118B	Wall Mount Option for WVCS584	Each	229.50
WVQ119	Wall Mount Bracket for SC588	Each	180.20
WV-Q120A	Back mounting box for SW314/316/316L	Each	73.95
WV-Q121B	Ceiling Mount Bracket for ULTRA360 and PTZ Cameras	Each	247.35
WV-Q122A	Wall Mount Bracket for SW599	Each	333.20
WV-Q124	Mount Bracket	Each	113.90
WV-Q126A	Embedded ceiling mount bracket for the WV-SC386 and WV-CS584	Each	164.05
WV-Q158C	WALL MOUNT BRACKET FOR S6130, CLEAR	Each	234.60
WV-Q158S	WALL MOUNT BRACKET FOR S6130, SMOKED	Each	234.60
WV-Q159C	EMBEDDED CEILING MOUNT FOR S6130, CLEAR	Each	205.70
WV-Q159S	EMBEDDED CEILING MOUNT FOR S6130, SMOKED	Each	205.70
WV-Q160C	INDOOR DOME COVER FOR S6130, CLEAR	Each	120.70
WV-Q160S	INDOOR DOME COVER FOR S6130, SMOKED	Each	120.70
WV-Q161	INNER DOME COVER FOR S6130	Each	48.45
WV-Q169A	Embedded ceiling mount bracket, compatible with SFV Series	Each	267.75
WV-Q174B	Ceiling mount bracket for SFN/SFR/SF33X Series	Each	79.05
WV-Q202	Rackmount for WJ-NX200/300	Each	22.10
WVQ204/1S	Mounting bracket for GXD400 (1 unit)	Each	131.75
WVQ204/2S	Mounting bracket for GXE500 and GXD400 (2 units)	Each	113.05
WV-Q7118	Sun Shade for SFV6xx/SFV3xx	Each	83.30
WV-QAT100		Each	47.60
WV-QAT501-S	ATTACHMENT PIPE FOR CONNECTING IPRO OUTDOOR PTZ OR SHROUD	Each	70.58
WV-QAT501-W		Each	70.58
WV-QAT502-G	GANGBOX ADAPTER, COMPATIBLE WITH WV-	Each	42.96
WV-QAT502-W	GANGBOX ADAPTER, COMPATIBLE WITH WV-	Each	42.96
WV-QCA500A	RJ45 ETHERNET CABLE, INCLUDING WATERPROOF CONNECTOR AND THE	Each	30.68
WV-QCA500APK	RJ45 ETHERNET CABLE, INCLUDING WATERPROOF CONNECTOR AND THE	Each	245.48
WV-QCA501A	MULTI I/O CABLE FOR ALARM IN/OUT, 12V DC INPUT, AUDIO IN/OUT,	Each	42.97
WV-QCA501APK	MULTI I/O CABLE FOR ALARM IN/OUT, 12V DC INPUT, AUDIO IN/OUT,	Each	343.68
WV-QCD100C-W		Each	120.67

WV-QCD100G-W		Each	120.67
WV-QCL101-B	PENDANT MOUNT BRACKET /1 PART (BLACK), MADE-TO-ORDER MODEL	Each	111.38
WV-QCL101-W	PENDANT MOUNT BRACKET /1 PART (WHITE)	Each	77.97
WV-QCL102-B		Each	73.02
WV-QCL102-W		Each	73.02
WV-QCL500-S	PTZ CEILING MOUNT BRACKET (SILVER)	Each	156.49
WV-QCL500-W		Each	109.55
WV-QCL501-B		Each	242.65
WV-QCL501S-W		Each	484.17
WV-QCL501-W	CEILING MOUNT BRACKET (SAME SHAPE AS WV-Q121B) WHITE	Each	242.65
WV-QCN500-B		Each	93.52
WV-QCN500-W		Each	93.52
WV-QDC100C-W		Each	103.04
WV-QDC100G-W		Each	103.04
WV-QDC101C		Each	18.41
WV-QDC102C		Each	30.68
WV-QDC200C		Each	46.04
WV-QDC500C		Each	36.81
WV-QDC500S	SMOKE DOME COVER, COMPATIBLE WITH U SERIES FIXED DOME	Each	36.81
WV-QDC501C		Each	82.85
WV-QDC501G	SMOKE DOME COVER, COMPATIBLE WITH WV-S857X/S856X/S854X	Each	83.46
WV-QDC502C		Each	73.64
WV-QDC502G		Each	73.64
WV-QDC503C		Each	119.68
WV-QDC503CN		Each	214.80
WV-QDC503G		Each	121.57
WV-QDC504C		Each	46.04
WV-QDC505C		Each	15.34
WV-QDC506C		Each	61.37
WV-QDC507C		Each	61.37
WV-QED100C-W		Each	205.42

WV-QED100G-W		Each	205.42
WV-QEM100-B	EMBEDDED CEILING MOUNT BRACKET (SAME SHAPE AS WV-Q174B)	Each	77.37
WV-QEM100-W	EMBEDDED CEILING MOUNT BRACKET (SAME SHAPE AS WV-Q174B)	Each	54.15
WV-QEM101-W		Each	112.68
WV-QEM500-W	EMBEDDED CEILING MOUNT BRACKET (SAME SHAPE AS WV-Q169A)	Each	183.68
WV-QEM501-W		Each	54.15
WV-QEM502-W		Each	77.37
WV-QEM503-W		Each	92.06
WV-QEM504-W		Each	92.06
WV-QEM505-W		Each	107.39
WV-QEM506-B		Each	279.24
WV-QEM506-W		Each	279.24
WV-QJB500-B		Each	50.46
WV-QJB500-G	BACKBOX BRACKET FOR OUTDOOR BOX CAMERA (GRAY)	Each	72.08
WV-QJB500-W	BACKBOX BRACKET FOR OUTDOOR BOX CAMERA (WHITE)	Each	50.46
WV-QJB501-W	BASE MOUNT BRACKET FOR OUTDOOR DOME CAMERA (WHITE)	Each	54.55
WV-QJB502A-B		Each	55.23
WV-QJB502A-W		Each	55.23
WV-QJB502-G	CEILING SURFACE MOUNT BRACKET. BACKBOX FOR ANSI NPSM	Each	38.67
WV-QJB502-W	CEILING SURFACE MOUNT BRACKET. BACKBOX FOR ANSI NPSM	Each	55.23
WV-QJB503-W	CEILING SURFACE MOUNT BRACKET. BACKBOX FOR ANSI NPSM	Each	43.63
WV-QJB504-W		Each	77.94
WV-QJB505-W		Each	77.94
WV-QLR100-B		Each	104.32
WV-QLR100-W		Each	104.32
WV-QPL500-B		Each	210.14
WV-QPL500-W		Each	93.52
WV-QRM001		Each	55.23
WV-QRM101		Each	55.23
WV-QRM201		Each	30.68
WV-QSR100-B		Each	39.90

WV-QSR100-W		Each	39.90
WV-QSR500-W	SUN SHADE BRACKET (SAME SHAPE AS WV-Q7118) WHITE	Each	81.07
WV-QSR501-B	SHROUD BRACKET (SAME SHAPE AS WV-Q124) BLACK, MADE-TO-ORDER	Each	111.52
WV-QSR501F1-W		Each	68.73
WV-QSR501F-W		Each	98.19
WV-QSR501M1-W		Each	98.19
WV-QSR501M-W		Each	98.19
WV-QSR501S-W		Each	122.75
WV-QSR501-W	SHROUD BRACKET (SAME SHAPE AS WV-Q124) WHITE	Each	111.52
WV-QSR502A-W	SHROUD BRACKET, COMPATIBLE WITH WV-X85XX/S85XX AND WV-	Each	49.10
WV-QSR503F1-W	SHROUD BRACKET (ANSI Female Thread), COMPATIBLE WITH WV-	Each	42.96
WV-QSR503M1-W	SHROUD BRACKET (ANSI Male Thread), COMPATIBLE WITH WV-	Each	61.37
WV-QSR503-W	SHROUD BRACKET (4 holes), COMPATIBLE WITH WV-	Each	49.10
WV-QSR504-B		Each	61.37
WV-QSR504F1-W		Each	42.96
WV-QSR504F-W		Each	61.37
WV-QSR504M1-W		Each	61.37
WV-QSR504M-W		Each	61.37
WV-QSR504S-W		Each	107.39
WV-QSR504-W		Each	61.37
WV-QSR505-B		Each	42.97
WV-QSR505-W		Each	42.97
WV-QSR506F1-W		Each	61.37
WV-QSR506F-W		Each	61.37
WV-QSR506M1-W		Each	61.37
WV-QSR506M-W		Each	61.37
WV-QSR506S-W		Each	107.39
WV-QSR506-W		Each	61.37
WV-QSR507-B		Each	92.06
WV-QSR507F1-B		Each	92.06
WV-QSR507F1-W		Each	92.06

WV-QSR507F-B		Each	92.06
WV-QSR507F-W		Each	92.06
WV-QSR507M1-B		Each	92.06
WV-QSR507M1-W		Each	92.06
WV-QSR507M-B		Each	92.06
WV-QSR507M-W		Each	92.06
WV-QSR507-W		Each	92.06
WV-QSR508-B		Each	92.06
WV-QSR508F1-B		Each	92.06
WV-QSR508F1-W		Each	92.06
WV-QSR508F-B		Each	92.06
WV-QSR508F-W		Each	92.06
WV-QSR508M1-B		Each	92.06
WV-QSR508M1-W		Each	92.06
WV-QSR508M-B		Each	92.06
WV-QSR508M-W		Each	92.06
WV-QSR508-W		Each	92.06
WV-QWD100C-W		Each	234.77
WV-QWD100G-W		Each	234.77
WV-QWL100-W		Each	123.74
WV-QWL500-B	INTEGRATED WALL MOUNT BRACKET (BLACK), COMPATIBLE WITH WV-	Each	74.55
WV-QWL500-G	INTEGRATED WALL MOUNT BRACKET (Gray), compatible with WV-U2xxx,	Each	52.18
WV-QWL500-W	INTEGRATED WALL MOUNT BRACKET (White), compatible with WV-	Each	52.18
WV-QWL501-B	WALL MOUNT BRACKET (SAME SHAPE AS WV-Q122A) BLACK, MADE-TO-	Each	326.76
WV-QWL501S-W		Each	576.98
WV-QWL501-W	WALL MOUNT BRACKET (SAME SHAPE AS WV-Q122A) WHITE	Each	326.76
WV-QWL502-W		Each	144.22
WV-S1111	720P H.265 Indoor Box Style Camera	Each	763.98
WV-S1136	1080P INDOOR BOX CAMERA WITH AI ENGINE, H.265/H.264/MJPEG,	Each	617.89
WV-S1136A		Each	617.89
WV-S1536LA		Each	793.19

WV-S1536LA-B		Each	793.19
WV-S1536LN	1080P OUTDOOR VANDAL RESISTANT BOX CAMERA WITH AI ENGINE,	Each	793.19
WV-S1536LN-B	1080P OUTDOOR VANDAL RESISTANT BOX CAMERA WITH AI ENGINE,	Each	793.19
WV-S1536LNS		Each	1733.83
WV-S1536LTA		Each	875.01
WV-S1536LTN	1080P OUTDOOR VANDAL RESISTANT BOX CAMERA WITH AI ENGINE,	Each	875.01
WV-S15500-F3L		Each	691.08
WV-S15500-F6L		Each	691.08
WV-S15500-V3LK		Each	1881.52
WV-S15500-V3LN		Each	940.87
WV-S15500-V3LN1		Each	940.83
WV-S1552L	5MP OUTDOOR VANDAL RESISTANT BOX CAMERA, H.265/H.264/MJPEG,	Each	1040.83
WV-S15600-V2LN		Each	1097.66
WV-S15700-V2LK		Each	2195.13
WV-S15700-V2LN		Each	1254.48
WV-S2110	720P H.265 Indoor Dome Camera	Each	492.04
WV-S2111L	720P H.265 Indoor Dome Camera w/IR LED	Each	539.33
WV-S2136L	1080P INDOOR DOME CAMERA WITH AI ENGINE, H.265/H.264/MJPEG,	Each	570.51
WV-S2136LA		Each	570.51
WV-S2136LA-B		Each	570.51
WV-S2136L-B	1080P INDOOR DOME CAMERA WITH AI ENGINE, H.265/H.264/MJPEG,	Each	570.51
WV-S2136LG	1080P INDOOR DOME CAMERA WITH AI ENGINE, H.265/H.264/MJPEG,	Each	570.51
WV-S2136LGA		Each	570.51
WV-S2136LGA-B		Each	570.51
WV-S2136LG-B	1080P INDOOR DOME CAMERA WITH AI ENGINE, H.265/H.264/MJPEG,	Each	570.51
WV-S2236L	1080P INDOOR VANDAL DOME CAMERA WITH AI ENGINE,	Each	596.50
WV-S2236LA		Each	596.50
WV-S2236LA-B		Each	596.50
WV-S2236L-B	1080P INDOOR VANDAL DOME CAMERA WITH AI ENGINE,	Each	596.50
WV-S2236LG	1080P INDOOR VANDAL DOME CAMERA WITH AI ENGINE,	Each	596.50
WV-S2236LGA		Each	596.50



WV-S2236LGA-B		Each	596.50
WV-S2236LG-B	1080P INDOOR VANDAL DOME CAMERA WITH AI ENGINE,	Each	596.50
WV-S22500-F3L		Each	569.98
WV-S22500-F6L		Each	569.98
WV-S22500-V3L		Each	752.68
WV-S22500-V3L1		Each	752.66
WV-S22500-V3LG		Each	752.66
WV-S22600-V2L		Each	909.47
WV-S22600-V2LG		Each	909.47
WV-S22700-V2L		Each	1066.30
WV-S22700-V2L1		Each	1066.30
WV-S22700-V2LG		Each	1066.30
WV-S2272L	4K INDOOR VANDAL RESISTANT DOME CAMERA, H.265/H.264/MJPEG,	Each	1090.47
WV-S2536LGN	1080P OUTDOOR VANDAL RESISTANT DOME CAMERA WITH AI ENGINE,	Each	719.77
WV-S2536LGNA		Each	719.77
WV-S2536LN	1080P OUTDOOR VANDAL RESISTANT DOME CAMERA WITH AI ENGINE,	Each	719.77
WV-S2536LNA		Each	719.77
WV-S2536LTN	1080P OUTDOOR VANDAL RESISTANT DOME CAMERA WITH AI ENGINE,	Each	877.50
WV-S2536LTNA		Each	877.50
WV-S25500-F3L		Each	595.85
WV-S25500-F6L		Each	595.85
WV-S25500-V3LG		Each	878.13
WV-S25500-V3LN		Each	878.14
WV-S25500-V3LN1		Each	878.13
WV-S2552L	5MP OUTDOOR VANDAL RESISTANT DOME CAMERA,	Each	1040.83
WV-S25600-V2LG		Each	1034.90
WV-S25600-V2LN		Each	1034.90
WV-S25700-V2LG		Each	1191.72
WV-S25700-V2LN		Each	1191.76
WV-S25700-V2LN1		Each	1191.72
WV-S3111L	720P H.265 INDOOR DOME IR	Each	307.91

WV-S3131L	1080P H.265 INDOOR DOME IR	Each	360.83
WV-S32302-F2L		Each	392.69
WV-S32302-F2L1		Each	392.69
WV-S32302-F2LG		Each	392.69
WV-S3511L	720P H.265 OUTDOOR VANDAL DOME IR	Each	338.22
WV-S3512LM	720P H.265 OUTDOOR VANDAL DOME IR M12	Each	507.88
WV-S35302-F2L1		Each	454.39
WV-S35302-F2LG		Each	454.39
WV-S3531L	1080P H.265 OUTDOOR VANDAL DOME IR	Each	417.40
WV-S3532LM	1080P H.265 OUTDOOR VANDAL DOME IR M12	Each	621.00
WV-S4151	5MP SENSOR INDOOR 360 DOME CAMERA, H.265/H.264/MJPEG,	Each	617.99
WV-S4156	5MP SENSOR INDOOR 360 DOME CAMERA WITH AI ENGINE,	Each	536.31
WV-S4156A		Each	536.31
WV-S4176	12MP SENSOR INDOOR 360 DOME CAMERA WITH AI ENGINE,	Each	768.29
WV-S4176A		Each	768.29
WV-S4556L	5MP SENSOR OUTDOOR VANDAL RESISTANT 360 DOME CAMERA WITH	Each	741.70
WV-S4556LA		Each	741.70
WV-S4556LM	5MP SENSOR OUTDOOR VANDAL RESISTANT 360 DOME CAMERA WITH	Each	1008.91
WV-S4556LMA		Each	1008.91
WV-S4576L	12MP SENSOR OUTDOOR VANDAL RESISTANT 360 DOME CAMERA WITH	Each	847.08
WV-S4576LA		Each	847.08
WV-S4576LM	12MP SENSOR OUTDOOR VANDAL RESISTANT 360 DOME CAMERA WITH	Each	1699.47
WV-S4576LMA		Each	1699.47
WV-S6130	1080P H.265 Indoor PTZ Style Camera 21X	Each	1409.73
WV-S61300-ZY		Each	843.80
WV-S61300-ZYG		Each	843.80
WV-S61301-Z1		Each	1080.21
WV-S61301-Z2		Each	1383.09
WV-S61302-Z4		Each	2051.25
WV-S6131	1080P H.265 Indoor PTZ Style Camera	Each	2998.62
WV-S61501-Z1		Each	1392.12

WV-S65300-ZY		Each	1001.40
WV-S65300-ZYG		Each	1001.40
WV-S65301-Z1		Each	1237.80
WV-S65301-Z1-1		Each	1237.80
WV-S65301-Z1G		Each	1237.80
WV-S65301-Z1S		Each	2178.48
WV-S65302-Z2		Each	1470.92
WV-S65302-Z2-1		Each	1470.92
WV-S65302-Z2G		Each	1470.92
WV-S6530N	1080P H.265 Outdoor PTZ 21X Zoom	Each	2350.15
WV-S6532LN	FULLHD OUTDOOR VANDAL PTZ NETWORK CAMERA, H.265, WITH 22X	Each	2601.17
WV-S65340-Z2G		Each	2133.98
WV-S65340-Z2K		Each	2973.05
WV-S65340-Z2N		Each	2133.98
WV-S65340-Z2N1		Each	2133.98
WV-S65340-Z4G		Each	2463.21
WV-S65340-Z4K		Each	3286.59
WV-S65340-Z4N		Each	2463.21
WV-S65340-Z4N1		Each	2463.21
WV-S65501-Z1		Each	1713.88
WV-S65501-Z1G		Each	1713.88
WV-S66300-Z3		Each	2032.37
WV-S66300-Z3L		Each	2188.33
WV-S66300-Z4		Each	2188.33
WV-S66300-Z4L		Each	2345.26
WV-S66600-Z3		Each	2659.48
WV-S66600-Z3L		Each	2815.45
WV-S66700-Z3		Each	2894.24
WV-S66700-Z3L		Each	3051.84
WV-S71300A-F3		Each	570.51
WV-S71300-F3		Each	570.51

WV-S8531N	4XFHD(8MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA.	Each	2100.40
WV-S85402-V2L		Each	1182.67
WV-S85402-V2L1		Each	1182.67
WV-S8543	3X4MP(12MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA	Each	1682.41
WV-S8543G		Each	1682.41
WV-S8543L	3X4MP(12MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA	Each	1975.52
WV-S8543LG		Each	1975.52
WV-S8544	4X4MP(16MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA		1975.52
WV-S8544G			1975.52
WV-S8544L	4X4MP(16MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA		2268.62
WV-S8544LG			2268.62
WV-S8563L	3X6MP(19MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA		2268.62
WV-S8563LG			2268.62
WV-S8564L	4X6MP(25MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA		2561.73
WV-S8564LG			2561.73
WV-S85702-F3L			1787.72
WV-S85702-F3L1			1787.72
WV-S8573L	3X4K(25MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA		2561.73
WV-S8573LG			2561.73
WV-S8574L	4X4K(33MP) MULTI-SENSOR OUTDOOR VANDAL RESISTANCE CAMERA		2854.84
WV-S8574LG			2854.84
WV-SBV131M	1080p Rugged Mobile Network Camera		832.19
WV-SDA032G	SDHC MEMORY CARD FOR I-PRO DEVICES (32GB) MAKE-TO-ORDER		71.49
WV-SDA064G	SDXC MEMORY CARD FOR I-PRO DEVICES (64GB) MAKE-TO-ORDER		110.01
WV-SDA128G	SDXC MEMORY CARD FOR I-PRO DEVICES (128GB) MAKE-TO-ORDER		184.30
WV-SDA256G	SDXC MEMORY CARD FOR I-PRO DEVICES (256GB) MAKE-TO-ORDER		335.61
WV-SDA512G	SDXC MEMORY CARD FOR I-PRO DEVICES (512GB) MAKE-TO-ORDER		614.13
WV-SDB032G	MICROSDHC MEMORY CARD FOR I-PRO DEVICES (32GB) MAKE-TO-		64.13
WV-SDB064G	MICROSDXC MEMORY CARD FOR I-PRO DEVICES (64GB) MAKE-TO-ORDER		102.40
WV-SDB128G	MICROSDXC MEMORY CARD FOR I-PRO DEVICES (128GB) MAKE-TO-		176.62
WV-SDB256G	MICROSDXC MEMORY CARD FOR I-PRO DEVICES (256GB) MAKE-TO-		326.80

WV-SFV110M	720p Outdoor Vandal Dome NW Cam M-cable		403.82
WV-SFV110M/10-R211	WV-SFV110M X 10UNITS PACKAGE FOR THE NYCT (R211) PROJECT		1887.64
WV-SFV130M	1080p Outdoor Vandal Dome NW Cam M-cable		547.52
WV-SPV781L	Outdoor 4K Vandal Fixed Network Camera with IR LED		2758.51
WV-SUD638	30x Full HD Aero PTZ Network Camera		8509.28
WV-SUD6FRL1	Optional IR LED unit for WV-SUD638		1276.03
WV-SW115	HD 720p Vandal-Resistant Wall Mount Network Camera		682.13
WV-U1130	FULLHD INDOOR BOX NETWORK CAMERA, H.265,		316.11
WV-U11300-V2			418.94
WV-U1130A	1080P INDOOR BOX CAMERA, H.265/H.264/MJPEG, 3.2MM FIXED LENS,		235.22
WV-U1132	FullHD Indoor Box Network Camera, H.265, V/F lens		495.87
WV-U1132A	1080P INDOOR BOX CAMERA, H.265/H.264/MJPEG, 2.9-7.3MM 2.5X		392.02
WV-U1142	4MP Indoor Box Network Camera, H.265, V/F lens		779.50
WV-U1142A	4MP INDOOR BOX CAMERA, H.265/H.264/MJPEG, 2.9-7.3MM 2.5X		470.42
WV-U1532L	FullHD Outdoor Vandal Box Network Camera, H.265, V/F lens with IR-LED		585.74
WV-U1532LA	1080P OUTDOOR VANDAL RESISTANT BULLET CAMERA,		470.42
WV-U1542LA	4MP OUTDOOR VANDAL RESISTANT BULLET CAMERA,		548.84
WV-U21300-V2L			418.94
WV-U2130LA	1080P INDOOR DOME CAMERA, H.265/H.264/MJPEG, 3.2MM FIXED		235.22
WV-U2132LA			392.02
WV-U2140LA	4MP INDOOR DOME CAMERA, H.265/H.264/MJPEG, 3.2MM FIXED LENS,		313.62
WV-U2142LA	4MP INDOOR DOME CAMERA, H.265/H.264/MJPEG, 2.9-7.3MM 2.5X		470.42
WV-U2530LA	1080P OUTDOOR VANDAL RESISTANT DOME CAMERA,		313.62
WV-U2532LA	1080P OUTDOOR VANDAL RESISTANT DOME CAMERA,		470.42
WV-U2540LA	4MP OUTDOOR VANDAL RESISTANT DOME CAMERA,		392.02
WV-U2542LA	4MP OUTDOOR VANDAL RESISTANT DOME CAMERA,		548.84
WV-U61300-ZY			685.49
WV-U61300-ZYG			717.34
WV-U61301-Z1			929.38
WV-U61301-Z2			1153.50

WV-U65300-ZY			837.11
WV-U65300-ZYG			875.99
WV-U65301-Z1			1095.80
WV-U65301-Z1G			1095.80
WV-U65302-Z2			1301.78
WV-U65302-Z2G			1301.78
WV-U85402-V2L			1037.20
WV-U85402-V2L1			1037.20
WV-X1571LN	4K H.265 OUTDOOR FIXED BOX CAMERA WITH AI ENGINE W/IR,		1596.34
WV-X2251L	5MP H.265 INDOOR VANDAL DOME CAMERA WITH AI ENGINE W/IR		1090.36
WV-X2271L	4K H.265 INDOOR VANDAL DOME CAMERA WITH AI ENGINE W/IR		1293.68
WV-X2571LN	4K H.265 OUTDOOR VANDAL DOME CAMERA WITH AI ENGINE W/IR,		1553.93
WV-X35302-F2L			681.30
WV-X35302-F2LM			681.30
WV-X4170	9MP 360 INDOOR DOME H.265		901.31
WV-X4172	12MP SENSOR INDOOR 360 DOME CAMERA, H.265/H.264/MJPEG,		873.96
WV-X4173	12MP SENSOR INDOOR 360 DOME CAMERA, H.265/H.264/MJPEG,		1235.10
WV-X4573L	12MP SENSOR OUTDOOR VANDAL RESISTANT 360 DOME CAMERA,		1368.59
WV-X4573LM	12MP SENSOR OUTDOOR VANDAL RESISTANT 360 DOME CAMERA,		1622.21
WV-X6511N	720P H.265 Outdoor PTZ 40X Zoom		3291.48
WV-X6531N	1080P H.265 Outdoor PTZ 40X Zoom		3644.37
WV-X6531NS			6257.97
WV-X6533LN	FULLHD OUTDOOR VANDAL PTZ NETWORK CAMERA, H.265, WITH 40X		3801.71
WV-X6533LNS			7228.20
WV-X65F1-W			767.50
WV-X66300-Z3LS			3720.31
WV-X66300-Z3S			3455.00
WV-X66300-Z4LS			3986.91
WV-X66300-Z4S			3720.31
WV-X66600-Z3LS			4786.40
WV-X66600-Z3S			4521.11

WV-X66700-Z3LS			5188.27
WV-X66700-Z3S			4920.37
WV-X86530-Z2			3684.84
WV-X86530-Z2-1			3684.84
WV-X86531-Z2			3919.95
WV-X86531-Z2-1			3919.95
004340		per 1,000	195.08
0023230		per 1,000	218.03
0043430		per 1,000	195.08
43460	22-04 OAS STR CMP Grn Jkt	per 1,000	195.08
416310WBT	22-04 OAS STR CMR Blk + WBT	per 1,000	214.20

416400WBT	22-06 OAS STR CMR WBT Gry Jkt	per 1,000	288.15
441220	12-02 OAS STR CL3P Wht Jkt	per 1,000	652.80
444351-30	22-06 OAS STR CMP Ylw Jkt	per 1,000	263.93
444381	22-04 UNS STR CMP Red Stp	per 1,000	168.30
445600	24-4P UNS SOL CMP C3 Wht Jkt	per 1,000	216.75
446100	4 Elem Comp Cable CMP Wht Jkt	per 1,000	1068.45
555610	24-4P UNS SOL CMP C5E Wht Jkt	per 1,000	251.18
555619	24-4P UNS SOL CMP C5E Blu Jkt	per 1,000	251.18
556600	23-4P UNS SOL CMP C6 Wht Jkt	per 1,000	350.63
4461111WBT	4 Elem Comp Cable CMR Blk Jkt	per 1,000	1013.63



665610-110DB	24-4P UNS SOL PE C5E Blk DB	per 1,000	261.38
712110VNQ	14-02 OAS STR DB TC Quad	per 1,000	599.25
713110VNQ	16-02 OAS STR DB TC Quad	per 1,000	456.45
714310VNQ	18-04 OAS STR DB TC Quad	per 1,000	544.43
761260	12-02 UNS SOL FPLP Red Jkt	per 1,000	516.38
761347	16-04 OAS SOL FPLP Gry Stp	per 1,000	465.38
761360	16-02 UNS SOL FPLP Red Jkt	per 1,000	239.70
761380	16-04 UNS SOL FPLP Red Jkt	per 1,000	430.95
767920	14-02 OAS SOL FPLP Red Jkt	per 1,000	381.23
767963	14-02 UNS SOL FPLP Ylw Stp	per 1,000	348.08

775600-110DB	23-4P UNS SOL C6 Blk DB	per 1,000	346.80
4461030	4 Elem Comp Cable CMP Ylw Jkt	per 1,000	1068.45
5556110	24-4P UNS SOL CMP C5E Red Jkt	per 1,000	251.18
5556130	24-4P UNS SOL CMP C5E Ylw Jkt	per 1,000	251.18
5556180	24-4P UNS SOL CMP C5E Gry Jkt	per 1,000	251.18
7613290	16-02 OAS SOL FPLP Wht Jkt	per 1,000	274.13
7613690	16-02 UNS SOL FPLP Wht Jkt	per 1,000	239.70
7679690	14-02 UNS SOL FPLP Wht Jkt	per 1,000	348.08
TNB-9000	43.3mm full-frame CMOS Image Sensor, Max.15fps@8K, 20fps@24MP,	Each	10200.00
PNM-9322VQP	Network vandal outdoor camera that combines Multi-sensor Multi-	Each	5270.00

PNM-9084QZ1	Wisenet P series network vandal outdoor Multi-sensor Multi-Directional	Each	1870.00
PNM-9084RQZ1	Wisenet P series network vandal outdoor Multi-sensor Multi-Directional	Each	2448.00
PNM-9084RQZ	2MP x 4ch multi-directional camera, Motorized PTRZ support, Max.	Each	2448.00
PNM-9085RQZ1	Wisenet P series network vandal outdoor Multi-sensor Multi-Directional	Each	3230.00
PNM-9085RQZ	5MP x 4ch multi-directional camera, Motorized PTRZ support, Max.	Each	3230.00
PNM-9000QB	WN7 multi head camera, 4 x 2MP @ 30fps, triple codec	Each	561.00
PNM-9002VQ	Network vandal outdoor Multi-sensor Multi-Directional dome camera,	Each	1445.00
PNM-C12083RVD	Network vandal outdoor 2CH AI IR dome camera, (6MP X 2 sensors)	Each	1742.50
PNM-12082RVD	Network vandal outdoor 2CH IR dome camera, (6MP X 2 sensors) 12MP	Each	1445.00
PNM-9000VD	Network vandal outdoor Multi-sensor Multi-Directional dome camera,	Each	935.00
PNM-8082VT	Powered by WN7, 2MP x 3CH @ 30FPS, multi directional camera, 3~6mm	Each	1445.00
PNM-9031RV	Network vandal outdoor Multi-sensor dome camera, panoramic view	Each	2295.00
PNM-C9022RV		Each	1742.50
PNM-9022V	WN7 Panoramic Multi-sensor camera, 180° view, (2MP X 4 sensors)	Each	1530.00
PND-A9081RF	4K Network AI IR Dome Camera, Max. 4K resolution, 0.05Lux@F1.6	Each	1657.50
PND-A9081RVX		Each	1453.50
PND-A9081RV	4K Network AI IR Dome Camera, Max. 4K resolution, 0.05Lux@F1.6	Each	1657.50
PNV-A9081RX		Each	1453.50
PNV-A9081R	4K Network AI IR Vandal Dome Camera, Max. 4K resolution,	Each	1827.50
PNO-A9081R	4K Network AI IR Bullet Camera, Max. 4K resolution, 0.05Lux@F1.6	Each	1742.50
PNB-A9001	4K AI Network Box Camera, Max. 4K resolution, 0.03Lux@F1.2(Color),	Each	1275.00
XNP-C9303RW		Each	4335.00
XNP-9300RW	Powered by WN7, 4K @ 30FPS resolution, 5mm~150mm (30x) lens, build	Each	4165.00
XNP-C9253R		Each	4037.50
XNP-9250R	Powered by WN7, 4K @ 30FPS resolution, 5mm~125mm (25x) lens,	Each	3867.50
XNP-C9253		Each	3825.00
XNP-9250	Powered by WN7, 4K @ 30FPS resolution, 5mm~125mm (25x) lens,	Each	3655.00
XNO-C9083R	Powered by WN7, Outdoor Network AI IR Bullet Camera, 4K resolution @	Each	1530.00
XNO-9083R	Powered by WN7, X-Plus series, Outdoor Network AI IR Bullet Camera,	Each	1657.50
XNO-9082R	Wisenet 7 X series network IR bullet camera, 4K (8MP Max) @ 30fps,	Each	1487.50
XND-C9083RV	Powered by WN7, Indoor Network AI IR Dome Camera, 4K resolution @	Each	1360.00

XNV-C9083R	Powered by WN7, Outdoor Network AI IR Vandal Dome Camera, 4K	Each	1530.00
XNV-9082R	Wisenet 7 X-plus series network IR vandal outdoor camera, 4K (8MP	Each	1487.50
XND-9083RV	Powered by WN7, X-Plus series, Indoor Network AI IR Dome Camera, 4K	Each	1487.50
XNV-9083RZ		Each	1742.50
XNV-9083R	Powered by WN7, X-Plus series, Outdoor Network AI IR Vandal Dome	Each	1657.50
XND-9082RF	Wisenet 7 X-plus series network IR flush mount camera (plenum), 4K	Each	1275.00
XND-9082RV	Wisenet 7 X-plus series network IR vandal indoor camera, 4K (8MP Max)	Each	1275.00
XNB-9003	Powered by WN7, X-Plus series, Box Camera, 8MP resolution @ 30FPS,	Each	977.50
XNB-9002	Wisenet 7 X series network box camera, 4K (8MP Max) @ 30fps, triple	Each	850.00
XNF-9010RS	Stainless steel Fisheye, powered by WN7, 1/2.3" 12MP CMOS, Max	Each	1827.50
XNF-9013RV		Each	1173.00
XNF-9010RV	Powered by WN7, 1/2.3" 12MP CMOS, Max resolution 3008x3008 @	Each	1020.00
XNF-9010RVM	Powered by WN7, 1/2.3" 12MP CMOS, Max resolution 3008x3008 @	Each	1071.00
QNV-C9083R		Each	790.50
QNO-C9083R		Each	790.50
QNV-C9011R		Each	551.65
QNF-9010	Wisenet Q series network Indoor fisheye dome camera, 12MP CMOS	Each	807.50
XNP-C8303RW		Each	4037.50
XNP-8300RW	Powered by WN7, 6MP @ 30FPS resolution, 5mm~150mm (30x) lens,	Each	3867.50
XNP-C8253R		Each	3782.50
XNP-8250R	Powered by WN7, 6MP @ 30FPS resolution, 5mm~125mm (25x)	Each	3612.50
XNP-C8253		Each	3570.00
XNP-8250	Powered by WN7, 6MP @ 30FPS resolution, 5mm~125mm (25x)	Each	3400.00
XNO-C8083R	Powered by WN7, Outdoor Network AI IR Bullet Camera, 6MP resolution	Each	1317.50
XNO-8083R	Powered by WN7, X-Plus series, Outdoor Network AI IR Bullet Camera,	Each	1487.50
XNO-8082R	Wisenet 7 X series network IR bullet camera, 6MP @ 30fps, motorized	Each	1317.50
XNV-C8083R	Powered by WN7, Outdoor Network AI IR Vandal Dome Camera, 6MP	Each	1317.50
XNV-8093R	Powered by WN7, X-Plus series, Outdoor Network AI IR Vandal Dome	Each	1700.00
XNV-8083RZ		Each	1572.50
XNV-8083RX		Each	1283.50
XNV-8083R	Powered by WN7, X-Plus series, Outdoor Network AI IR Vandal Dome	Each	1487.50

XNV-8082R	Wisenet 7 X-plus series network IR vandal outdoor camera, 6MP @ 30fps,	Each	1317.50
XND-C8083RV	Powered by WN7, Indoor Network AI IR Dome Camera, 6MP resolution	Each	1147.50
XND-8093RV	Powered by WN7, X-Plus series, Indoor Network AI IR Dome Camera,	Each	1530.00
XND-8083RVX		Each	1283.50
XND-8083RV	Powered by WN7, X-Plus series, Indoor Network AI IR Dome Camera,	Each	1317.50
XND-8082RF	Wisenet 7 X-plus series network IR flush mount camera (plenum), 6MP @	Each	1147.50
XND-8082RV	Wisenet 7 X-plus series network IR vandal indoor camera, 6MP @ 30fps,	Each	1147.50
XNB-8003	Powered by WN7, X-Plus series, Box Camera, 6MP resolution @ 30FPS,	Each	892.50
XNB-8002	Wisenet 7 X series network box camera, 6MP @ 30fps, triple codec	Each	807.50
XND-8081REV	Wisenet X powered by Wisenet 5 network IR indoor dome camera with	Each	1360.00
XNV-8081RE	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome	Each	1572.50
XNV-8081R	Wisenet X series Plus powered by Wisenet 5 IR network outdoor vandal	Each	1530.00
XND-8081RF	Wisenet X series Plus powered by Wisenet 5 IR network indoor flush	Each	1317.50
XND-8081RV	Wisenet X series Plus powered by Wisenet 5 IR network indoor vandal	Each	1317.50
XNV-8081Z	Wisenet X series Plus powered by Wisenet 5 network outdoor vandal	Each	1572.50
XND-8081VZ	Wisenet X series Plus powered by Wisenet 5 network indoor vandal	Each	1360.00
XND-8081FZ	Wisenet X series Plus powered by Wisenet 5 network indoor flush mount	Each	1360.00
XNF-8010R	Wisenet X powered by Wisenet 5 network indoor fisheye, 6MP CMOS	Each	807.50
XNF-8010RW	Wisenet X powered by Wisenet 5 network indoor fisheye (white color),	Each	807.50
XNF-8010RV	Wisenet X powered by Wisenet 5 network outdoor vandal fisheye, 6MP	Each	892.50
XNF-8010RVM	Wisenet X powered by Wisenet 5 network mobile vandal fisheye, 6MP	Each	977.50
XNV-8080RSA	Wisenet X powered by Wisenet 5 network IR stainless steel dome	Each	1870.00
XNV-8080R	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome	Each	1317.50
XNV-8020R	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome	Each	765.00
XNV-8030R	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome	Each	765.00
XNV-8040R	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome	Each	765.00
XNO-8080R	Wisenet X powered by Wisenet 5 network IR outdoor bullet camera, 5MP	Each	1317.50
XNO-8020R	Wisenet X powered by Wisenet 5 network outdoor vandal bullet camera,	Each	765.00
XNO-8030R	Wisenet X powered by Wisenet 5 network outdoor vandal bullet camera,	Each	765.00
XNO-8040R	Wisenet X powered by Wisenet 5 network outdoor vandal bullet camera,	Each	765.00
XND-8080RV	Wisenet X powered by Wisenet 5 network IR indoor vandal dome	Each	1147.50

XND-8020R	Wisenet X powered by Wisenet 5 network IR indoor vandal dome	Each	658.75
XND-8030R	Wisenet X powered by Wisenet 5 network IR indoor vandal dome	Each	658.75
XND-8040R	Wisenet X powered by Wisenet 5 network IR indoor vandal dome	Each	658.75
XND-8020F	Wisenet X powered by Wisenet 5 network flush mount dome camera,	Each	510.00
XNB-8000	Wisenet X powered by Wisenet 5 network box camera, 5MP @30fps,	Each	807.50
QNO-8010R	Wisenet Q network outdoor vandal bullet camera, 5MP @ 30fps, 2.8mm	Each	399.50
QNO-8020R	Wisenet Q network outdoor vandal bullet camera, 5MP @ 30fps, 4.0mm	Each	399.50
QNO-C8083R		Each	671.50
QNO-8080R	Wisenet Q network outdoor vandal bullet camera, 5MP @ 30fps,	Each	578.00
QNV-C8011R		Each	466.65
QNV-C8012		Each	466.65
QNV-8010R	Wisenet Q network outdoor vandal dome camera, 5MP @ 30fps, 2.8mm	Each	399.50
QNV-8020R	Wisenet Q network outdoor vandal dome camera, 5MP @ 30fps, 4.0mm	Each	399.50
QNV-C8083R		Each	671.50
QNV-8080R	Wisenet Q network outdoor vandal dome camera, 5MP @ 30fps,	Each	578.00
QND-8010R	Wisenet Q network indoor dome camera, 5MP @ 30fps, 2.8mm fixed	Each	314.50
QND-8020R	Wisenet Q network indoor dome camera, 5MP @ 30fps, 4.0mm fixed	Each	314.50
QND-8080R	Wisenet Q network indoor dome camera, 5MP @ 30fps, motorized vari-	Each	522.75
QND-8011	Wisenet Q mini network indoor dome camera, 5MP @ 30fps, 2.8mm	Each	314.50
QND-8021	Wisenet Q mini network indoor dome camera, 5MP @ 30fps, 4.0mm	Each	314.50
QNE-8011R	Wisenet Q mini network outdoor flateye camera, 5MP @ 30fps, 2.8mm	Each	399.50
QNF-8010	Wisenet Q series network Indoor fisheye dome camera, 6MP CMOS	Each	573.75
TNV-8011C	Compact corner mount camera, 5MP @ 30fps, triple codec, WDR 120dB,	Each	722.50
PNM-C7083RVD	Network vandal outdoor 2CH AI IR dome camera, (2MP X 2 sensors) 4MP	Each	1487.50
PNM-7082RVD	Network vandal outdoor 2CH IR dome camera, (2MP X 2 sensors) 4MP @	Each	1190.00
PNM-7002VD	Network vandal outdoor Multi-sensor Multi-Directional dome camera,	Each	935.00
ANO-L7012R	Wisenet A Series network outdoor IR Bullet PoE Camera, 4MP @ 30 FPS,	Each	187.00
ANO-L7022R	Wisenet A Series network outdoor IR Bullet PoE Camera, 4MP @ 30 FPS,	Each	187.00
ANO-L7082R	Wisenet A Series network outdoor IR Bullet PoE Camera, 4MP @ 30 FPS,	Each	255.00
ANV-L7012R	Wisenet A Series network vandal resistant IR Dome PoE Camera, 4MP @	Each	187.00
ANV-L7082R	Wisenet A Series network vandal resistant IR Dome PoE Camera,, 4MP @	Each	255.00

ANE-L7012R	Wisenet A Series Network IR Turret Flateye PoE Camera, 4MP @ 30 FPS,	Each	229.50
QND-7012R	Wisenet Q network indoor dome camera, 4MP @30fps, 2.8mm fixed	Each	288.15
QND-7022R	Wisenet Q network indoor dome camera, 4MP @30fps, 4mm fixed focal	Each	288.15
QND-7032R	Wisenet Q network indoor dome camera, 4MP @30fps, 6mm fixed focal	Each	288.15
QND-7082R	Wisenet Q network indoor dome camera, 4MP @30fps, motorized vari-	Each	475.15
QNV-7012R	Wisenet Q network outdoor vandal dome camera, 4MP @30fps, 2.8mm	Each	364.65
QNV-7022R	Wisenet Q network outdoor vandal dome camera, 4MP @30fps, 4mm	Each	364.65
QNV-7032R	Wisenet Q network outdoor vandal dome camera, 4MP @30fps, 6mm	Each	364.65
QNV-7082R	Wisenet Q network outdoor vandal dome camera, 4MP @30fps,	Each	526.15
QNO-7012R	Wisenet Q network outdoor vandal bullet camera, 4MP @30fps, 2.8mm	Each	364.65
QNO-7022R	Wisenet Q network outdoor vandal bullet camera, 4MP @30fps, 4mm	Each	364.65
QNO-7032R	Wisenet Q network outdoor vandal bullet camera, 4MP @30fps, 6mm	Each	364.65
QNO-7082R	Wisenet Q network outdoor vandal bullet camera, 4MP @30fps,	Each	526.15
XND-C7083RV	Powered by WN7, Indoor Network AI IR Dome Camera, 4MP resolution	Each	1105.00
XNO-C7083R	Powered by WN7, Outdoor Network AI IR Bullet Camera, 4MP resolution	Each	1190.00
XNV-C7083R	Powered by WN7, Outdoor Network AI IR Vandal Dome Camera, 4MP	Each	1190.00
TNV-C7013RC		Each	1275.00
TNV-7011RC	Wisenet T powered by Wisenet 5 network outdoor IR corner mount	Each	1275.00
PND-A6081RF	2MP Network AI IR Dome Camera, Max. 2MP resolution, Up to 120fps,	Each	1249.50
PND-A6081RV	2MP Network AI IR Dome Camera, Max. 2MP resolution, Up to 120fps,	Each	1249.50
PNV-A6081R-E2T		Each	2635.00
PNV-A6081R-E1T		Each	2337.50
PNV-A6081R	2MP Network AI IR Vandal Dome Camera, Max. 2MP resolution, Up to	Each	1419.50
PNO-A6081R	2MP Network AI IR Bullet Camera, Max. 2MP resolution, Up to 120fps,	Each	1334.50
PNB-A6001	2MP Network AI Box Camera, Max. 2MP resolution, Up to 120fps,	Each	952.00
XND-C6083RV	Powered by WN7, Indoor Network AI IR Dome Camera, 2MP resolution	Each	892.50
XNV-C6083R	Powered by WN7, Outdoor Network AI IR Vandal Dome Camera, 2MP	Each	1020.00
XND-6083RV	Powered by WN7, X-Plus series, Indoor Network AI IR Dome Camera,	Each	1020.00
XNV-6083RZ		Each	1232.50
XNV-6083R	Powered by WN7, X-Plus series, Outdoor Network AI IR Vandal Dome	Each	1190.00
XNB-6003	Powered by WN7, X-Plus series, Box Camera, 2MP resolution @ 120FPS,	Each	765.00

XNP-C6403RW		Each	3485.00
XNP-6400RW	Powered by WN7, 2MP @ 60FPS resolution, 4.25mm~170mm (40x) lens,	Each	3315.00
XNP-C6403R		Each	3230.00
XNP-6400R	Powered by WN7, 2MP @ 60FPS resolution, 4.25mm~170mm (40x) lens,	Each	3060.00
XNP-C6403		Each	3017.50
XNP-6400	Powered by WN7, 2MP @ 60FPS resolution, 4.25mm~170mm (40x) lens,	Each	2847.50
XND-6081REV	Wisenet X powered by Wisenet 5 network IR indoor dome camera with	Each	1062.50
XNV-6081RE	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome	Each	1147.50
XNV-6081R	Wisenet X series Plus powered by Wisenet 5 IR network outdoor vandal	Each	1105.00
XND-6081RF	Wisenet X series Plus powered by Wisenet 5 IR network indoor flush	Each	1020.00
XND-6081RV	Wisenet X series Plus powered by Wisenet 5 IR network indoor vandal	Each	1020.00
XNV-6081	Wisenet X series Plus powered by Wisenet 5 network outdoor vandal	Each	1020.00
XND-6081V	Wisenet X series Plus powered by Wisenet 5 network indoor vandal	Each	935.00
XNV-6081Z	Wisenet X series Plus powered by Wisenet 5 network outdoor vandal	Each	1147.50
XND-6081VZ	Wisenet X series Plus powered by Wisenet 5 network indoor vandal	Each	1062.50
XND-6081FZ	Wisenet X series Plus powered by Wisenet 5 network indoor flush mount	Each	1062.50
XNP-6550RH	Wisenet X powered by Wisenet 5 network outdoor PTZ camera, 2MP, Full	Each	4250.00
XNP-6120H	Wisenet X powered by Wisenet 5 network outdoor PTZ camera, 2MP, Full	Each	1445.00
XNP-6040H	Wisenet X powered by Wisenet 5 network outdoor PTZ camera, 2MP, Full	Each	1020.00
XNO-6085R	Wisenet X powered by Wisenet 5 network IR outdoor vandal bullet	Each	1147.50
XNV-6085	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	1190.00
XNB-6005	Wisenet X powered by Wisenet 5 network box camera, eXtraLUX features	Each	807.50
XNV-6123R	Powered by WN7, Outdoor Network AI IR 12x Zoom Vandal Dome	Each	1360.00
XNV-6120R	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome	Each	1275.00
XNV-6120R/LPR	Wisenet X powered by Wisenet 5 network IR outdoor Low Speed LPR	Each	1700.00
XNV-6120	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	1147.50
XNO-6123R	Powered by WN7, Outdoor Network AI IR 12x Zoom Bullet Camera, 2MP	Each	1360.00
XNO-6120R	Wisenet X powered by Wisenet 5 network IR outdoor bullet camera,	Each	1275.00
XNO-6120R/LPR	Wisenet X powered by Wisenet 5 network IR outdoor Low Speed LPR	Each	1700.00
XNV-6080RSA	Wisenet X powered by Wisenet 5 network IR stainless steel dome	Each	1377.00
XNV-6080R	Wisenet X powered by Wisenet 5 network IR outdoor vandal dome	Each	977.50



XNV-6080	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	892.50
XNV-6010	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	552.50
XNV-6020R	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	552.50
XNV-6011	Wisenet X powered by Wisenet 5 network outdoor compact vandal dome	Each	339.15
XNV-6011W	Wisenet X powered by Wisenet 5 network outdoor compact vandal dome	Each	339.15
XNO-C6083R	Powered by WN7, Outdoor Network AI IR Bullet Camera, 2MP @ 60FPS,	Each	1020.00
XNO-6083R	Powered by WN7, X-Plus series, Outdoor Network AI IR Bullet Camera,	Each	1190.00
XNO-6080R	Wisenet X powered by Wisenet 5 network IR outdoor vandal bullet	Each	977.50
XNO-6010R	Wisenet X powered by Wisenet 5 network IR outdoor vandal bullet	Each	552.50
XNO-6020R	Wisenet X powered by Wisenet 5 network IR outdoor vandal bullet	Each	552.50
XND-6080RV	Wisenet X powered by Wisenet 5 network IR indoor vandal dome	Each	892.50
XND-6080V	Wisenet X powered by Wisenet 5 network indoor vandal dome camera,	Each	807.50
XND-6010	Wisenet X powered by Wisenet 5 network indoor vandal dome camera,	Each	510.00
XND-6020R	Wisenet X powered by Wisenet 5 network indoor vandal dome camera,	Each	510.00
XND-6011F	Wisenet X powered by Wisenet 5 network flush mount dome camera,	Each	425.00
XNV-6013M	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	688.50
XNV-6012	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	569.50
XNV-6012M	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	569.50
XNV-6022R	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	629.00
XNV-6022RM	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	629.00
XNZ-6320A	Wisenet X powered by Wisenet 5 network zoom box camera, 2MP, Full	Each	1275.00
XNZ-L6320A	Wisenet X powered by Wisenet 5 network zoom box camera, 2MP, Full	Each	1190.00
XNB-6000	Wisenet X powered by Wisenet 5 network box camera, 2MP, Full	Each	722.50
XNB-6002		Each	433.50
XNB-6001	Wisenet X powered by Wisenet 5 covert camera body, 2MP, full	Each	433.50
XNV-L6080R	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	786.25
XNV-L6080	Wisenet X powered by Wisenet 5 network outdoor vandal dome camera,	Each	701.25
XND-L6080RV	Wisenet X powered by Wisenet 5 network indoor vandal dome camera,	Each	701.25
XND-L6080V	Wisenet X powered by Wisenet 5 network indoor vandal dome camera,	Each	616.25
XNO-L6080R	Wisenet X powered by Wisenet 5 network IR outdoor bullet camera,	Each	786.25
TNB-6030	PVM camera powered by Wisenet 5, 1080p (1920x1080), micro HDMI	Each	602.65

TNO-6010M	Wisenet T network mobile front facing camera, 2MP @ 60fps, 2.8mm	Each	637.50
QNO-6012R	Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps, 2.8mm	Each	322.15
QNO-6012R1	Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps, 2.8mm	Each	322.15
QNO-6022R	Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps, 4.0mm	Each	322.15
QNO-6022R1	Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps, 4.0mm	Each	322.15
QNO-6082R	Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps,	Each	441.15
QNO-6082R1	Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps,	Each	441.15
QNV-6012R	Wisenet Q network outdoor vandal dome camera, 2MP @ 30fps, 2.8mm	Each	335.75
QNV-6012R1	Wisenet Q network outdoor vandal dome camera, 2MP @ 30fps, 2.8mm	Each	335.75
QNV-6022R	Wisenet Q network outdoor vandal dome camera, 2MP @ 30fps, 4.0mm	Each	335.75
QNV-6022R1	Wisenet Q network outdoor vandal dome camera, 2MP @ 30fps, 4.0mm	Each	335.75
QNV-6024RM	Wisenet Q network Mobile IR vandal dome camera, 2MP, Full HD(1080p)	Each	339.15
QNV-6082R	Wisenet Q network outdoor vandal dome camera, 2MP @ 30fps,	Each	454.75
QNV-6082R1	Wisenet Q network outdoor vandal dome camera, 2MP @ 30fps,	Each	454.75
QND-6012R	Wisenet Q network indoor dome camera, 2MP @ 30fps, 2.8mm fixed	Each	245.65
QND-6012R1	Wisenet Q network indoor dome camera, 2MP @ 30fps, 2.8mm fixed	Each	245.65
QND-6022R	Wisenet Q network indoor dome camera, 2MP @ 30fps, 4.0mm fixed	Each	245.65
QND-6022R1	Wisenet Q network indoor dome camera, 2MP @ 30fps, 4.0mm fixed	Each	245.65
QND-6082R	Wisenet Q network indoor dome camera, 2MP @ 30fps, motorized vari-	Each	390.15
QND-6082R1	Wisenet Q network indoor dome camera, 2MP @ 30fps, motorized vari-	Each	390.15
QND-6011	Wisenet Q mini network indoor dome camera, 2MP @ 30fps, 2.8mm	Each	238.00
QND-6021	Wisenet Q mini network indoor dome camera, 2MP @ 30fps, 4.0mm	Each	238.00
LVN-6072R	L series outdoor vandal dome camera, 2MP @ 30fps, vari-focal lens 3.1x	Each	305.15
LVN-6012R	L series outdoor vandal dome camera, 2MP @ 30fps, 3mm fixed focal lens	Each	225.25
LVN-6022R	L series outdoor vandal dome camera, 2MP @ 30fps, 4mm fixed focal lens	Each	225.25
LVN-6032R	L series outdoor vandal dome camera, 2MP @ 30fps, 6mm fixed focal lens	Each	225.25
LND-6072R	L series indoor dome camera, 2MP @ 30fps, vari-focal lens 3.1x (3.2 ~	Each	271.15
LND-6012R	L series indoor dome camera, 2MP @ 30fps, 3mm fixed focal lens (102°),	Each	177.65
LND-6022R	L series indoor dome camera, 2MP @ 30fps, 4mm fixed focal lens (80°),	Each	177.65
LND-6032R	L series indoor dome camera, 2MP @ 30fps, 6mm fixed focal lens (51°),	Each	177.65
LNO-6072R	L series outdoor bullet camera, 2MP @ 30fps, vari-focal lens 3.1x (3.2 ~	Each	305.15

LNO-6012R	L series outdoor bullet camera, 2MP @ 30fps,3mm fixed focal lens (102°),	Each	211.65
LNO-6022R	L series outdoor bullet camera, 2MP @ 30fps,4mm fixed focal lens (80°),	Each	211.65
LNO-6032R	L series outdoor bullet camera, 2MP @ 30fps,6mm fixed focal lens (51°),	Each	211.65
ANO-L6012R	Wisenet A Series network outdoor IR Bullet PoE Camera, 2MP @ 30 FPS,	Each	161.50
ANO-L6022R	Wisenet A Series network outdoor IR Bullet PoE Camera, 2MP @ 30 FPS,	Each	161.50
ANO-L6082R	Wisenet A Series network outdoor IR Bullet PoE Camera,	Each	238.00
ANV-L6012R	Wisenet A Series network vandal resistant IR Dome PoE Camera, 2MP @	Each	161.50
ANV-L6023R		Each	221.00
ANV-L6082R	Wisenet A Series network vandal resistant IR Dome PoE Camera, 2MP @	Each	238.00
ANE-L6012R	Wisenet A Series Network IR Turret Flateye PoE Camera, 2MP @ 30 FPS,	Each	212.50
XNB-H6241A	Wisenet X powered by Wisenet 5 network ATM camera, 2MP, Full	Each	721.65
XNB-H6240A	Wisenet X powered by Wisenet 5 network ATM camera, 2MP, Full	Each	721.65
XNB-H6461H	Wisenet X powered by Wisenet 5 network pinhole camera with height	Each	896.75
XNB-H6280B	Wisenet X powered by Wisenet 5 network Bandit Barrier camera, 2MP,	Each	1105.00
QNP-6230	Wisenet Q network indoor PTZ camera, 2MP, Full HD(1080p) 30fps,	Each	1275.00
QNP-6230H	Wisenet Q network outdoor PTZ camera, 2MP, Full HD(1080p) 30fps,	Each	1445.00
QNP-6250	Wisenet Q network indoor PTZ camera, 2MP, Full HD(1080p) 60fps, triple	Each	1275.00
QNP-6250H	Wisenet Q network outdoor PTZ camera, 2MP, Full HD(1080p) 60fps,	Each	1445.00
QNP-6250R	Wisenet Q network IR PTZ camera, IR range of up to 328ft, 2MP, Full	Each	1700.00
QNP-6320	Wisenet Q network indoor PTZ camera, 2MP, Full HD(1080p) 60fps, triple	Each	1955.00
QNP-6320H	Wisenet Q network outdoor PTZ camera, 2MP, Full HD(1080p) 60fps,	Each	2125.00
QNP-6320R	Wisenet Q network IR PTZ camera, IR range of up to 328ft, 2MP, Full	Each	2295.00
QNP-6320HS	Wisenet Q stainless steel PTZ camera, 2MP, Full HD(1080p) 60fps, triple	Each	4284.00
TNU-6321	2MP Network Positioning Camera (1920 x 1080) resolution, 4.44 ~	Each	4335.00
PNB-A9091RLPH	4K Moderate Speed (up to 75MPH) LPR Box Camera Kit with Enclosure	Each	3281.00
PNV-A9081RLP	4K Low-Moderate Speed LPR Vandal Dome Camera with Wisenet Road	Each	2592.50
PNO-A9081RLP	4K Low-Moderate Speed LPR Bullet Camera with Wisenet Road AI. Max.	Each	2507.50
TNM-C4960TD	Wisenet T network Bi-spectrum AI Thermal Camera (uncooled), Dual	Each	9307.50
TNM-C4950TD	Wisenet T network Bi-spectrum AI Thermal Camera (uncooled), Dual	Each	8925.00
TNM-C4940TD	Wisenet T network Bi-spectrum AI Thermal Camera (uncooled), Dual	Each	8840.00
TNO-4041T	Wisenet T network outdoor vandal thermal camera (uncooled), 640x480	Each	5950.00

TNO-4040T	Wisenet T network outdoor vandal thermal bullet camera (uncooled),	Each	5950.00
TNO-4030T	Wisenet T network outdoor vandal thermal bullet camera (uncooled),	Each	5950.00
TNO-4051T	Wisenet T network outdoor vandal thermal camera (uncooled), 640x480	Each	7140.00
TNO-4050T	Wisenet T network outdoor vandal thermal bullet camera (uncooled),	Each	7140.00
TNU-4041T	Wisenet T network outdoor thermal positioning camera (uncooled),	Each	12112.50
TNU-4051T	Wisenet T network outdoor thermal positioning camera (uncooled),	Each	13600.00
TNO-4030TR	Wisenet T network outdoor vandal Radiometric bullet camera	Each	8075.00
TNO-4040TR	Wisenet T network outdoor vandal Radiometric bullet camera	Each	8075.00
TNO-4041TR	Wisenet T network outdoor vandal Radiometric bullet camera	Each	8075.00
TNM-3620TDY	Wisenet T network indoor body temperature detection camera	Each	6460.00
TNO-3010T	QVGA Thermal camera, Max. 320 x 240 resolution support, built-in	Each	3485.00
TNO-3020T	QVGA Thermal camera, Max. 320 x 240 resolution support, built-in	Each	3485.00
TNO-3030T	QVGA Thermal camera, Max. 320 x 240 resolution support, built-in	Each	3485.00
TNO-3040T	QVGA Thermal camera, Max. 320 x 240 resolution support, built-in 19mm	Each	4250.00
TNO-3050T	QVGA Thermal camera, Max. 320 x 240 resolution support, built-in 35mm	Each	5542.00
TNU-X6320A2WT1-Z		Each	28147.75
TNU-X6320A2WT2-C		Each	28147.75
TNU-X6320A2F2WT1-Z		Each	29380.25
TNU-X6320A2F2WT2-C		Each	30034.75
TNU-X6320A2F2WT1-M		Each	29380.25
TNU-X6320A1WT1-Z		Each	28147.75
TNU-X6320A1WT2-C		Each	28802.25
TNU-X6320A1WT1-M		Each	28147.75
TNU-X6320A1F2WT1-Z		Each	29380.25
TNU-X6320A1F2WT2-C		Each	30034.75

TNU-X6320A1F2WT1-M		Each	29380.25
TNO-X6320EPT0-Z	Explosion proof housing using the XNZ-6320 PoE Only (No Wiper), cLCus	Each	7135.75
TNO-X6320EPT0-C	Explosion proof housing using the XNZ-6320 PoE Only (No Wiper), cLCus	Each	7135.75
TNO-X6320EPT0-M	Explosion proof housing using the XNZ-6320 PoE Only (No Wiper), cLCus	Each	7135.75
TNO-X6320E1WT1-Z	Explosion proof housing using the XNZ-6320 24VAC Only with wiper,	Each	9702.75
TNO-X6320E1WT1-C	Explosion proof housing using the XNZ-6320 24VAC Only with wiper,	Each	9702.75
TNO-X6320E1WT2-C	Explosion proof housing using the XNZ-6320 24VAC Only with wiper,	Each	10357.25
TNO-X6320E1WT1-M	Explosion proof housing using the XNZ-6320 24VAC Only with wiper,	Each	9702.75
TNO-X6320E2F2T1-Z	Explosion proof housing using the XNZ-6320 110VAC Only, Single Mode	Each	13060.25
TNO-X6320E2F2T1-C	Explosion proof housing using the XNZ-6320 110VAC Only, Single Mode	Each	13060.25
TNO-X6320E2F2T2-C	Explosion proof housing using the XNZ-6320 110VAC Only, Single Mode	Each	14292.75
TNO-X6320E2F2T1-M	Explosion proof housing using the XNZ-6320 110VAC Only, Single Mode	Each	13060.25
TNO-X6320E2F2WT1-Z	Explosion proof housing using the XNZ-6320 110VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 IP68 "Z" for cLCus C1/D1	Each	14292.75
TNO-X6320E2F2WT1-C	Explosion proof housing using the XNZ-6320 110VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 IP68 "C" for cLC CSA	Each	14292.75
TNO-X6320E2F2WT2-C	Explosion proof housing using the XNZ-6320 110VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -60°C ~ +40°C (-67°F ~ +104°F) IP66/IP67 IP68 "C" for cLC CSA	Each	14947.25
TNO-X6320E2F2WT1-M	Explosion proof housing using the XNZ-6320 110VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 IP68 "M" for INMETRO	Each	14292.75
TNU-X6320E2WT1-Z	Explosion proof positioning camera using the XNZ-6320 110VAC Only,	Each	28147.75
TNU-X6320E2WT1-C	Explosion proof positioning camera using the XNZ-6320 110VAC Only,	Each	28147.75
TNU-X6320E2WT2-C	Explosion proof positioning camera using the XNZ-6320 110VAC Only,	Each	28802.25
TNU-X6320E2WT1-M	Explosion proof positioning camera using the XNZ-6320 110VAC Only,	Each	28147.75
TNU-X6320E2F2WT1-Z	Explosion proof positioning camera using the XNZ-6320 110VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 "Z" for cLCus C1/D1	Each	29380.25
TNU-X6320E2F2WT1-C	Explosion proof positioning camera using the XNZ-6320 110VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 "C" for cLC CSA	Each	29380.25
TNU-X6320E2F2WT2-C	Explosion proof positioning camera using the XNZ-6320 110VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -60°C ~ +40°C (-67°F ~ +104°F) IP66/IP67 "C" for cLC CSA	Each	30034.75

TNU-X6320E2F2WT1-M	Explosion proof positioning camera using the XNZ-6320 110VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 "M" for INMETRO	Each	29380.25
TNU-X6320E1WT1-Z	Explosion proof positioning camera using the XNZ-6320 24VAC Only, with	Each	28147.75
TNU-X6320E1WT1-C	Explosion proof positioning camera using the XNZ-6320 24VAC Only, with	Each	28147.75
TNU-X6320E1WT2-C	Explosion proof positioning camera using the XNZ-6320 24VAC Only, with	Each	28802.25
TNU-X6320E1WT1-M	Explosion proof positioning camera using the XNZ-6320 24VAC Only, with	Each	28147.75
TNU-X6320E1F2WT1-Z	Explosion proof positioning camera using the XNZ-6320 24VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 "Z" for cLCus C1/D1	Each	29380.25
TNU-X6320E1F2WT1-C	Explosion proof positioning camera using the XNZ-6320 24VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 "C" for cLC CSA	Each	29380.25
TNU-X6320E1F2WT2-C	Explosion proof positioning camera using the XNZ-6320 24VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -60°C ~ +40°C (-67°F ~ +104°F) IP66/IP67 "C" for cLC CSA	Each	30034.75
TNU-X6320E1F2WT1-M	Explosion proof positioning camera using the XNZ-6320 24VAC Only, Single Mode Fiber with Wiper, cLCus C1/D1 certification, -40°C ~ +60°C (-40°F ~ +140°F) IP66/IP67 "M" for INMETRO	Each	29380.25
HT-E-XWP10UL	Stainless steel Washer tank for cameras with Wiper model (TNP-	Each	6566.25
HT-E-BFP00SW	Stainless steel Top mounting bracket	Each	658.75
HT-E-BFW320SW	Stainless steel wall mount for (TNO-6070EP, TNO-6320EP, TNO-	Each	1402.50
HT-E-BPW6800	Stainless steel Wall mount for (TNP-xxx, TNU-xxxx)	Each	1253.75
HT-E-BFW50SW	Stainless steel wall mount for (TNO-6070EF2, TNO-6320EF2, TNO-	Each	1551.25
HT-E-BFP00CL	Stainless steel pole mount adaptor	Each	1317.50
TNO-X6072EPT1-Z	Explosion proof camera using the XNB-6000 (2MP @ 60fps) + 2.8~9mm	Each	7080.50
TNO-X8072EPT1-Z	Explosion proof camera using the XNB-8000 (5MP @ 30fps) + 4.1~9mm	Each	7327.00
TNO-X6322EPT1-Z	Explosion proof zoom camera using the XNZ-L6320 (2MP @ 60fps) with	Each	7735.00
TNP-X6322EPT3-Z	Explosion proof PTZ using the XNP-6320 (2MP @ 60fps) +with 32x optical	Each	21428.50
TNP-Q6232EPT3-Z	Explosion proof PTZ using the QNP-6230 (2MP @ 30fps) +with 23x optical	Each	19303.50
TNO-P9072EPT1-Z	AI 4K Explosion proof camera using the PNB-A9001 (8MP @ 30fps) + 3.9-	Each	8053.75
TNM-P9022EPT3-Z	WN7 Panoramic Multi-sensor explosion proof camera, 180° view, (2MP X	Each	12325.00
HT-F1XX-WM	Wall mount for the (TNO-X6072EPT1-Z, TNO-X8072EPT1-Z, and TNO-	Each	1232.50
HT-SD-FP	Protection kit for the (TNP-X6322EPT3-Z, TNP-Q6232EPT3-Z)	Each	1411.00
HT-SD-WM	Wall mount for the (TNP-X6322EPT3-Z, TNP-Q6232EPT3-Z)	Each	2371.50
HT-SF-FP	Protection kit for the (TNO-X6072EPT1-Z, TNO-X8072EPT1-Z and TNO-	Each	1708.50

HT-SPMA-SD	Pole mount for the (TNO-X6072EPT1-Z, TNO-X8072EPT1-Z and TNO-	Each	1921.00
HT-SD-CM	Corner mount for the (TNO-X6072EPT1-Z, TNO-X8072EPT1-Z and TNO-	Each	1066.75
TCIS-2	Zenitel Turbine Intercom, Audio only, Full Duplex, Group call, AVC, AEC,	Each	1649.00
TCIS-3	Zenitel Turbine Intercom, Audio only, Full Duplex, Group call, AVC, AEC,	Each	1445.00
TMIS-1	Zenitel Turbine Mini Intercom, Audio only, Full Duplex, Group call, AVC,	Each	1122.00
TID-600R	Video Intercom Station, 2MP@60fps, 1.6mm fixed lens (180° x 114°),	Each	963.05
WAVE-PRO-01	WAVE Professional License. Enables one (1) IP stream recording, includes	Each	140.25
WAVE-PRO-04	WAVE Professional License. Enables four (4) IP stream recording, includes	Each	561.00
WAVE-PRO-08	WAVE Professional License. Enables eight (8) IP stream recording,	Each	1122.00
WAVE-PRO-16	WAVE Professional License. Enables sixteen (16) IP stream recording,	Each	2244.00
WAVE-PRO-24	WAVE Professional License. Enables twenty-four (24) IP stream recording,	Each	3366.00
WAVE-PRO-48	WAVE Professional License. Enables forty-eight (48) IP stream recording,	Each	6732.00
WAVE-VW-02	WAVE Video Wall License. Enables up to two (2) monitors, includes life-	Each	1190.00
WAVE-ENC-04	WAVE Encoder License. Enables up to four (4) recording channels,	Each	140.25
WAVE-IO-01	WAVE I/O License. Enables one (1) I/O module, includes life-time SW	Each	140.25
WAVE-EMB-04	WAVE Embedded Recorder License. Enables four (4) channel Hanwha	Each	93.50
WAVE-EMB-08	WAVE Embedded Recorder License. Enables eight (8) channel Hanwha	Each	187.00
WAVE-EMB-16	WAVE Embedded Recorder License. Enables sixteen (16) channel Hanwha	Each	374.00
WAVE-EMB-32	WAVE Embedded Recorder License. Enables thirty-two (32) channel	Each	748.00
WAVE-EMB-64	WAVE Embedded Recorder License. Enables sixty-four (64) channel	Each	1496.00
WWT-P-3202W		Each	2949.50
WWT-P-3202L		Each	2949.50
WWT-P-7402W		Each	4105.50
WWT-P-7402L		Each	4105.50
WWT-P-7201MW		Each	3323.50
WWT-P-7201ML		Each	3323.50
WRN-1610S-2TB	2U WAVE PoE NVR (Intel based) with 4 Professional licenses, 2TB RAW,	Each	2229.55
WRN-1610S-4TB	2U WAVE PoE NVR (Intel based) with 4 Professional licenses, 4TB RAW,	Each	2535.55
WRN-1610S-6TB	2U WAVE PoE NVR (Intel based) with 4 Professional licenses, 6TB RAW,	Each	2841.55
WRN-1610S-8TB	2U WAVE PoE NVR (Intel based) with 4 Professional licenses, 8TB RAW,	Each	3147.55
WRN-1610S-12TB	2U WAVE PoE NVR (Intel based) with 4 Professional licenses, 12TB RAW,	Each	3759.55

WRN-1610S-18TB	2U WAVE PoE NVR (Intel based) with 4 Professional licenses, 18TB RAW,	Each	4677.55
WRN-1610S-24TB	2U WAVE PoE NVR (Intel based) with 4 Professional licenses, 24TB RAW,	Each	5595.55
WRN-810S-1TB	1U WAVE PoE NVR (Intel based) with 4 Professional licenses, 1TB RAW,	Each	1730.60
WRN-810S-2TB	1U WAVE PoE NVR (Intel based) with 4 Professional licenses, 2TB RAW,	Each	1883.60
WRN-810S-4TB	1U WAVE PoE NVR (Intel based) with 4 Professional licenses, 4TB RAW,	Each	2189.60
WRN-810S-6TB	1U WAVE PoE NVR (Intel based) with 4 Professional licenses, 6TB RAW,	Each	2495.60
WRN-810S-8TB	1U WAVE PoE NVR (Intel based) with 4 Professional licenses, 8TB RAW,	Each	2802.45
WRN-810S-12TB	1U WAVE PoE NVR (Intel based) with 4 Professional licenses, 12TB RAW,	Each	3414.45
WRT-P-3101MW-1TB		Each	2779.50
WRT-P-3101MW-2TB		Each	2898.50
WRT-P-3102W-4TB		Each	4955.50
WRT-P-3102W-8TB		Each	5338.00
WRT-P-3102W-12TB		Each	5729.00
WRT-P-3102W-16TB		Each	6052.00
WRT-P-5202W-4TB		Each	5406.00
WRT-P-5202W-8TB		Each	5797.00
WRT-P-5202W-12TB		Each	6188.00
WRT-P-5202W-16TB		Each	6511.00
WRT-P-5202W-24TB		Each	7004.00
WRT-P-5202W-36TB		Each	7998.50
WRR-P-E200W3-8TB		Each	8627.50
WRR-P-E200W3-12TB		Each	9069.50
WRR-P-E200W3-16TB		Each	9333.00
WRR-P-E200W3-24TB		Each	10123.50
WRR-P-E200W3-28TB		Each	10633.50
WRR-P-E200W3-36TB		Each	11670.50
WRR-P-E200W3-48TB		Each	12350.50
WRR-P-S202W1-16TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	19108.00
WRR-P-S202W1-20TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	19550.00
WRR-P-S202W1-24TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	20000.50
WRR-P-S202W1-28TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	20442.50



WRR-P-S202W1-32TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	20893.00
WRR-P-S202W1-40TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	21785.50
WRR-P-S202W1-48TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	22678.00
WRR-P-S202W1-64TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	23766.00
WRR-P-S202W1-80TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	25372.50
WRR-P-S202W1-96TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	26987.50
WRR-P-S202W1-108TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 108TB raw (78TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	29299.50
WRR-P-S202W1-120TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 120TB raw (89TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	30625.50
WRR-P-S202W1-132TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 132TB raw (100TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	31960.00
WRR-P-S202W1-144TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 144TB raw (111TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	33286.00
WRR-P-S202W1-156TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 156TB raw (120TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	34620.50
WRR-P-S202W1-176TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 176TB raw (131TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	34527.00
WRR-P-S202W1-192TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 192TB raw (145TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	36091.00
WRR-P-S202W1-208TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 208TB raw (160TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	37655.00
WRR-P-S202W1-224TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 224TB raw (174TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	39219.00
WRR-P-E200S3-8TB		Each	10404.00
WRR-P-E200S3-12TB		Each	10846.00
WRR-P-E200S3-16TB		Each	11109.50
WRR-P-E200S3-24TB		Each	11900.00
WRR-P-E200S3-28TB		Each	12410.00
WRR-P-E200S3-36TB		Each	13438.50
WRR-P-E200S3-48TB		Each	14127.00

WRR-P-S202S1-16TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	20918.50
WRR-P-S202S1-20TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	21369.00
WRR-P-S202S1-24TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	21811.00
WRR-P-S202S1-28TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	22261.50
WRR-P-S202S1-32TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	22703.50
WRR-P-S202S1-40TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	23596.00
WRR-P-S202S1-48TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	24488.50
WRR-P-S202S1-64TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	25576.50
WRR-P-S202S1-80TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	27183.00
WRR-P-S202S1-96TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	28798.00
WRR-P-S202S1-108TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 108TB raw (78TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	31110.00
WRR-P-S202S1-120TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 120TB raw (89TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	32436.00
WRR-P-S202S1-132TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 132TB raw (100TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	33770.50
WRR-P-S202S1-144TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 144TB raw (111TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	35105.00
WRR-P-S202S1-156TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 156TB raw (120TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	36431.00
WRR-P-S202S1-176TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 176TB raw (131TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	36337.50
WRR-P-S202S1-192TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 192TB raw (145TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	37901.50
WRR-P-S202S1-208TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 208TB raw (160TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	39465.50
WRR-P-S202S1-224TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses, Wisenet WAVE pre-installed, 224TB raw (174TB usable after disk formatting & RAID 6 configuration), 470 Mbps recording B/W, 14 HDD,	Each	41029.50
WRR-P-S206S-256TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	59143.00
WRR-P-S206S-288TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	61123.50
WRR-P-S206S-320TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	64073.00

WRR-P-S206S-352TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	67014.00
WRR-P-S206S-384TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	69963.50
WRR-P-S206S-416TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	72904.50
WRT-P-3102L-4TB		Each	4955.50
WRT-P-3102L-8TB		Each	5338.00
WRT-P-3102L-12TB		Each	5729.00
WRT-P-3102L-16TB		Each	6052.00
WRT-P-5202L-4TB		Each	5406.00
WRT-P-5202L-8TB		Each	5797.00
WRT-P-5202L-12TB		Each	6188.00
WRT-P-5202L-16TB		Each	6511.00
WRT-P-5202L-24TB		Each	7004.00
WRT-P-5202L-36TB		Each	7998.50
WRR-P-E200L3-8TB		Each	8627.50
WRR-P-E200L3-12TB		Each	9069.50
WRR-P-E200L3-16TB		Each	9333.00
WRR-P-E200L3-24TB		Each	10123.50
WRR-P-E200L3-28TB		Each	10633.50
WRR-P-E200L3-36TB		Each	11670.50
WRR-P-E200L3-48TB		Each	12350.50
WRR-P-S202L1-16TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	19108.00
WRR-P-S202L1-20TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	19550.00
WRR-P-S202L1-24TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	20000.50
WRR-P-S202L1-28TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	20442.50
WRR-P-S202L1-32TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	20893.00
WRR-P-S202L1-40TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	21785.50
WRR-P-S202L1-48TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	22678.00
WRR-P-S202L1-64TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	23766.00
WRR-P-S202L1-80TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	25372.50
WRR-P-S202L1-96TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	26987.50
WRR-P-S202L1-108TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	29299.50

WRR-P-S202L1-120TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	30625.50
WRR-P-S202L1-132TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	31960.00
WRR-P-S202L1-144TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	33286.00
WRR-P-S202L1-156TB		Each	34620.50
WRR-P-S202L1-176TB		Each	34527.00
WRR-P-S202L1-192TB		Each	36091.00
WRR-P-S202L1-208TB		Each	37655.00
WRR-P-S202L1-224TB		Each	39219.00
WRR-Q-A200W-8TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	11540.45
WRR-Q-A200W-12TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	11956.10
WRR-Q-A200W-16TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	12381.10
WRR-Q-A200W-20TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	12806.10
WRR-Q-A200W-24TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	13231.10
WRR-Q-A200W-28TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	13646.75
WRR-Q-A200W-36TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	14470.40
WRR-Q-A200W-48TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	15537.15
WRR-Q-A200W-60TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	16603.05
WRR-Q-A200W-72TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	17678.30
WRR-Q-A200W-84TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	18745.05
WRR-Q-A201W-12TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	14958.30
WRR-Q-A201W-16TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	15396.05
WRR-Q-A201W-20TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	15832.95
WRR-Q-A201W-24TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	16270.70
WRR-Q-A201W-32TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	16939.65
WRR-Q-A201W-40TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	17760.75
WRR-Q-A201W-48TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	18581.85
WRR-Q-A201W-56TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	19402.95
WRR-Q-A201W-64TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	20224.05
WRR-Q-A201W-72TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	21045.15
WRR-Q-A201W-80TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	21866.25
WRR-Q-A201W-96TB	2U Wisenet WAVE Network Video Recorder with 4 Professional licenses,	Each	23339.30

WAVE-AMAG-INT		Each	4250.00
SKY-SU301-0		Each	799.00
SKY-SU304p-0		Each	799.00
SKY-SU305-0		Each	1110.10
SKY-SU401-0		Each	1332.80
SKY-SU406p-0		Each	1555.50
SKY-SU501-0		Each	1777.35
SKY-SU504p-0		Each	2222.75
SKY-BR320-0		Each	1184.90
SKY-BR324p-0		Each	1184.90
SKY-BR325-0		Each	1213.80
SKY-BR426p-0		Each	2518.55
SKY-BR524p-0		Each	4446.35
SKY-BR420-0		Each	2518.55
SKY-BR520-0		Each	5928.75
SKY-BR620-0		Each	10376.80
SKY-BR820-0		Each	17788.80
SKY-DS200-0a		Each	2667.30
SKY-SW05m-001		Each	191.25
SKY-SW10m-001		Each	294.95
SKY-SW18m-001		Each	665.55
SKY-SW26m-001		Each	888.25
SKY-SW10g-001		Each	339.15
SKY-SW20g-001		Each	739.50
SKY-SW28g-001		Each	1184.90
SKY-SWSFP-002		Each	57.80
SKY-SWSFP-001		Each	57.80
PRN-6400DB4	8K NVR (Intel based), No HDD, 64 channels, H.265, H.264, MJPEG, 16	Each	11152.00
PRN-6400DB4-12TB	8K NVR (Intel based), 12TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	12376.00
PRN-6400DB4-16TB	8K NVR (Intel based),16TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	12784.00

PRN-6400DB4-20TB	8K NVR (Intel based), 20TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	13192.00
PRN-6400DB4-24TB	8K NVR (Intel based), 24TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	13600.00
PRN-6400DB4-32TB	8K NVR (Intel based), 32TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	14416.00
PRN-6400DB4-40TB	8K NVR (Intel based), 40TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	15232.00
PRN-6400DB4-48TB	8K NVR (Intel based), 48TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	16048.00
PRN-6400DB4-56TB	8K NVR (Intel based), 56TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	16864.00
PRN-6400DB4-64TB	8K NVR (Intel based), 64TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	17680.00
PRN-6400DB4-88TB	8K NVR (Intel based), 88TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	20128.00
PRN-6400DB4-96TB	8K NVR (Intel based), 96TB RAW, 64 channels, H.265, H.264, MJPEG, 16	Each	20944.00
PRN-6400DB4-104TB		Each	21760.00
PRN-6400DB4-112TB		Each	22576.00
PRN-6400DB4-120TB		Each	23392.00
PRN-6400DB4-128TB		Each	24208.00
PRN-6400DB4-140TB		Each	25432.00
PRN-6400DB4-150TB		Each	26452.00
PRN-6400DB4-160TB		Each	27472.00
PRN-3200B4	8K NVR (Intel based), No HDD, 32 channels, H.265, H.264, MJPEG, 16	Each	7740.95
PRN-3200B4-12TB	8K NVR (Intel based), 12TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	8964.95
PRN-3200B4-16TB	8K NVR (Intel based), 16TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	9372.95
PRN-3200B4-20TB	8K NVR (Intel based), 20TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	9780.95
PRN-3200B4-24TB	8K NVR (Intel based), 24TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	10188.95
PRN-3200B4-32TB	8K NVR (Intel based), 32TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	11004.95
PRN-3200B4-40TB	8K NVR (Intel based), 40TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	11820.95
PRN-3200B4-48TB	8K NVR (Intel based), 48TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	12636.95
PRN-3200B4-56TB	8K NVR (Intel based), 56TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	13452.95
PRN-3200B4-64TB	8K NVR (Intel based), 64TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	14268.95
PRN-3200B4-88TB	8K NVR (Intel based), 88TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	16716.95
PRN-3200B4-96TB	8K NVR (Intel based), 96TB RAW, 32 channels, H.265, H.264, MJPEG, 16	Each	17532.95
PRN-3200B4-104TB		Each	18348.95
PRN-3200B4-112TB		Each	20388.95
PRN-3200B4-120TB		Each	21612.95

PRN-3200B4-128TB		Each	22836.95
PRN-3200B4-140TB		Each	24468.95
PRN-3200B4-150TB		Each	26304.95
PRN-3200B4-160TB		Each	28140.95
PRN-3200B2		Each	6040.95
PRN-3200B2-8TB		Each	6856.95
PRN-3200B2-16TB		Each	7672.95
PRN-3200B2-24TB		Each	8488.95
PRN-3200B2-32TB		Each	9304.95
PRN-3200B2-48TB		Each	10936.95
PRN-3200B2-64TB		Each	12568.95
PRN-3200B2-80TB		Each	14200.95
PRN-1600B2		Each	5270.00
PRN-1600B2-8TB		Each	6086.00
PRN-1600B2-16TB		Each	6902.00
PRN-1600B2-24TB		Each	7718.00
PRN-1600B2-32TB		Each	8534.00
PRN-1600B2-48TB		Each	10166.00
PRN-1600B2-64TB		Each	11798.00
PRN-1600B2-80TB		Each	13430.00
ARN-410S	Wisenet A Series 4CH PoE NVR, Embedded Linux, H.265, H.264, MJPEG	Each	297.50
ARN-410S-2TB	Wisenet A Series 4CH PoE NVR, 2TB Hard Drive Pre-Installed, Embedded	Each	510.00
ARN-810S	Wisenet A Series 8CH PoE NVR, Embedded Linux, H.265, H.264, MJPEG	Each	365.50
ARN-810S-2TB	Wisenet A Series 8CH PoE NVR, 2TB Hard Drive Pre-Installed, Embedded	Each	569.50
ARN-810S-4TB		Each	773.50
ARN-810S-6TB		Each	977.50
ARN-1610S		Each	510.00
ARN-1610S-4TB	Wisenet A Series16CH PoE NVR, 4TB Hard Drive Pre-Installed, Embedded	Each	952.00
ARN-1610S-6TB		Each	1173.00
XRN-6410DB4	8K NVR (Intel based), 64CH, No HDD, H.265/H.264/MJPEG, ARB	Each	7072.00
XRN-6410DB4-12TB	8K NVR (Intel based), 64CH, 12TB RAW, H.265/H.264/MJPEG, ARB	Each	8296.00

XRN-6410DB4-16TB	8K NVR (Intel based), 64CH, 16TB RAW, H.265/H.264/MJPEG, ARB	Each	8704.00
XRN-6410DB4-20TB	8K NVR (Intel based), 64CH, 20TB RAW, H.265/H.264/MJPEG, ARB	Each	9112.00
XRN-6410DB4-24TB	8K NVR (Intel based), 64CH, 24TB RAW, H.265/H.264/MJPEG, ARB	Each	9520.00
XRN-6410DB4-32TB	8K NVR (Intel based), 64CH, 32TB RAW, H.265/H.264/MJPEG, ARB	Each	10336.00
XRN-6410DB4-40TB	8K NVR (Intel based), 64CH, 40TB RAW, H.265/H.264/MJPEG, ARB	Each	11152.00
XRN-6410DB4-48TB	8K NVR (Intel based), 64CH, 48TB RAW, H.265/H.264/MJPEG, ARB	Each	11968.00
XRN-6410DB4-56TB	8K NVR (Intel based), 64CH, 56TB RAW, H.265/H.264/MJPEG, ARB	Each	12784.00
XRN-6410DB4-64TB	8K NVR (Intel based), 64CH, 64TB RAW, H.265/H.264/MJPEG, ARB	Each	13600.00
XRN-6410DB4-88TB	8K NVR (Intel based), 64CH, 88TB RAW, H.265/H.264/MJPEG, ARB	Each	16048.00
XRN-6410DB4-96TB	8K NVR (Intel based), 64CH, 96TB RAW, H.265/H.264/MJPEG, ARB	Each	16864.00
XRN-6410DB4-104TB		Each	17680.00
XRN-6410DB4-112TB		Each	18496.00
XRN-6410DB4-120TB		Each	19312.00
XRN-6410DB4-128TB		Each	20128.00
XRN-6410DB4-140TB		Each	21352.00
XRN-6410DB4-150TB		Each	22372.00
XRN-6410DB4-160TB		Each	23392.00
XRN-6410RB2	8K NVR (Intel based), No HDD, 64 channels, H265,H264, MJPEG, 8 fixed	Each	4635.90
XRN-6410RB2-8TB	8K NVR (Intel based), 8TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	5451.90
XRN-6410RB2-16TB	8K NVR (Intel based),16TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	6267.90
XRN-6410RB2-24TB	8K NVR (Intel based), 24TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	7083.90
XRN-6410RB2-32TB	8K NVR (Intel based), 32TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	7899.90
XRN-6410RB2-48TB	8K NVR (Intel based), 48TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	9531.90
XRN-6410RB2-64TB	8K NVR (Intel based), 64TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	11163.90
XRN-6410B2	8K NVR (Intel based), No HDD, 64 channels, H265,H264, MJPEG, 8 fixed	Each	3547.90
XRN-6410B2-12TB	8K NVR (Intel based), 12TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	4771.90
XRN-6410B2-16TB	8K NVR (Intel based), 16TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	5179.90
XRN-6410B2-24TB	8K NVR (Intel based), 24TB, 64 channels, H265,H264, MJPEG, 8 fixed	Each	5995.90
XRN-6410B2-32TB	8K NVR (Intel based),32TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	6811.90
XRN-6410B2-48TB	8K NVR (Intel based), 48TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	8443.90
XRN-6410B2-64TB	8K NVR (Intel based), 64TB RAW, 64 channels, H265,H264, MJPEG, 8 fixed	Each	10075.90



XRN-3210RB2	8K NVR (Intel based), No HDD, 32 channels, H265,H264, MJPEG, 8 fixed	Each	4000.95
XRN-3210RB2-8TB	8K NVR (Intel based), 8TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	4816.95
XRN-3210RB2-16TB	8K NVR (Intel based),16TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	5632.95
XRN-3210RB2-24TB	8K NVR (Intel based), 24TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	6448.95
XRN-3210RB2-32TB	8K NVR (Intel based), 32TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	7264.95
XRN-3210RB2-48TB	8K NVR (Intel based), 48TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	8896.95
XRN-3210RB2-64TB	8K NVR (Intel based), 64TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	10528.95
XRN-3210B2	8K NVR (Intel based), No HDD, 32 channels, H265,H264, MJPEG, 8 fixed	Each	2912.95
XRN-3210B2-12TB	8K NVR (Intel based), 12TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	4136.95
XRN-3210B2-16TB	8K NVR (Intel based), 16TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	4544.95
XRN-3210B2-24TB	8K NVR (Intel based), 24TB, 32 channels, H265,H264, MJPEG, 8 fixed	Each	5360.95
XRN-3210B2-32TB	8K NVR (Intel based),32TB RAW,32 channels, H265,H264, MJPEG, 8 fixed	Each	6176.95
XRN-3210B2-48TB	8K NVR (Intel based), 48TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	7808.95
XRN-3210B2-64TB	8K NVR (Intel based), 64TB RAW, 32 channels, H265,H264, MJPEG, 8 fixed	Each	9440.95
XRN-3210B4	8K NVR (Intel based), 32CH No HDD, H.265/H.264/MJPEG, ARB	Each	5703.50
XRN-3210B4-12TB	8K NVR (Intel based), 32CH, 12TB RAW, H.265/H.264/MJPEG, ARB	Each	6927.50
XRN-3210B4-16TB	8K NVR (Intel based), 32CH, 16TB RAW, H.265/H.264/MJPEG, ARB	Each	7335.50
XRN-3210B4-20TB	8K NVR (Intel based), 32CH, 20TB RAW, H.265/H.264/MJPEG, ARB	Each	7743.50
XRN-3210B4-24TB	8K NVR (Intel based), 32CH, 24TB RAW, H.265/H.264/MJPEG, ARB	Each	8151.50
XRN-3210B4-32TB	8K NVR (Intel based), 32CH, 32TB RAW, H.265/H.264/MJPEG, ARB	Each	8967.50
XRN-3210B4-40TB	8K NVR (Intel based), 32CH, 40TB RAW, H.265/H.264/MJPEG, ARB	Each	9783.50
XRN-3210B4-48TB	8K NVR (Intel based), 32CH, 48TB RAW, H.265/H.264/MJPEG, ARB	Each	10599.50
XRN-3210B4-56TB	8K NVR (Intel based), 32CH, 56TB RAW, H.265/H.264/MJPEG, ARB	Each	11415.50
XRN-3210B4-64TB	8K NVR (Intel based), 32CH, 64TB RAW, H.265/H.264/MJPEG, ARB	Each	12231.50
XRN-3210B4-88TB	8K NVR (Intel based), 32CH, 88TB RAW, H.265/H.264/MJPEG, ARB	Each	14679.50
XRN-3210B4-96TB	8K NVR (Intel based), 32CH, 96TB RAW, H.265/H.264/MJPEG, ARB	Each	15495.50
XRN-3210B4-104TB		Each	16311.50
XRN-3210B4-112TB		Each	18351.50
XRN-3210B4-120TB		Each	19575.50
XRN-3210B4-128TB		Each	20799.50
XRN-3210B4-140TB		Each	22431.50

XRN-3210B4-150TB		Each	24267.50
XRN-3210B4-160TB		Each	26103.50
XRN-1620B2	8K NVR (Intel based), No HDD, 16 channels, H265,H264, MJPEG, 8 fixed	Each	1487.50
XRN-1620B2-2TB	8K NVR (Intel based), 2TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	1691.50
XRN-1620B2-4TB	8K NVR (Intel based), 4TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	1895.50
XRN-1620B2-8TB	8K NVR (Intel based), 8TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	2303.50
XRN-1620B2-12TB	8K NVR (Intel based), 12TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	2711.50
XRN-1620B2-16TB	8K NVR (Intel based), 16TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	3119.50
XRN-1620B2-24TB	8K NVR (Intel based), 24TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	3935.50
XRN-1620B2-30TB	8K NVR (Intel based), 30TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	4547.50
XRN-1620B2-36TB	8K NVR (Intel based),36TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	5159.50
XRN-1620B2-48TB	8K NVR (Intel based), 48TB RAW, 16 channels, H265,H264, MJPEG, 8 fixed	Each	6383.50
XRN-1620SB1	8K NVR (Intel based), No HDD, 16 channels with 16 PoE/PoE+ ports (PoE	Each	1643.90
XRN-1620SB1-2TB	8K NVR (Intel based), 2TB RAW, 16 channels with 16 PoE/PoE+ ports (PoE	Each	1847.90
XRN-1620SB1-4TB	8K NVR (Intel based), 4TB RAW 16 channels with 16 PoE/PoE+ ports (PoE	Each	2051.90
XRN-1620SB1-8TB	8K NVR (Intel based), 8TB RAW, 16 channels with 16 PoE/PoE+ ports (PoE	Each	2459.90
XRN-1620SB1-12TB	8K NVR (Intel based),12TB RAW, 16 channels with 16 PoE/PoE+ ports	Each	2867.90
XRN-1620SB1-16TB	8K NVR (Intel based), 16TB RAW, 16 channels with 16 PoE/PoE+ ports	Each	3275.90
XRN-1620SB1-24TB	8K NVR (Intel based), 24TB RAW, 16 channels with 16 PoE/PoE+ ports	Each	4091.90
XRN-820S	8K NVR (Intel based), No HDD, 8 channels with 8 PoE/PoE+ ports (PoE	Each	1161.95
XRN-820S-2TB	8K NVR (Intel based), 2TB RAW, 8 channels with 8 PoE/PoE+ ports (PoE	Each	1365.95
XRN-820S-4TB	8K NVR (Intel based), 4TB RAW, 8 channels with 8 PoE/PoE+ ports (PoE	Each	1569.95
XRN-820S-6TB	8K NVR (Intel based), 6TB RAW, 8 channels with 8 PoE/PoE+ ports (PoE	Each	1773.95
XRN-820S-8TB	8K NVR (Intel based), 8TB RAW, 8 channels with 8 PoE/PoE+ ports (PoE	Each	1977.95
XRN-820S-12TB	8K NVR (Intel based), 12TB RAW, 8 channels with 8 PoE/PoE+ ports (PoE	Each	2385.95
QRN-1630S		Each	977.50
QRN-1630S-2TB		Each	1283.50
QRN-1630S-4TB		Each	1589.50
QRN-1630S-6TB		Each	1895.50
QRN-1630S-8TB		Each	2201.50
QRN-1630S-10TB		Each	2507.50

QRN-1630S-12TB		Each	2813.50
QRN-1630S-16TB		Each	3425.50
QRN-1630S-20TB		Each	4037.50
QRN-830S		Each	646.00
QRN-830S-2TB		Each	952.00
QRN-830S-4TB		Each	1258.00
QRN-830S-6TB		Each	1564.00
QRN-820S	4K NVR, no HDD, supports: 8 channels with 8 PoE ports (PoE Budget	Each	646.00
QRN-820S-2TB	4K NVR, 2TB RAW, supports: 8 channels with 8 PoE ports (PoE Budget	Each	952.00
QRN-820S-4TB	4K NVR, 4TB RAW, supports: 8 channels with 8 PoE ports (PoE Budget	Each	1258.00
QRN-820S-6TB	4K NVR, 6TB RAW, supports: 8 channels with 8 PoE ports (PoE Budget	Each	1564.00
XRN-410S	4K NVR, no HDD, supports: 4 channels with 4 PoE/PoE+ ports,	Each	497.25
XRN-410S-1TB	4K NVR, 1TB RAW, supports: 4 channels with 4 PoE/PoE+ ports,	Each	650.25
XRN-410S-2TB	4K NVR, 2TB RAW, supports: 4 channels with 4 PoE/PoE+ ports,	Each	803.25
XRN-410S-4TB	4K NVR, 4TB RAW, supports: 4 channels with 4 PoE/PoE+ ports,	Each	1109.25
XRN-410S-6TB	4K NVR, 6TB RAW, supports: 4 channels with 4 PoE/PoE+ ports,	Each	1415.25
XRN-420S	4K NVR (Intel based), 4CH with 4 PoE/PoE+ ports (PoE Budget 50W),	Each	498.95
XRN-420S-2TB	4K NVR (Intel based) 2TB RAW, 4CH with 4 PoE/PoE+ ports (PoE Budget	Each	804.95
XRN-420S-4TB	4K NVR (Intel based) 4TB RAW, 4CH with 4 PoE/PoE+ ports (PoE Budget	Each	1110.95
XRN-420S-6TB	4K NVR (Intel based) 6TB RAW, 4CH with 4 PoE/PoE+ ports (PoE Budget	Each	1416.95
QRN-430S	4K NVR (Intel based), 4CH with 4 PoE/PoE+ ports (PoE Budget 35W),	Each	439.45
QRN-430S-2TB	4K NVR (Intel based), 2TB RAW, 4CH with 4 PoE/PoE+ ports (PoE Budget	Each	745.45
QRN-430S-4TB	4K NVR (Intel based), 4TB RAW, 4CH with 4 PoE/PoE+ ports (PoE Budget	Each	1051.45
QRN-430S-6TB	4K NVR (Intel based), 6TB RAW, 4CH with 4 PoE/PoE+ ports (PoE Budget	Each	1415.25
SPE-1630		Each	1168.75
SPE-1620	Encoder, 16CH H.265/H.264/MJPEG, 15fps @ 2MP, AHD/CVI/TVI/CVBS	Each	964.75
SPE-1610	Encoder, 16CH H.264/MJPEG, 30fps @ 2MP or lower and 15 fps @ 4MP,	Each	1160.25
SPE-420	Encoder, 4CH H.265/H.264/MJPEG, 5MP : 12fps/CH, 4MP : 15fps/CH,	Each	454.75
SPD-152		Each	722.50
SPD-151	Video decoding up to 48 cameras on HDMI / VGA, 1 camera decoding on	Each	680.00
SPD-150	Decoder, 49CH on 3 different monitors: HDMI 32 channel max, VGA 16	Each	680.00

SWT-G11MGHP	Hardened 11 Port - 2 x 100/1000/2500FX + 1 x 100/1000FX SFP Ports and	Each	3272.50
SWT-F11MGHP	Hardened 3 FX SFP 100/1000/2500Mbps FX + 8 Port 10/100Mbps TX	Each	2635.00
SBP-303HF	RJ-45 to Fiber mounting accessory for PTZ XNP-6320H/6321H, XNP-	Each	228.65
TMC-FSTM1ACM-A	Hardened mini media fiber converter (A),100mbps, ST connector, multi-	Each	620.50
TMC-FSTS1ACM-A	Hardened mini media fiber converter (A),100mbps, ST connector, single-	Each	722.50
TMC-FSTM1PoEM-A	Hardened media fiber converter (A), 100mbps, ST Connector, multi-	Each	765.00
TMC-FSTS1PoEM-A	Hardened media fiber converter (A), 100mbps, ST Connector, single-	Each	871.25
TMC-FSTM1-B	Hardened media fiber converter (B), cage mountable, 100mbps, ST	Each	620.50
TMC-FSTS1-B	Hardened media fiber converter (B), cage mountable, 100mbps, ST	Each	722.50
TMC-FSCM1ACM-A	Hardened mini media fiber converter (A),100mbps, SC connector, multi-	Each	620.50
TMC-FSCS1ACM-A	Hardened mini media fiber converter (A),100mbps, SC connector, single-	Each	722.50
TMC-FSCM1PoEM-A	Hardened media fiber converter (A), 100mbps, SC Connector, multi-	Each	765.00
TMC-FSCS1PoEM-A	Hardened media fiber converter (A), 100mbps, SC Connector, single-	Each	871.25
TMC-FSCM1-B	Hardened media fiber converter (B), cage mountable, 100mbps, SC	Each	620.50
TMC-FSCS1-B	Hardened media fiber converter (B), cage mountable, 100mbps, SC	Each	722.50
TMC-GSFPM	10/100/1000Mbps Multi-Rate media converter, SFP, 100FX/1000FX	Each	956.25
TMC-GSFP	10/100/1000Mbps Multi-Rate media converter, SFP, 100FX/1000FX	Each	956.25
TMC-GSFPPoEM	10/100/1000Mbps Multi-Rate media converter, SFP, 100FX/1000FX	Each	1041.25
TMC-FSFPPoE30M	Hardened 100Mbps Media Converter, SFP, 48V PoE, Power Supply	Each	646.00
SFP-GRJC	Copper 10/100/1000Mbps RJ45, MSA Compliant	Each	191.25
SFP-FLCM202	100Mbps, 1310nm, 2km, LC, 2 Fiber, Multi Mode, MSA Compliant	Each	136.00
SFP-FLCS220	100Mbps, 1310nm, 20km, LC, 2 Fiber, Single Mode, MSA Compliant	Each	144.50
SFP-FSCM102-A	100Mbps, 1310nm, 2km, SC, 1 Fiber, Pair with SFP-FSCM102-B, Multi	Each	221.00
SFP-FSCM102-B	100Mbps, 1550nm, 2km, SC, 1 Fiber, Pair with SFP-FSCM102-A, Multi	Each	221.00
SFP-FSCS120-A	100Mbps, 1310nm, 20km, SC, 1 Fiber, Pair with SFP-FSCM102-B, Single	Each	221.00
SFP-FSCS120-B	100Mbps, 1550nm, 20km, SC, 1 Fiber, Pair with SFP-FSCM102-A, Single	Each	221.00
SFP-GLCS215	1000Mbps, 1310nm, 15km, LC, 2 Fiber, Single Mode, MSA Compliant	Each	136.00
SFP-GLCS120-A	1000Mbps, 1310nm, 20km, LC, 1 Fiber, Pair with SFP-GLCS120-B, Single	Each	327.25
SFP-GLCS120-B	1000Mbps, 1550nm, 20km, LC, 1 Fiber, Pair with SFP-GLCS120-A, Single	Each	327.25
SFP-GLCM202	1000Mbps 1310nm, 2km, 2 Fiber, LC, Multi Mode, MSA Compliant	Each	276.25
SBP-C14	14 slot card cage rack, power supply included	Each	871.25

SBP-C03	3 slot card cage rack, power supply included	Each	493.00
SBP-C14PS1	90-264 VAC 50/60hz power supply for SBP-C14	Each	493.00
SBP-C14BP1	1 slot blank filler panel for SBP-C14 card cage	Each	29.75
SBP-C14BP3	3 slot blank filler panel for SBP-C14 card cage	Each	29.75
SBP-UDR	Universal DIN-Rail mount adapter kit that allow the Hanwha product to	Each	29.75
TEU-F01	Single-Channel Ethernet over UTP with Pass-through PoE	Each	399.50
TEC-F01	Single-Channel Ethernet over COAX with Pass-through PoE	Each	374.00
TEU-F04	Four-Channel Ethernet over UTP with Pass-through PoE	Each	1445.00
TEC-F04	Four-Channel Ethernet over COAX with Pass-through PoE	Each	1402.50
TEU-F16	Sixteen-Channel Ethernet over UTP with Pass-through PoE	Each	4165.00
TEC-F16	Sixteen-Channel Ethernet over COAX with Pass-through PoE	Each	4122.50
TER-F01	100 Meter Ethernet Repeater Pass-Through PoE Power	Each	327.25
TER-F01PD	100 Meter Ethernet Repeater External Power	Each	327.25
HCF-8010V	5MP (2560x1944) resolution, 20FPS @5MP, BLC, Day & Night (ICR),	Each	339.15
HCB-7000A	Wisenet HD+ 4MP box camera, AHD or CVBS formats are available, RS485	Each	153.00
HCO-7070RA	Wisenet HD+ 4MP IR bullet camera, AHD or CVBS formats are available,	Each	255.00
HCO-7010RA	Wisenet HD+ 4MP IR bullet camera, AHD or CVBS formats are available,	Each	170.00
HCO-7020RA	Wisenet HD+ 4MP IR bullet camera, AHD or CVBS formats are available,	Each	170.00
HCO-7030RA	Wisenet HD+ 4MP IR bullet camera, AHD or CVBS formats are available,	Each	170.00
HCV-7070RA	Wisenet HD+ 4MP IR outdoor dome camera, AHD or CVBS formats are	Each	255.00
HCV-7010RA	Wisenet HD+ 4MP IR outdoor dome camera, AHD or CVBS formats are	Each	170.00
HCV-7020RA	Wisenet HD+ 4MP IR outdoor dome camera, AHD or CVBS formats are	Each	170.00
HCV-7030RA	Wisenet HD+ 4MP IR outdoor dome camera, AHD or CVBS formats are	Each	170.00
HCD-7070RA	Wisenet HD+ 4MP IR indoor dome camera, AHD or CVBS formats are	Each	229.50
HCD-7010RA	Wisenet HD+ 4MP IR indoor dome camera, AHD or CVBS formats are	Each	153.00
HCD-7020RA	Wisenet HD+ 4MP IR indoor dome camera, AHD or CVBS formats are	Each	153.00
HCD-7030RA	Wisenet HD+ 4MP IR indoor dome camera, AHD or CVBS formats are	Each	153.00
HCB-6000	Wisenet HD+ 2MP, Full HD(1080p) 30fps box camera, AHD/TVI/CVI/CVBS,	Each	153.00
HCB-6001	Wisenet HD+ 2MP, Full HD(1080p) 30fps box camera, AHD/TVI/CVI/CVBS,	Each	182.75
HCD-6070R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR indoor dome camera,	Each	229.50
HCD-6080R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR indoor dome camera,	Each	272.00

HCD-6010	Wisenet HD+ 2MP indoor dome camera, AHD, CVI, TVI, CVBS formats are	Each	153.00
HCD-6020R	Wisenet HD+ 2MP IR indoor dome camera, AHD, CVI, TVI, CVBS formats	Each	178.50
HCV-6070R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR outdoor dome camera,	Each	255.00
HCV-6080R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR outdoor dome camera,	Each	297.50
HCO-6070R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR outdoor bullet camera,	Each	255.00
HCO-6020R	Wisenet HD+ 2MP IR bullet camera, AHD, CVI, TVI, CVBS formats are	Each	178.50
HCO-6080R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR outdoor bullet camera,	Each	297.50
HCP-6320A	Wisenet HD+ 2MP, Full HD(1080p) 30fps PTZ camera, Optical zoom lens	Each	1079.50
HCP-6320HA	Wisenet HD+ 2MP, Full HD(1080p) 30fps PTZ camera, Optical zoom lens	Each	1249.50
SCO-6085R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR bullet camera, 1/2.8" 2M	Each	212.50
SCV-6085R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR vandal dome camera, 1/2.8"	Each	212.50
SCD-6085R	Wisenet HD+ 2MP, Full HD(1080p) 30fps IR dome camera, 1/2.8" 2M	Each	195.50
SCB-6005	Wisenet HD+ 2MP, Full HD(1080p) 30fps, 1/2.8" 2M CMOS, 60dB DWDR,	Each	135.15
HRX-1634	5-in-1 16CH Pentabrid DVR, AHD, HDTVI, HDCVI (up to 8MP), Total	Each	680.00
HRX-1634-4TB	5-in-1 16CH Pentabrid DVR- 4TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	1088.00
HRX-1634-6TB	5-in-1 16CH Pentabrid DVR- 6TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	1292.00
HRX-1634-8TB	5-in-1 16CH Pentabrid DVR- 8TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	1496.00
HRX-1634-10TB	5-in-1 16CH Pentabrid DVR- 10TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	1700.00
HRX-1634-12TB	5-in-1 16CH Pentabrid DVR- 12TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	1904.00
HRX-1635	5-in-1 16CH Pentabrid DVR, AHD, HDTVI, HDCVI (up to 8MP), Total	Each	1161.95
HRX-1635-4TB	5-in-1 16CH Pentabrid DVR- 4TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	1569.95
HRX-1635-8TB	5-in-1 16CH Pentabrid DVR- 8TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	1977.95
HRX-1635-12TB	5-in-1 16CH Pentabrid DVR- 12TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	2385.95
HRX-1635-16TB	5-in-1 16CH Pentabrid DVR- 16TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	2793.95
HRX-1635-20TB	5-in-1 16CH Pentabrid DVR- 20TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	3201.95
HRX-1635-24TB	5-in-1 16CH Pentabrid DVR- 24TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	3609.95
HRX-1635-30TB	5-in-1 16CH Pentabrid DVR- 30TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	4221.95
HRX-1635-36TB	5-in-1 16CH Pentabrid DVR- 36TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	4833.95
HRX-1635-48TB	5-in-1 16CH Pentabrid DVR- 48TB Raw Storage, AHD, HDTVI, HDCVI (up to	Each	6057.95
HRX-835	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), TVI (up to 8MP), CVI (up to	Each	906.95
HRX-835-4TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 4TB Raw Storage.TVI (up	Each	1314.95

HRX-835-6TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 6TB Raw Storage.TVI (up	Each	1518.95
HRX-835-8TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 8TB Raw Storage.TVI (up	Each	1722.95
HRX-835-12TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 12TB Raw Storage.TVI	Each	2130.95
HRX-835-16TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 16TB Raw Storage.TVI	Each	2538.95
HRX-835-24TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 24TB Raw Storage.TVI	Each	3354.95
HRX-435	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), TVI (up to 8MP), CVI (up to	Each	340.00
HRX-435-2TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 2TB Raw Storage.TVI (up	Each	544.00
HRX-435-4TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 4TB Raw Storage.TVI (up	Each	748.00
HRX-435-6TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 6TB Raw Storage.TVI (up	Each	952.00
HRX-435-8TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 8TB Raw Storage.TVI (up	Each	1156.00
HRX-435-12TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 12TB Raw Storage.TVI	Each	1564.00
HRX-434	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), TVI (up to 8MP), CVI (up to	Each	283.90
HRX-434-2TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 2TB Raw Storage.TVI (up	Each	487.90
HRX-434-4TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 4TB Raw Storage.TVI (up	Each	691.90
HRX-434-6TB	Wisenet HD+ Pentabrid DVR AHD (up to 8MP), - 6TB Raw Storage.TVI (up	Each	895.90
SRX-AU121I	Optional D-Sub adapter with 12 RCA audio connector for SRD-16XX series	Each	59.50
SLA-C-E24	Canon 24mm f1.4L, Auto-Iris (EF 24mm f/1.4L II USM) : Horizontal field of	Each	4271.25
SLA-C-E50	Canon 50mm f1.2, Auto-Iris (EF 50mm f/1.2 USM) : Horizontal field of	Each	3357.50
SLA-C-E2470	Canon 24-70mm f/2.8L II USM (EF 24-70mm f/2.8L USM) : Horizontal	Each	4165.00
SLA-C-E70200	Canon 70-200mm f2.8L, Auto-Iris, Vari Focal (EF 70-200mm f/2.8L USM) :	Each	4632.50
SLA-C-I3910	1/1.8" 3.9-10mm F1.5 Varifocal, HD Series P-iris (i-CS Mount) Day/Night	Each	386.75
SLA-C-I2885	1/2.7" 2.8-8.5mm F1.2 Varifocal, HD Series P-iris (i-CS Mount) Day/Night	Each	369.75
SLA-T1080F	1.6mm fixed lens module, compatible with the XNB-6001, straight body	Each	263.50
SLA-T2480	2.4mm fixed lens module, compatible with the XNB-6001, straight body	Each	182.75
SLA-T2480V	2.4mm fixed lens module, compatible with the XNB-6001, right angle	Each	182.75
SLA-T4680	4.6mm pinhole lens module, compatible with the XNB-6001, straight	Each	182.75
SLA-T4680V	4.6mm pinhole lens module, compatible with the XNB-6001, right angle	Each	182.75
SLA-T4680A	4.6mm pinhole lens module, compatible with PNM-9000QB, straight	Each	182.75
SLA-T4680VA	4.6mm pinhole lens module, compatible with PNM-9000QB, right angle	Each	182.75
SLA-T2480A	2.4mm fixed lens module, compatible with PNM-9000QB, straight body	Each	182.75
SLA-T2480VA	2.4mm fixed lens module, compatible with PNM-9000QB, right angle	Each	182.75

SLA-T1080FA	1.6mm fixed lens module, compatible with PNM-9000QB, straight body	Each	263.50
SLA-H-4680VA	Height strip with 4.6mm pinhole lens module, compatible with PNM-	Each	463.25
SLA-T2880BA		Each	671.50
SLA-T4680DA		Each	229.50
SLA-T4680DSA		Each	229.50
SLA-T4680D	Door Jamb head with a 4.6mm lens, compatible with XNB-6001 (not	Each	229.50
SLA-T4680DS	Door Jamb head with a 4.6mm lens, compatible with XNB-6001 (not	Each	229.50
SLA-T4680DW	Door Jamb head with a 4.6mm lens, compatible with XNB-6001 (not	Each	229.50
SLA-T-M410DN	Megapixel Lens, image sensor from 1/2.3" up to 1/1.7", Up to 12MP	Each	357.00
SLA-T-M1250DN	Megapixel Lens, image sensor from 1/2.3" up to 1/1.7", Up to 12MP	Each	357.00
SLA-T-M940DN	Lens, 1/2.3", Up to 4K Vari-focal(9~40mm), Auto DC IRIS, CS-Mount,	Each	313.65
SLA-2M2400P	1/2.8" 2MP CMOS with a 2.4mm fixed focal lens, FoV: H: 135.4°, V: 71.2°	Each	72.25
SLA-2M2800P	1/2.8" 2MP CMOS with a 2.8mm fixed focal lens, FoV: H: 107.4°, V: 62.2°,	Each	72.25
SLA-2M3600P	1/2.8" 2MP CMOS with a 3.6mm fixed focal lens, FoV: H: 94.8°, V: 49.3°,	Each	72.25
SLA-2M6000P	1/2.8" 2MP CMOS with a 6.0mm fixed focal lens, FoV: H: 50.4°, V: 28.8°,	Each	72.25
SLA-2M1200P	1/2.8" 2MP CMOS with a 12.0mm fixed focal lens, FoV: H: 26.3°, V: 14.9°,	Each	72.25
SLA-5M3700P	1/1.8" 5MP CMOS with a 3.7mm fixed focal lens, FoV: H: 97.5°, V: 71.9°	Each	212.50
SLA-5M4600P	1/1.8" 5MP CMOS with a 4.6mm fixed focal lens, FoV: H: 77.9°, V: 57.9°	Each	212.50
SLA-5M7000P	1/1.8" 5MP CMOS with a 7.0mm fixed focal lens, FoV: H: 50.7°, V: 37.8°	Each	212.50
SLA-2M2400Q	1/2.8" 2MP CMOS with a 2.4mm fixed focal lens, FoV: H: 135.4°, V: 71.2°	Each	72.25
SLA-2M2800Q	1/2.8" 2MP CMOS with a 2.8mm fixed focal lens, FoV: H: 107.4°, V: 62.2°,	Each	72.25
SLA-2M3600Q	1/2.8" 2MP CMOS with a 3.6mm fixed focal lens, FoV: H: 94.8°, V: 49.3°,	Each	72.25
SLA-2M6000Q	1/2.8" 2MP CMOS with a 6.0mm fixed focal lens, FoV: H: 50.4°, V: 28.8°,	Each	72.25
SLA-5M3700Q	1/1.8" 5MP CMOS with a 3.7mm fixed focal lens, FoV: H: 97.5°, V: 71.9°	Each	212.50
SLA-5M4600Q	1/1.8" 5MP CMOS with a 4.6mm fixed focal lens, FoV: H: 77.9°, V: 57.9°	Each	212.50
SLA-5M7000Q	1/1.8" 5MP CMOS with a 7.0mm fixed focal lens, FoV: H: 50.7°, V: 37.8°	Each	212.50
SLA-5M3700D	1/1.8" 5MP CMOS with a 3.7mm fixed focal lens, FoV: H: 97.5°, V: 71.9°	Each	212.50
SLA-5M4600D	1/1.8" 5MP CMOS with a 4.6mm fixed focal lens, FoV: H: 77.9°, V: 57.9°	Each	212.50
SLA-5M7000D	1/1.8" 5MP CMOS with a 7.0mm fixed focal lens, FoV: H: 50.7°, V: 37.8°	Each	212.50
SLA-2M2400D	1/2.8" 2MP CMOS with a 2.4mm fixed focal lens, FoV: H: 135.4°, V: 71.2°,	Each	72.25
SLA-2M2800D	1/2.8" 2MP CMOS with a 2.8mm fixed focal lens, FoV: H: 107.4°, V: 62.2°,	Each	72.25



SLA-2M3600D	1/2.8" 2MP CMOS with a 3.6mm fixed focal lens, FoV: H: 94.8°, V: 49.3°,	Each	72.25
SLA-2M6000D	1/2.8" 2MP CMOS with a 6.0mm fixed focal lens, FoV: H: 50.4°, V: 28.8°,	Each	72.25
SLA-2M2402D	1/2.8" 2MP CMOS with a 2.4mm fixed focal lens, FoV: H: 135.4°, V: 71.2°,	Each	72.25
SLA-2M2802D	1/2.8" 2MP CMOS with a 2.8mm fixed focal lens, FoV: H: 107.4°, V: 62.2°,	Each	72.25
SLA-2M3602D	1/2.8" 2MP CMOS with a 3.6mm fixed focal lens, FoV: H: 94.8°, V: 49.3°,	Each	72.25
SLA-2M6002D	1/2.8" 2MP CMOS with a 6.0mm fixed focal lens, FoV: H: 50.4°, V: 28.8°,	Each	72.25
SLA-M2890DN	Lens, 1/2.8", 3 MP, Vari-focal (2.8-9.0mm), Auto DC Iris, CS-Mount	Each	169.15
SLA-M2890PN	Lens, 1/2.8", 3 MP, Vari-focal (2.8-9.0mm), Auto P Iris, CS-Mount	Each	211.65
SLA-F-M1550DNL	Lens, 1/2.7", 3 MP, Vari-focal (15-50mm), Auto DC Iris, CS-Mount, Tele	Each	313.65
SBD-110GP1		Each	17.00
SPM-4210	Network I/O Box for PTZ plus, 4-configurable I/O ports, Audio I/O, PoE.	Each	225.25
SBS-165TM	Tilt Mount for TID-600R, 30° Tilt angle, Installable on Left or Right	Each	26.35
SHS-165F	Flush Mount for TID-600R, 2 Cover plates included (White, Dark Brown)	Each	90.95
SBC-160BF		Each	42.50
SBC-165W	White Skin Cover for TID-600R	Each	18.70
TA-18	Turbine Compact Flush-Mount Back Box for TCIS-2 and TCIS-3	Each	263.50
TA-14	Windscreen Microphone for TCIS-2 and TCIS-3	Each	153.00
TA-13	Turbine Mini On Wall Back Box White, Compatible with TMIS-1	Each	246.50
TA-5	Bracket for US 2 GANG Double Depth back Box, compatible with TCIS-2	Each	76.50
TA-1	Turbine Compact Onwall Back Box, IP66, IK10, Aluminum ally, Grey,	Each	182.75
TKIS-2	Zenitel Turbine Intercom module used as an external relay for the Zenitel	Each	858.50
SBD-120GP	Adaptor plate for Single, Double, 4" Octagon, supported cameras (QND-	Each	38.25
SBD-110GP	Adaptor plate for Single, Double, 4" Octagon, supported cameras (7010R	Each	38.25
SBP-B-100P	Single Gang Box Converter Plate for XNV-6011	Each	33.15
STB-2000	ATM mounting bracket for remote head lens, compatible with SLA-T2480,	Each	105.40
SBP-329HM	Large Cap adapter (outdoor) for the Multi-Directional cameras PNM-	Each	63.75
SBP-168HM	Cap Adapter for the XNP-6120H	Each	67.15
SBP-140HMMW		Each	41.65
SBP-201HM	Cap Adapter for the PNM-9020V, HCM-9020VQ Multi-Sensor.	Each	41.65
SBP-201HMMW	Cap Adapter for the PNM-9000VD, PNM-7002VD Multi-sensor	Each	41.65
SBP-300HM8	Cap Adapter for the PND-9080R, XND-6080V/RV, XND-8080RV, XND-	Each	41.65

SBP-300HM7	Small cap adapter (aluminum), accessory for XNV-6011, SCD-6023R, QND-	Each	41.65
SBP-300HMW7	Small cap adapter (aluminum), accessory for XNV-6011W, QND-	Each	41.65
SBP-300HM6	Medium Cap Adapter (Aluminum), accessory for PNV-9080R, XNV-	Each	41.65
SBP-300HM5	Small cap adapter (aluminum), accessory for 5MP fisheye cameras (SNF-	Each	41.65
SBP-301HM4	Medium Cap Adapter (Aluminum) Accessory, (SCD-6083R, SCD-5080, SCD-	Each	41.65
SBP-301HM3	Medium Cap Adapter Accessory, HCP-6320A, XNP-6320/6321, QNP-	Each	41.65
SBP-301HMW3	Medium Cap Adapter Accessory, compatible with QNP-6250, QNP-6320,	Each	41.65
SBP-301HM5	Small Cap Adapter (Aluminum), accessory for SCV-6083R/6023R, QNV-	Each	41.65
SBP-099HMW	Small cap adapter, accessory for Q-mini cameras: QNF-8010,QNF-	Each	28.90
SBP-300HMW5	Small cap adapter, accessory for XNF-8010RW, (White color)	Each	41.65
SBP-302CM-06	Extension pendant pipe 6" long, fit the SBP-302CMB (Mounting backbox),	Each	38.25
SBP-301HMW2	Small cap adapter (aluminum) accessory, (QNV-8080R,QNV-6082R, LNV-	Each	41.65
SBP-317HMWP		Each	233.75
SBP-317HMW	Can be used with PNM-9084RQZ/9085RQZ. Mount screw size : PF 1 1/2",	Each	63.75
SBP-122HM	Small cap adapter for: (QND-7080R/6070R, QNV-7010R/20R/30R, QNV-	Each	28.90
SBP-122HMW	Cap adapter for the (QND-8080R/6082R, QNV-8010R/20R/30R, QNV-	Each	28.90
SBP-167HM	Hanging cap (ivory) for the indoor X Plus dome cameras	Each	42.50
SBP-276HMW	Cap adapter for the PNM-9084QZ, PNM-8082VT, PNM-9022V, PNM-	Each	63.75
SBP-167HMW	Hanging cap (white color) compatible with: XNF-9010RV/RVM, XND-	Each	42.50
SBP-187HM	Hanging cap (ivory) for the outdoor X Plus dome cameras	Each	42.50
SBP-187HMW	Hanging cap (white) for the outdoor X Plus dome cameras: XNV-	Each	42.50
SBC-170C	Silver Skin Cover for TNV-8011C	Each	29.75
SBC-170CB	Black Skin Cover for TNV-8011C	Each	29.75
SBC-170CW	White Skin Cover for TNV-8011C	Each	29.75
SBC-160B	Black skin cover for indoor X-Plus series domes XND-6081xx, XND-8081xx,	Each	42.50
SBC-180B	Black skin cover for outdoor X-Plus series domes XNV-6081xx, XNV-	Each	42.50
SBC-140C	Stainless Steel Skin Cover for TNV-8010C, dimensions: 152.6 x 147.1 x	Each	67.15
SBV-160WC	Weather cap for the following outdoor domes: (XNV-6080/R/8080R/PNV-	Each	25.50
SBV-120WC	Weather cap for the following outdoor domes: (XNV-	Each	25.50
SBV-120WCW	Weather cap for the following outdoor domes: (QNV-	Each	25.50
SBV-161WCW	Weather cap compatible with: XNV-C6083R/C7083R/C8083R/C9083R	Each	25.50

SBV-253WCW	Weather cap compatible with: PNM-9031RV / PNM-9022V	Each	29.75
SBV-A14B	Back box for A-series cameras	Each	41.65
SBV-125BW	Back box for outdoor Flat-Eye (QNE-8011R and QNE-8021R), white color	Each	41.65
SBV-180WW	Waterproof Backbox for Vandal X-Core and X-Plus cameras; Compatible	Each	102.00
SBV-215WCW	Weather cap for PNM-C7083RVD/7082RVD and PNM-	Each	34.00
SBP-215HMW	Hanging mount for PNM-C7083RVD/7082RVD and PNM-	Each	34.00
SBV-138TMW	23° Tilt mount for Varifocal outdoor dome Q and L series cameras:	Each	41.65
SBP-160TM	23° tilt mount for vandal outdoor domes (XNV-	Each	21.25
SBP-160TMW1	Tilt Mount, compatible with: XNF-9010RV/RVM, XND-9082RV, XND-	Each	41.65
SBP-300TM1	20° Tilt Angle Wall Mount Adapter (Poly Carbonate), Accessory for 5MP	Each	50.15
SPB-IND88W	Tinted dome for Indoor dome X-Core cameras	Each	68.00
SPB-VAN88W	Tinted dome for Vandal dome X-Core cameras	Each	72.25
SPB-VAN89W		Each	68.00
SHD-1350FPW	In-ceiling Housing for X-Plus module cameras	Each	114.75
SPB-VAN85W	Tinted bubble for outdoor X-Plus cameras, compatible with: XNV-	Each	68.00
SPB-IND85W	Tinted bubble for indoor X-Plus cameras, compatible with: XND-	Each	63.75
SPB-FCD85W	Tinted bubble for indoor flush mount X-Plus cameras, compatible with:	Each	63.75
SPB-PTZ71	Tinted replacement Bubble for XNP-6040H	Each	63.75
SPB-PTZ73	Tinted replacement Bubble for XNP-6120H	Each	85.00
SPB-PTZ85W	Smoked dome cover for PTZ Plus cameras: XNP-6400/6400R, XNP-	Each	85.00
SPB-VAN71	Tinted replacement Bubble for XNV-6120, XNV-6120R	Each	68.00
SPB-VAN81	Tinted replacement Bubble for XNV-6085	Each	68.00
SPB-IND83V	Tinted replacement Bubble for XND-6085V	Each	63.75
SPB-IND11	Tinted bubble (XND-6010/6020/8020R/8030R/8040R)	Each	21.25
SPB-IND12	Tinted bubble (QND- 6010R/6020R/6030R / 7010R/7020R/7030R, LND-	Each	21.25
SPB-INW72	Smoked dome cover for White Q/L varifocal indoor domes, (except QND-	Each	21.25
SPB-IND72	Tinted bubble (QND-6070R/7080R, LND-6071R)	Each	21.25
SPB-IND81V	Tinted bubble (XND-6080V/XND-6080RV XND-8080RV)	Each	38.25
SPB-VAN11	Tinted bubble (XNV- 6010/6020/ 8020R/8030R/8040R)	Each	21.25
SPB-VAN12	Tinted bubble (QNV- 6010R/6020R/6030R/ 7010R/7020R/7030R, LNV-	Each	21.25
SPB-VAN72	Tinted bubble (HCV-6070R/6080R/7070RA, SCV-6083R)	Each	29.75

SPB-VAW12	Smoked dome cover for White Q/L fixed vandal domes (LNV-	Each	21.25
SPB-INW12	Smoked dome cover for White Q/L fixed indoor domes (LND-	Each	21.25
SPB-INW13	Smoked dome cover for White 5MP Q series fixed lens (QND-	Each	21.25
SPB-INW73	Smoked dome cover for White QND-8080R	Each	21.25
SPB-VAN4	Accessory, tinted replacement Bubble for SCV-6023R	Each	58.65
SPB-VAN3	Accessory, tinted replacement Bubble for XNV-	Each	58.65
SPB-IND6	Accessory, tinted replacement Bubble for SCD-6083R,HCD-6080R/6070R	Each	33.15
SPB-PTZ6	Accessory, tinted replacement Bubble for Indoor PTZ: XNP-6320/6321,	Each	84.15
SPB-PTZ7	Accessory, tinted replacement Bubble for Outdoor PTZ: XNP-	Each	118.15
SPG-VAN13W		Each	67.15
SPB-VAW72	Smoked dome cover for: QNV-8080R, QNV-6082R, LNV-6072R	Each	29.75
SPG-IND12B	Black cover for QND-6012R / 22R/ 32R, QND-7010R / 20R / 30R, LND-	Each	21.25
SPG-IND72B	Black cover for QND-6082R, QND-7080R, LND-6072R	Each	21.25
SPG-IND16B	Black cover for Q-mini cameras QND-6011, QND-6021, QND-8011, QND-	Each	21.25
SHD-315F	2X2 drop ceiling tile flush mount adaptor for the PNM-9084RQZ and PNM-	Each	276.25
SHD-1198FW	In-ceiling flush mount accessory for indoor dome: QND-8080R, QND-	Each	67.15
SHF-1500F	In-ceiling flush mount accessory for XNF-8010R/RV/RVM, PNF-	Each	67.15
SHD-400F	In-ceiling flush mount accessory for XNV-6011, Aluminum Body, Ivory	Each	101.15
SHD-3000F1	In-ceiling flush mount accessory for PNV-9080R, XNV-6080/R, XNV-	Each	67.15
SHD-3000F2	In-ceiling flush mount accessory for Indoor dome: HCD-	Each	67.15
SHD-3000F3	In-ceiling flush mount accessory for vandal dome SCV-6083R/6023R, QNV-	Each	67.15
SHD-3000FW2	In-ceiling flush mount accessory for Indoor dome (QND-6082R, LND-	Each	67.15
SHD-3000F4	In-ceiling flush mount accessory for PND-9080R, XND-6080RV, XND-	Each	67.15
SHD-3000F5	In-ceiling flush mount accessory for PNM-9000VQ, plenum rated	Each	212.50
SHP-1680F	In-ceiling flush mount accessory for XNP-6120H, XND-6085V, XNV-6085	Each	67.15
SHD-B-3100FP1	Plenum rated In-ceiling flush mount accessory for PNV-9080R, XNV-	Each	147.90
SHP-3701F	PTZ In-Ceiling flush mount accessory for: XNP-6320/6321, QNP-	Each	170.00
SHP-3701FB	PTZ In-Ceiling flush mount accessory with a tinted bubble for: HCP-6320A,	Each	170.00
SHD-1408FW	In-ceiling flush mount accessory for: HCV-6070R/6080R/7070RA, PND-	Each	67.15
SHD-1408FPW	Plenum rated flush mount, white color. Compatible with HCD-	Each	106.25
SHD-1128FPW	Plenum rated flush mount, white color. Compatible with: QNF-	Each	67.15

SHP-1520FW		Each	101.15
SHP-1560FW	White color PTZ-Plus flush mount. Compatible with XNP-	Each	101.15
SHP-1560FPW	Plenum rated PTZ-Plus flush mount, white color. Compatible with XNP-	Each	135.15
SHP-1680FPW	White color PTZ flush mount. Compatible with HCP-6320/6320A, QNP-	Each	135.15
SHP-1680FW	In-ceiling flush mount accessory for XNP-6120H, XND-6085V, XNV-6085,	Each	67.15
SBU-500WM	Wall mount for the TNU-6321	Each	276.25
SBP-137WM1	Outdoor wall mount for outdoor domes (QNV-7010R/7020R/7030R, XNV-	Each	55.25
SBP-137WMW1	Outdoor wall mount for outdoor domes (QNV-	Each	55.25
SBP-125WMW	Outdoor wall mount for outdoor Flat-Eye (QNE-8011R and QNE-8021R),	Each	55.25
SBP-120WM	Indoor Wall mount for indoor domes (QND-	Each	21.25
SBP-120WMW	Indoor wall mount for indoor domes (QND-	Each	21.25
SBP-160WMW1	Wall mount for indoor dome cameras: Compatible models: XND-	Each	67.15
SBP-300WMW	White Gooseneck mount	Each	67.15
SBP-390WMW2	Wall Mount Accessory, 2x knock out built-in, compatible with all full size	Each	182.75
SBP-300WM1	Wall Mount Accessory, All caps except SBP-329HM and all outdoor PTZs	Each	67.15
SBP-300WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	Each	67.15
SBP-300WMS1	Stainless Steel wall mount for stainless steel cameras	Each	531.25
SBP-390WM1	Wall Mount Accessory, 2x knock out built-in, compatible with all full size	Each	182.75
SBP-390WM2	Wall Mount Accessory, 2x knock out built-in, compatible with all full size	Each	182.75
SBP-300WM	Wall Mount Accessory, All caps and all outdoor PTZs Ivory	Each	67.15
SBP-300WMS	Stainless Steel wall mount (gooseneck) for stainless steel cameras	Each	531.25
SBP-300HMS6	Stainless steel cap adaptor for XNV-6080RSA, XNV-8080RSA	Each	412.25
SBP-302PM	Pole Mount Adapter Accessory, use with SBO-100B1, PNO-9080R, SNO-	Each	67.15
SBP-300PMW2		Each	67.15
SBP-300PMW1	Pole Mount Adapter Accessory, use with SBP-300WMW1, White color,	Each	67.15
SBB-300PMW1		Each	27.20
SBP-300PM1	Pole Mount Adapter Accessory, use with SBP-300WM,SBP-300WM1, SBP-	Each	67.15
SBP-300PMS	Pole mount adaptor for the SBP-300WMS and SBP-300WMS1	Each	93.50
SBP-303PM	Pole mount adapter accessory for thermal bullet cameras, compatible	Each	67.15
SBP-300KM1	Corner Mount Adapter Accessory, ivory color	Each	67.15
SBP-300KMW1	Corner Mount Adapter Accessory, use with SBP-300WMW1, White color,	Each	67.15

SBP-300KMS	Corner mount adaptor for the SBP-300WMS and SBP-300WMS1	Each	127.50
SBP-300LM	Parapet Mount Accessory, compatible with all full size outdoor PTZs and	Each	335.75
SBP-300LMW	Parapet Mount Accessory, compatible with all full size outdoor PTZs and	Each	335.75
SBP-302CM	Telescopic pendant mount Accessory, require a mounting plate SBP-	Each	212.50
SBP-300CMW	Pendant Mount Accessory, white	Each	67.15
SBP-302CMA	Mounting plate for the telescopic pendant mount SBP-302CM	Each	25.50
SBP-300CM	Pendant Mount Accessory, Ivory	Each	67.15
SBP-302CM-36	Extension pendant pipe 36" long, fit the SBP-302CMB (Mounting	Each	89.25
SBP-302CM-12	Extension pendant pipe 12" long, fit the SBP-302CMB (Mounting	Each	55.25
SBP-302CMB	Back box made to fit SBP-302CM telescopic pendant mount and the	Each	161.50
SBP-302CMAS	Telescopic pendant mount accessory with 90 degrees swivel joint, 4.5' to	Each	340.00
SBP-302CMS	Swivel adapter for pendant mount for SBP-302CM, SBP-302CM-12, SBP-	Each	102.00
SBP-100S	Stainless steel mount strap (QTY of 2) for wall pole mount: SBP-	Each	8.50
SBP-156WMW	Wall/Pole mount, Material : Aluminum, Color : White, Dimensions	Each	126.65
SBP-156HMW	Hanging mount, Material : Aluminum, Color : White, Dimensions :	Each	55.25
SBP-156CMW	Ceiling mount, Weight: 4.2 kg (9.3 lb), Material: Aluminum, Color: White,	Each	216.75
SBP-156LMW	Parapet mount, White color parapet mount , Weight : 7.1 kg (15.7 lb),	Each	369.75
SBP-156KMW	Corner mount, Material: Aluminum, Color: White, Dimensions :	Each	101.15
SBP-099TMW	Tilt mount for Q fisheye cameras, Compatible with QNF-9010, QNF-8010	Each	41.65
SBP-125HMW	Hanging Mount for QNE-8011R/8021R	Each	28.90
SHD-2510FPW	Plenum Flush Mount for PNM-9084QZ/8082VT	Each	212.50
SHD-1600FPW	Plenum Flush Mount for XNF-8010R/8010RV/9010RV/9010RVM, XND-	Each	160.65
SBL-100D	Dome bracket for SLA-T2480A, SLA-T4680A, SLA-T2480, SLA-T4680	Each	33.15
SBL-101C	Corner bracket for SLA-T2480A, SLA-T4680A, SLA-T2480, SLA-T4680	Each	33.15
SCL-150	Extension cable for remote head lens, 15m (49.2Ft), compatible with:	Each	80.75
STB-1520VW	Box camera swivel adapter, converting 1.5"NPT to ¼-20 UNC, Compatible	Each	110.50
STB-5075W	Floor stand with adjustable height; compatible with all box cameras,	Each	382.50
STB-4150V	Wall/Ceiling Mount Accessory for Box cameras	Each	24.65
SBP-300B	Wall Mount Base, Works with Mounts (SBP-300WM/300WM1), Ivory	Each	75.65
SBP-300BW	Wall Mount Base, Works with Mounts SBP-300WMW1, white	Each	75.65
SBV-120GW	Back Box with knockouts, Compatible with QNV-	Each	41.65

SBO-100B1	IR Bullet camera Back box. (QNO-7030R/7020R/7010R, QNO-7080R, SCO-	Each	41.65
SBO-126B	IR bullet camera back box. (XNO-L6080R, QNO-8080R)	Each	41.65
SBO-147BA	Conduit Hole Adaptor for X-Core bullet cameras	Each	17.00
SBO-147B	Water-Proof Back Box for QNO-6082R	Each	63.75
SBV-160BW	White Back Box, Compatible with: XNF-9010RV/RVM, and all indoor X-	Each	41.65
SBV-158G	Vandal dome camera Back box. (PNV-9080R, XNV-6080/R, XNV-8080R,	Each	72.25
SBV-136B	Back Box with knockouts and water proof design, Compatible with	Each	41.65
SBV-136BW	Back box with knockouts (QNV-8080R,QNV-6082R), white color	Each	41.65
SBF-100B1	Fisheye camera Back box. (XNF-8010R/RV/RVM, PNF-9010R/RV/RVM)	Each	41.65
SBV-116B	Back box with knockouts, compatible with XNV-6011	Each	41.65
SBP-300NB	Installation Back box compatible with (SBP-300WM, SBP-300WM1, SBP-	Each	255.00
SBP-300NBW	Installation Back box compatible with (SBP-300WMW, SBP-300WMW1,	Each	255.00
SBP-300NM	PVM camera (TNB-6030) mounting hardware.	Each	55.25
SBP-2CTW1	2'x2' drop ceiling tile (or half of 2'x4' ceiling tile) accessory with 1.5" NPT	Each	127.50
SBP-HCFW	1.5" coupler, female thread on both sides, White	Each	12.75
SBP-HCF	1.5" coupler, female thread on both sides, Ivory	Each	12.75
SBP-35PVMB	Telescopic PVM uni-strut mount, 3'-5.5' drop length, VESA compatible	Each	136.00
SBP-35PVMW	Telescopic PVM uni-strut mount, 3'-5.5' drop length, VESA compatible	Each	136.00
SBP-59PVMB	Telescopic PVM uni-strut mount, 5'-9' drop length, VESA compatible	Each	170.00
SBP-59PVMW	Telescopic PVM uni-strut mount, 5'-9' drop length, VESA compatible	Each	170.00
SBP-917PVMB1		Each	212.50
SBP-917PVMW1	Telescopic PVM uni-strut mount, 9.5'-17' drop length, VESA compatible	Each	255.00
STB-10PVMSC-B	Self-checkout monitor mount, accommodates one SMT-1030PV 10" PVM,	Each	148.75
STB-10PVMCWA-W	Horizontal gondola monitor mount, accommodates one SMT-1030PV 10"	Each	246.50
STB-10PVMGUX-W	Gondola upright monitor mount, accommodates one SMT-1030PV 10"	Each	263.50
SPI-35B	Body Temperature Reference (black body), 3", EC 80601-2-59 standard,	Each	2193.00
SPI-50	IR emitter up to 200m (656 feet), 25° IR angle, 850nm wave length,	Each	1912.50
SHD-46VDB	Flush Door Jamb Lens Housing for SLA-T4680V lens (not included) and	Each	127.50
SHD-46VDE	Flush Door Jamb Lens Housing for SLA-T4680V lens (not included) and	Each	127.50
SHP-3701H	PTZ Housing Accessory, IP66, IK10, Built-in Heater -58°F	Each	466.65
WWT-P-VESA	VESA mount + adapter box for WWT-P and WRT-P Micro form factor	Each	110.50

WRR-P-HDDCRDL	HDD cradle for WRR-P and WRR-Q servers (1U and 2U chassis)	Each	68.00
SBP-302F	Ceiling tile support plate for the XND-6081FZ/8081FZ, XND-	Each	221.00
SPP-C7400		Each	38.25
SPC-100AC	24VAC module for the X Plus outdoor domes, compatible with QTY of 10	Each	276.25
SHB-9000H	TNB-9000 Box Camera Housing, Body/Sun shield : Aluminum, Front &	Each	2486.25
SHB-4301HP	Indoor/Outdoor PoE Housing w/Mounting Bracket Accessory,	Each	382.50
SHB-4300H1	Indoor/Outdoor Housing w/Mounting Bracket Accessory, Heater/Blower -	Each	296.65
SHB-4200	Indoor/Outdoor Housing w/Mounting Bracket Accessory, 14°F~122°F,	Each	76.50
SHB-4200H	Indoor/Outdoor Housing w/Mounting Bracket Accessory, Heater/Blower,	Each	119.00
SHB-V-3200HPR		Each	935.00
SHB-V-WCPA		Each	68.00
SHB-V-DBHWGC		Each	170.00
SBP-302CMW	Telescopic pendant mount Accessory, requires a mounting plate SBP-	Each	212.50
SBP-302CMAW	Mounting plate for the telescopic pendant mount SBP-302CMW (white	Each	25.50
SBP-302CM-06W	Extension pendant pipe 6" long, fit the SBP-302CMBW (Mounting	Each	38.25
SBP-302CM-12W	Extension pendant pipe 12" long, fit the SBP-302CMBW (Mounting	Each	55.25
SBP-302CM-36W	Extension pendant pipe 36" long, fit the SBP-302CMBW (Mounting	Each	89.25
SBP-302CMBW	Back box made to fit SBP-302CMW telescopic pendant mount and the	Each	161.50
SBP-302CMSW	Swivel adapter for pendant mount for SBP-302CMW, SBP-302CMW-06,	Each	102.00
SBP-302CMASW	Telescopic pendant mount accessory with 90 degrees swivel joint, 4.5' to	Each	340.00
SMT-3234	32" LED Monitor, 1080p (1920x1080), DVI, HDMI, VGA, CVBS, 16:9 aspect	Each	1436.50
SMT-4343	43" LED Monitor, 2160p (4K), HDMI, DP, 16:9 aspect ratio, Built-in	Each	1751.00
SMT-4343S	43" LED Monitor, 2160p (4K), HDMI, DP, 16:9 aspect ratio, Built-in	Each	1836.00
SMT-3230PV	32" IP public view monitor,1080p (1920x1080), HDMI, VGA, Ethernet,	Each	1819.00
SMT-3211PVM-PIP	32" IP public view monitor,1080p (1920x1080), HDMI, VGA, Ethernet,	Each	3527.50
SMT-3211PVM	32" IP public view monitor,1080p (1920x1080), HDMI, VGA, Ethernet,	Each	2974.15
SMT-2730PV	27" IP public view monitor,1080p (1920x1080), HDMI, VGA, Ethernet,	Each	1683.00
SMT-2701PVM	27" IP public view monitor,1080p (1920x1080), HDMI, VGA, Ethernet,	Each	2294.15
SMT-2431		Each	841.50
SMT-2212		Each	382.50
SMT-1935	19" LED Monitor, 600TVL (1280 x 1024), 2 BNC Loop Through, HDMI,	Each	586.50



SMT-1030PV	10" IP public view monitor,1080p (1920x1080), HDMI, VGA, Ethernet,	Each	850.00
SBM-3232	Single monitor desktop stand, compatible with SMT-3233 monitor, black	Each	85.00
SBM-4343	Single monitor desktop stand, compatible with SMT-4343 monitor, black	Each	85.00
SPC-7000	Controller, IP system keyboard with touch screen TFT LCD,	Each	1105.00
SPC-2010	Controller, 3D joystick, 2 line text LCD display, built-in jog shuttle, up to	Each	763.30
SPC-2001		Each	837.25
SPC-1010	Controller, PTZ joystick controller, 2 line text LCD display, up to 255	Each	424.15
SPO-8315		Each	361.25
SPO-6011		Each	310.25
PWR-P-POE15	PoE Injector, 15W, 10/100/1000Mbps Base-T, AC100~240V Input,	Each	63.75
PWR-DR12033	12VDC 33Watt (2.75A) DIN Rail High Temp Power Supply (-40°C to +71°C	Each	161.50
WRTC-EP5-1		Each	2125.00
WRTC-EP3-1	3 Years EPIC WebRTC Media Server License for one camera connection	Each	1360.00
DIN-SSDA006/CO	This is an on site engineering service that will be provided by one of	Each	2550.00
DIN-SSDA003/CO	This is a professional firmware customization service that will be provided	Each	425.00
DIN-SSDA008/CO	This is a remote engineering service that will be provided by a Hanwha	Each	1700.00
Mfg SKU	Product Description	Unit of Meas ure	KCDA Bid Price
ALPHA-215	PROGRAMMABLE LED ARRAY, 2.5" X 26" DISPLAY (LEDARRAY)	Each	2116.50
MEGADOT	PROGRAMMABLE LED ARRAY, 4.0" X 45.5" DISPLAY	Each	3213.00
MNS-4000UL/24	MNS 4000 LED Display, 24V, UL1638	Each	3366.00

MNS-CABLE	1' RS-485 connector cable for MNS-control	Each	54.40
MNS-CONTROL16	FACP INTERFACE FOR LED ARRAYS, 16 MESSAGES	Each	5176.50
MNS-CONTROL8	FACP INTERFACE FOR LED ARRAYS, 8 MESSAGES	Each	2805.00
SP-2/MNS	TWO MESSAGE SIGN, "ANNOUNCEMENT" AND "EVACUATE"	Each	879.75
SP-4	FOUR MESSAGE SIGN, "FIRE", "WEATHER", "ANNOUNCEMENT",	Each	807.50
DUCTCOV	REPLACEMENT COVER FOR SK-DUCT AND DNR DUCT SMOKE DETECTORS	Each	23.38
DUCTCOVW	REPLACEMENT COVER FOR DNRW DUCT SMOKE DETECTORS	Each	29.75
IDP-FIRE-CO-IV	Advanced multi-criteria fire/carbon monoxide detector, Classic ivory	Each	470.90
IDP-FIRE-CO-W	Advanced multi-criteria fire/carbon monoxide detector, Bright White	Each	260.10
IDP-HEAT-HT-IV	ADDRESSABLE VARIABLE DETECTOR HIGH TEMP,135 DEG.F - 190, IVORY	Each	179.35
IDP-HEAT-HT-W	ADDRESSABLE VARIABLE DETECTOR HIGH TEMP,135 DEG.F - 190, WHITE	Each	77.78
IDP-HEAT-IV	ADDRESSABLE THERMAL DETECTOR FIXED TEMP 135, IVORY	Each	179.35
IDP-HEAT-ROR-IV	ADDRESSABLE THRML DETC FIX TEMP 135°F, RATE OF RISE, IVORY	Each	179.35
IDP-HEAT-ROR-W	ADDRESSABLE THRML DETC FIX TEMP 135°F, RATE OF RISE, WHITE	Each	77.78
IDP-HEAT-W	ADDRESSABLE THERMAL DETECTOR FIXED TEMP 135, WHITE	Each	77.78
IDP-PHOTO-IV	ADDRESSABLE PHOTOELECTRIC SMOKE DETECT, IVORY	Each	221.85
IDP-PHOTO-R-IV	INTELLIGENT PHOTOELECTRIC REPLACEMENT SMOKE DETECTOR, IVORY,	Each	238.00
IDP-PHOTO-R-W	INTELLIGENT PHOTOELECTRIC REPLACEMENT SMOKE DETECTOR, WHITE,	Each	107.95
IDP-PHOTO-T-IV	ADDRESSABLE PHOTOELECTRIC SMOKE DETECT. W/ THERMAL, IVORY	Each	249.05
IDP-PHOTO-T-W	ADDRESSABLE PHOTOELECTRIC SMOKE DETECT. W/ THERMAL, WHITE	Each	113.90
IDP-PHOTO-W	ADDRESSABLE PHOTOELECTRIC SMOKE DETECT, WHITE	Each	116.45
IDP-PHOTO-W-BP	ADDRESSABLE PHOTOELECTRIC SMOKE DETECT, WHITE BULK PACK 10	Each	1003.00
IDP-PTIR-IV	Multi-criteria detector with three sensing elements (Photo, Thermal, IR) -	Each	272.00
IDP-PTIR-W	Multi-criteria detector with three sensing elements (Photo, Thermal, IR) -	Each	125.80
OSI-RI-FH	INTELLIGENT ADDRESSABLE IMAGING BEAM SMOKE DETECTION W/	Each	1870.00
CB500	Control module barrier, required by UL to separate power limited and	Each	22.53
FP-IVORY-BP	UNMARKED IVORY FACEPLATE 10-PACK	Each	97.75
FP-WHITE-2-BP	UNMARKED WHITE FACEPLATE 2 IN/2 OUT 10-PACK	Each	97.75
FP-WHITE-BP	UNMARKED WHITE FACEPLATE 10-PACK	Each	84.15
FP-WHITE-SWIFT-BP	UNMARKED WHITE FACEPLATE SWIFT 10-PACK	Each	107.35
IDP-ACB	ACCESSORY BOX FOR IDP MODULES	Each	141.95

IDP-CONTROL	ADDRESSABLE SUPERVISED CONTROL MODULE	Each	123.25
IDP-CONTROL-6	ADDRESSABLE 6 CIRCUIT SUPERVISED CONTROL MODULE	Each	629.00
IDP-ISO	ADDRESSABLE LINE ISOLATOR MOD. ISOLATES SHORT CIRCUITS ON SLC	Each	104.55
IDP-MINIMON	ADDRESSABLE MINI MONITOR MODULE, SUPERVISED, SINGLE CONTACT	Each	79.05
IDP-MONITOR	ADDRESSABLE MONITOR MODULE, SUPERVISED, SINGLE CONTACT	Each	90.95
IDP-MONITOR-10	ADDRESSABLE MONITOR MODULE, SUPERVISED, 10 POINTS	Each	667.25
IDP-MONITOR-2	ADDRESSABLE MONITOR MODULE, SUPERVISED W/ 2 INITIATING	Each	155.55
IDP-PULL-DA	ADDRESSABLE PULL STATION, DUAL ACTION, KEY RESET	Each	148.75
IDP-PULL-SA	ADDRESSABLE PULL STATION, SINGLE ACTION, KEY RESET	Each	137.70
IDP-RELAY	ADDRESSABLE RELAY MODULE W/ 2 ISOLATED SETS OF FORM C	Each	117.30
IDP-RELAY-6	ADDRESSABLE RELAY MODULE W/ 6 FORM C RELAYS	Each	595.00
IDP-RELAYMON-2	DUAL INPUT/DUAL OUTPUT MODULE	Each	369.75
IDP-ZONE	ADDRESSABLE 2-WIRE ZONE INTERFACE MODULE	Each	160.65
IDP-ZONE-6	ADDRESSABLE 2-WIRE ZONE INTERFACE W/ 6-ZONE INPUTS	Each	641.75
ISO-6	SIX POSITION LINE ISOLATOR MOD. ISOLATES SHORT CIRCUITS ON SLC	Each	552.50
M500X	ADDRESSABLE LINE ISOLATOR MODULE	Each	103.70
MBB-2	Back box, 2 unit	Each	135.15
MBB-6	Back box, 6 unit (requires MCH-6)	Each	279.65
MCH-6	6-unit mounting chassis for MBB-6	Each	75.23
NCM-1	NOISE CONTROL MODULE	Each	269.45
XP-4	EXTENSION POLE, 15 FT. (THREE, 5FT. POLES) FOR USE WITH XR2, XR2B	Each	342.55
XR2	DETECTOR INSTALLATION/REMOVAL TOOL KIT, LOW PROFILE FOR 700	Each	226.10
XR2B	DETECTOR INSTALLATION/REMOVAL TOOL KIT FOR 800 AND 355 SERIES	Each	261.80
B210W	SWIFT WIRELESS DETECTOR 6" BASE	Each	27.68
WAV-CRL	Wireless AV BASE - CEILING, RED - INCLUDES 8 CR-123A BATTERIES. USE L-	Each	294.55
WAV-CWL	Wireless AV BASE - CEILING, WHITE - INCLUDES 8 CR-123A BATTERIES.	Each	294.55
WAV-RL	Wireless AV BASE - WALL, RED - INCLUDES 8 CR-123A BATTERIES. USE L-	Each	294.55
WAV-WL	Wireless AV BASE - WALL, WHITE - INCLUDES 8 CR-123A BATTERIES. USE L-	Each	294.55
W-BATCART	SWIFT WIRELESS BATTERY CART - HOLD 4 CR-123A - FOR WIRELESS AV	Each	67.86
W-SYNC	Wireless AV SYNC MODULE - REQUIRED TO SYNC WIRELESS AV WITH	Each	400.88
W-USB	SWIFT WIRELESS USB KEY	Each	172.91

WIDP-ACCLIMATE	SWIFT WIRELESS ACCLIMATE DETECTOR	Each	358.81
WIDP-HEAT	SWIFT WIRELESS HEAT DETECTOR	Each	286.28
WIDP-HEAT-ROR	SWIFT WIRELESS HEAT RATE-OF-RISE DETECTOR	Each	286.45
WIDP-MONITOR	SWIFT WIRELESS MONITOR MODULE	Each	331.50
WIDP-PHOTO	SWIFT WIRELESS PHOTOELECTRIC DETECTOR	Each	323.85
WIDP-PULL-DA	SWIFT WIRELESS DUAL ACTION PULL STATION	Each	376.35
WIDP-RELAY	SWIFT WIRELESS RELAY MODULE	Each	387.60
WIDP-WGI	SWIFT WIRELESS GATEWAY	Each	488.75
B110LP	100 SERIES BASE - 2 WIRE 12/24 VOLT	Each	20.83
B110RLP	100 SERIES BASE - 2 WIRE 24 VT W/ CURRENT LIMIT RESISTOR	Each	38.68
B112LP	100 SERIES RELAY BASE - 4 WIRE 24 VT, FORM A & C W/CURRENT LIMIT	Each	73.95
B114LP	100 SERIES RELAY BASE - 4 WIRE 120 VT AC, FORM A & C AND	Each	192.10
B116LP	100 SERIES RELAY BASE - 2 WIRE 24 VT, FORM C	Each	97.75
B200S-IV	INTELLIGENT SOUNDER BASE HIGH/LOW VOLUME OUTPUT W/ANSI	Each	102.85
B200S-LF-IV	INTELLIGENT LOW FREQUENCY SOUNDER BASE W/ANSI TEMPORAL 3 OR	Each	164.90
B200S-LF-WH	INTELLIGENT LOW FREQUENCY SOUNDER BASE W/ANSI TEMPORAL 3 OR	Each	158.95
B200SR-IV	SOUNDER BASE ASSEMBLY, REVERSE COMPATIBLE, IVORY	Each	97.75
B200SR-LF-IV	LOW FREQUENCY SOUNDER BASE ASSEMBLY, REVERSE COMPATIBLE,	Each	162.35
B200SR-LF-WH	LOW FREQUENCY SOUNDER BASE ASSEMBLY, REVERSE COMPATIBLE,	Each	156.40
B200SR-WH	SOUNDER BASE ASSEMBLY, REVERSE COMPATIBLE, BRIGHT WHITE	Each	91.80
B200S-WH	INTELLIGENT SOUNDER BASE HIGH/LOW VOLUME OUTPUT W/ANSI	Each	96.90
B224BI-IV	ISOLATOR BASE, IVORY	Each	74.38
B224BI-WH	ISOLATOR BASE, BRIGHT WHITE	Each	68.43
B224RB-IV	RELAY BASE, IVORY	Each	75.65
B224RB-WH	RELAY BASE, BRIGHT WHITE	Each	69.70
B300-6	6" FLANGED MOUNTING BASE, WHITE	Each	19.13
B300-6-BP	6" FLANGED MOUNTING BASE, WHITE, BULK PACK	Each	170.00
B300-6-IV	6" FLANGED MOUNTING BASE, IVORY	Each	25.93
B501-BL	4 INCH BASE, BLACK	Each	33.15
B501-IV	4 INCH BASE, IVORY	Each	33.15
B501-WHITE	4 INCH BASE, BRIGHT WHITE	Each	25.93

B501-WHITE-BP	4 INCH BASE, BRIGHT WHITE - BULK PACK OF 10	Each	183.60
BB-STD	STANDARD 4 SQUARE BOX.	Each	9.35
C58-237-00	Replacement dust cover for low profile sensors	Each	7.57
CK300	COLOR KIT WHITE (INCLUDES COVER AND TRIM RING)-10 pack	Each	141.95
CK300-BL	COLOR KIT BLACK (INCLUDES COVER AND TRIM RING)-10 pack	Each	211.65
CK300-CO-BL	COLOR KIT BLACK; CO (INCLUDES COVER AND TRIM RING) - 10 pack	Each	211.65
CK300-CO-IV	COLOR KIT IVORY; CO (INCLUDES COVER AND TRIM RING) - 10 pack	Each	211.65
CK300-IR	Fire/CO, PTIR COLOR KIT WHITE - (INCLUDES COVER AND TRIM RING) - 10	Each	141.95
CK300-IR-BL	Fire/CO, PTIR COLOR KIT BLACK - (INCLUDES COVER AND TRIM RING) - 10	Each	211.65
CK300-IR-IV	Fire/CO, PTIR COLOR KIT IVORY - (INCLUDES COVER AND TRIM RING) - 10	Each	211.65
CK300-IV	COLOR KIT IVORY (INCLUDES COVER AND TRIM RING)-10 pack	Each	211.65
SMB500-WH	SURFACE MOUNT BOX; FOR INTELLIGENT CONTROL OR MONITOR	Each	17.85
SMB600	SURFACE MOUNT BOX; FOR 400 & 500 SERIES DETECTORS AND	Each	18.28
TR300	TRIM RING WHITE	Each	6.72
TR300-IV	TRIM RING IVORY	Each	14.60
005651		Each	223.55
058950RPS	PC BOARD ONLY FOR THE RPS-1000	Each	960.50
OIFP-2100BD	PC BOARD ONLY IFP-2100	Each	3315.00
OIFP-300BD	PC BOARD ONLY IFP-300	Each	2159.00
OIFP-75BD	PC BOARD ONLY IFP-75	Each	1598.00
ORA-100BD	PC BOARD ONLY RA-100	Each	709.75
ORA-2000BD	PC BOARD FOR RA-2000 ANNUNCIATOR	Each	748.00
ORFP-2100BD	PC BOARD FOR RFP-2100	Each	2737.00
ORPS1000HV	PC BOARD ONLY RPS-1000HV	Each	1003.00
ORPS-2000BD	PC BOARD FOR RPS-2000	Each	2762.50
ORPS-2000HVBD	PC BOARD FOR RPS-2000HV, HIGH VOLTAGE	Each	2941.00
151153		Each	59.93
151286		Each	25.08
58KEY	5820 FIREFIGHTERS KEY	Each	11.90
6861BIA	REPLACEMENT 4 X 40 LCD ANNUNCIATOR BOARD FOR ECS & EVS SYSTEMS	Each	612.00
6861GIA	REPLACEMENT 4 X 40 LCD ANNUNCIATOR BOARD FOR ECS & EVS SYSTEMS	Each	612.00

ECS-125WBCB	CABINET ONLY FOR ECS-125W - BLACK CABINET	Each	463.25
ECS-125WBD	BOARD ONLY ECS 125 WATT	Each	2558.50
ECS-125WCB	CABINET ONLY FOR ECS-125W - RED CABINET	Each	450.50
ECS-50WBCB	CABINET ONLY FOR ECS-50W - BLACK CABINET	Each	436.90
ECS-50WBD	BOARD ONLY FOR ECS-50W	Each	1479.00
ECS-50WCB	CABINET ONLY FOR ECS-50W - RED CABINET	Each	450.50
ECS-DUAL50WBCB	CABINET ONLY FOR ECS-DUAL50W - BLACK CABINET	Each	450.50
ECS-DUAL50WBD	BOARD ONLY FOR ECS-DUAL50W	Each	2575.50
ECS-EMG	REPLACEMENT SWITCH MODULE FOR IFP-300ECS AND IFP-2100ECS - 16	Each	573.75
ECS-NVCM	REPLACEMENT VOICE CONTROL MODULE FOR IFP-300ECS AND IFP-	Each	2388.50
IFP-2100BCB	CABINET ONLY FOR IFP-2100 - BLACK	Each	565.25
IFP-2100ECSCB	CABINET ONLY FOR IFP-2100ECS - RED CABINET	Each	1360.00
IFP-300BCB	CABINET ONLY FOR IFP-300 - BLACK	Each	565.25
IFP-300CB	CABINET ONLY FOR IFP-300 - RED	Each	565.25
IFP-300ECSBCB	CABINET ONLY FOR IFP-300ECS - BLACK CABINET	Each	1071.00
IFP-300ECSCB	CABINET ONLY FOR IFP-300ECS - RED CABINET	Each	1105.00
IFP-75BCB	CABINET ONLY FOR IFP-75 - BLACK	Each	269.45
IFP-75CB	CABINET ONLY FOR IFP-75 - RED	Each	282.20
REL-4.7K	END OF LINE RESISTOR; 4.7K WITH LEADS	Each	23.80
REL-4.7K-BP	END OF LINE RESISTOR; 4.7K WITH LEADS; QTY. 10	Each	201.45
REL-47K	END OF LINE RESISTOR; 47K WITH LEADS	Each	32.73
REL-47K-BP	END OF LINE RESISTOR; 47K WITH LEADS; QTY. 10	Each	294.10
RFP-2100BCB	CABINET ONLY FOR RFP-2100 - BLACK	Each	607.75
RFP-2100CB	CABINET ONLY FOR RFP-2100 - RED	Each	595.00
RPS-1000BCB	CABINET ONLY FOR RPS-1000 - BLACK	Each	404.60
SKF-FAD	Fire Alarm Document Cabinet, w\Farenhyt Lock	Each	260.10
SKF-SRD	Systems Records Document Cabinet, w\Farenhyt Lock	Each	211.65
SK-SCK	SEISMIC MOUNTING KIT FOR ALL SK CONTROLS AND POWER SUPPLIES	Each	259.25
THUMBLTCH	THUMB LOCK REPLACEMENT KIT USED TO REPLACE KEY LOCK WITH A	Each	32.73
006815		Each	633.25
00RPS-1000	INTELLIGENT POWER SUPPLY, 1000PT, RED	Each	1130.50

00RPS-1000CB	RPS-1000 CABINET ONLY MODEL	Each	447.95
00RPS-1000HV	POWER SUPPLY 1000PT HIGH-VOLTAGE	Each	1224.00
IFP-2100	FARENHYT 2100PT ADDRESSABLE FIRE PANEL - RED CABINET	Each	3136.50
IFP-2100B	FARENHYT 2100PT ADDRESSABLE FIRE PANEL - BLACK CABINET	Each	3136.50
IFP-2100HV	FARENHYT 2100PT ADDRESSABLE FIRE PANEL, 220V, RED CABINET	Each	3604.00
IFP-2100HVB	FARENHYT 2100PT ADDRESSABLE FIRE PANEL, 220V, BLACK CABINET	Each	3604.00
IFP-300	FARENHYT 300PT ADDRESSABLE FIRE PANEL - RED CABINET	Each	1870.00
IFP-300B	FARENHYT 300PT ADDRESSABLE FIRE PANEL - BLACK CABINET	Each	1870.00
IFP-75	FARENHYT 75PT ADDRESSABLE FIRE PANEL - RED CABINET	Each	1317.50
IFP-75B	FARENHYT 75PT ADDRESSABLE FIRE PANEL - BLACK CABINET	Each	1317.50
RFP-2100	REMOTE FIRE PANEL (NO DISPLAY) - 2100PT - RED CABINET	Each	2788.00
RFP-2100B	REMOTE FIRE PANEL (NO DISPLAY) - 2100PT - BLACK CABINET	Each	2788.00
RFP-2100HV	REMOTE FIRE PANEL (NO DISPLAY) - 2100PT, 220V, RED CABINET	Each	3179.00
RFP-2100HVB	REMOTE FIRE PANEL (NO DISPLAY) - 2100PT, 220V, BLACK CABINET	Each	3179.00
RPS-1000B	INTELLIGENT POWER SUPPLY, 1000PT, BLACK	Each	1198.50
SK-FML	MULTI-MODE FIBER DAUGHTER CARD	Each	169.15
SK-FSL	SINGLE MODE FIBER DAUGHTER CARD	Each	400.35
SK-NIC	NETWORK INTERFACE CARD	Each	1071.00
SK-NIC-KIT	NETWORK INTERFACE CARD W/MOUNTING KIT	Each	1300.50
ECS-125W	AMPLIFIER, 125 WATT - RED CABINET	Each	3017.50
ECS-125WB	AMPLIFIER, 125 WATT - BLACK CABINET	Each	2975.00
ECS-125WHV	ECS 125 WATT AMPLIFIER 220VAC	Each	3051.50
ECS-50W	AMPLIFIER, 50 WATT - RED CABINET	Each	1547.00
ECS-50WB	AMPLIFIER, 50 WATT - BLACK CABINET	Each	1538.50
ECS-50WBU	BACK-UP AMPLIFIER DAUGHTER BOARD FOR ECS-DUAL50W	Each	692.75
ECS-50WHV	ECS 50 WATT AMPLIFIER 220VAC	Each	1530.00
ECS-AMPMT	AMPLIFIER MOUNTING KIT FOR ECS-INT50	Each	58.23
ECS-CE4	4 CIRCUIT EXPANDER FOR ECS-50W OR ECS-125W	Each	390.15
ECS-DUAL50W	AMPLIFIER 50/100 WATT DUAL CHANNEL / BACK-UP AMP - RED CABINET	Each	3017.50
ECS-DUAL50WB	AMPLIFIER 50/100 WATT DUAL CHANNEL / BACK-UP AMP - BLACK	Each	3000.50
ECS-DUAL50WHV	AMPLIFIER 50/100 WATT DUAL CHANNEL / BACK-UP AMP -HIGH	Each	3119.50

ECS-INT50W	INTERNAL 50 WATT AMPLIFIER, ONE SPEAKER CIRCUIT	Each	1003.00
ECS-LOC	ECS LOCAL OPERATING CONSOLE - RED CABINET	Each	2040.00
ECS-LOC2100	ECS LOCAL OPERATING CONSOLE FOR IFP-2100ECS - RED CABINET	Each	2278.00
ECS-LOC2100B	ECS LOCAL OPERATING CONSOLE FOR IFP-2100ECSB - BLACK CABINET	Each	2286.50
ECS-LOCB	ECS LOCAL OPERATING CONSOLE - BLACK CABINET	Each	2057.00
ECS-RPU	REMOTE PAGING UNIT FOR IFP-ECS CONTROL PANELS	Each	1725.50
ECS-SW24	24 SWITCH EXPANDER FOR IFP-100ECS, IFP-1000ECS	Each	701.25
IFP-2100ECS	IFP-2100 INTEGRATED WITH EMERGENCY COMMUNICATION SYSTEM -	Each	5618.50
IFP-2100ECSB	IFP-2100 INTEGRATED WITH EMERGENCY COMMUNICATION SYSTEM -	Each	5618.50
IFP-2100ECSHV	IFP-2100 INTEGRATED WITH EMERGENCY COMMUNICATION SYSTEM -	Each	5924.50
IFP-2100ECSHVB	IFP-2100 INTEGRATED WITH EMERGENCY COMMUNICATION SYSTEM -	Each	5924.50
IFP-300ECS	IFP-300 INTEGRATED WITH EMERGENCY COMMUNICATION SYSTEM -	Each	4666.50
IFP-300ECSB	IFP-300 INTEGRATED WITH EMERGENCY COMMUNICATION SYSTEM -	Each	4666.50
IFP-RPT-FO	REPEATER FIBER OPTIC	Each	1360.00
IFP-RPT-FO-KIT	FIBER OPTIC NETWORK REPEATER CARD & CABINET KIT	Each	1657.50
IFP-RPT-UTP	REPEATER UNSHIELDED TWISTED PAIR	Each	1147.50
IFP-RPT-UTP-KIT	WIRE TWISTED PAIR NETWORK REPEATER CARD & CABINET KIT	Each	1445.00
00PLEX-2	DOOR OPTION 2, 5808, SK5208	Each	304.30
00RA-100	LCD ANNUNCIATOR FOR USE W/ IFP-100 & IFP-1000, IN RED CABINET	Each	854.25
00RA-1000	LCD ANNUNCIATOR, FOR THE IFP-1000, GRAY BEZEL	Each	680.00
00RA-1000R	LCD ANNUNCIATOR, FOR THE IFP-1000, RED BEZEL	Each	680.00
00RA-100TR	TRIM RING FOR THE RA-100	Each	107.10
058200IFP	PC BOARD ONLY FOR THE IFP-1000	Each	3502.00
OIFP-100BD	PC BOARD ONLY IFP-100	Each	2575.50
OIFP-100IA	PC BOARD ONLY IFP-100 INTERNAL ANNUNCIATOR	Each	620.50
OIFP-2000BD	PC BOARD FOR IFP-2000	Each	4190.50
OIFP-2000HVBD	PC BOARD FOR IFP-2000HV, HIGH VOLTAGE	Each	3570.00
OIFP-50BD	PC BOARD ONLY IFP-50	Each	1819.00
IFP-2000	SCALABLE ANALOG/ADDRESSABLE FIRE ALARM CONTROL PANEL	Each	3731.50
IFP-2000CB	CABINET ASSEMBLY FOR IFP-2000	Each	684.25
RA-2000	LCD REMOTE ANNUNCIATOR FOR THE IFP-2000, 4 X 40 DISPLAY	Each	909.50



RA-2000GRAY	LCD REMOTE ANNUNCIATOR FOR THE IFP-2000, GRAY	Each	922.25
RPS-2000	SCALABLE ADDRESSABLE POWER SUPPLY PANEL, W/NO DISPLAY, RED	Each	2915.50
00VIP-TR	TRIM RING FOR VIP PRODUCTS	Each	127.50
ECS-RCU	ECS REMOTE COMMAND UNIT (REPLACES VIP-RM)	Each	2227.00
ECS-RCU2000	REMOTE COMMAND UNIT FOR IFP-2000ECS	Each	2465.00
ECS-RVM	REPLACEMENT REMOTE VOICE MODULE FOR ECS-RCU or ECS-RCU2000	Each	2048.50
ECS-VCM	REPLACEMENT VOICE CONTROL MODULE FOR IFP100ECS, IFP-1000ECS or	Each	2575.50
IFP-100ECSBD	BOARD ONLY FOR IFP-100ECS	Each	1904.00
IFP-2000ECS	IFP-2000 INTEGRATED WITH EMERGENCY COMMUNICATION SYSTEM	Each	6188.00
IFP-2000ECSCB	CABINET ONLY FOR IFP-2000ECS	Each	1394.00
005496		Each	777.75
005496CB	CABINET ONLY 5496	Each	213.35
005815RMK	CABINET ACCESSORY, 5815XL/6815 REMOTE MOUNTING KIT - RED	Each	180.20
005815XL	SLC SLC LOOP EXPANDER	Each	697.00
005824		Each	521.90
005860TG	TRIM RING FOR USE W/ 5860 & RA-1000, GRAY	Each	70.13
005860TR	TRIM RING FOR USE W/ 5860R & RA-1000R, RED	Each	70.13
005865-3	LED ANNUNCIATOR 15 ZONE	Each	709.75
005865-4	LED ANNUNCIATOR 15 ZONE W/SWITCHES	Each	782.00
005880		Each	544.00
005883		Each	416.50
005895XLCB	CABINET ASSEMBLY FOR THE 5895XL	Each	407.15
054960		Each	782.00
067000BD	SILENT KNIGHT 6700 REPLACEMENT BOARD	Each	1215.50
068080BD	SILENT KNIGHT 6808 REPLACEMENT BOARD	Each	1521.50
068200BD	SILENT KNIGHT 6820 REPLACEMENT BOARD	Each	2363.00
5815RMKB	CABINET ACCESSORY, 5815XL/6815 REMOTE MOUNTING KIT - BLACK	Each	199.75
DF-50	DEADFRONT ACCESSORY FOR THE 5700	Each	66.30
SK-F485C	SERIAL TO FIBER SBUS CONVERTER CARD	Each	824.50
SP-TR	SMALL PANEL TRIM RING FOR 5600, 005700, IFP-25, IFP-50, IFP-75 (RED)	Each	107.95
SP-TRB	SMALL PANEL TRIM RING FOR 5600, 005700, IFP-25, IFP-50, IFP-75	Each	109.65

EVS-MIC	REPLACEMENT MICROPHONE FOR 5820XL-EVS or EVS-RCU	Each	272.00
VSR-0	Blank Plate	Each	#VALUE!
VSR-000	SubRack, ADD for each SubRack assembly	Each	#VALUE!
VSR-1	Programmer with remote termination card - no relays	Each	1711.90
VSR-2	Standard display with 7 relay remote termination card	Each	1827.50
VSR-3	VESDAnet Socket	Each	977.50
VSR-4	Scanner display with 7 relay remote termination card	Each	1937.15
VSR-5	(DRP) 7 relay remote termination card and relay processor	Each	1261.40
VSR-6	Standard display with remote termination card - no relays	Each	1615.00
VSR-7	Scanner display with remote termination card - no relays	Each	1711.90
VSR-8	Scanner display with 12 relay remote termination card	Each	2117.35
VSR-9	(DRP) 12 relay remote termination card and relay processor	Each	1441.60
VSR-J	VLC VN display with 7 relays	Each	1576.75
VSR-K	VLC VN display with no relays	Each	1351.50
VSR-Q	VLI display with relays	Each	1937.15
VSR-T	VLI display with no relays	Each	1711.90
VSR-V	VLF display with 7 relays	Each	1937.15
VKT-020	VESDA VLF - 250 Demo unit only, Demo unit with power connector plug	Each	2612.90
VKT-020-US	VESDA VLF VKT - 020 Sales Demo Kit includes VLF - 250	Each	2838.15
VKT-050	VESDA VLF - 500 Demo unit only, Demo unit with power connector plug	Each	3153.50
VKT-301	OSID Demo kit consisting of 2 X OSE-SPW (fitted with alkaline batteries),	Each	3468.85
VKT-855	VESDA-E VES Demo Kit	Each	12614.00
VKT-900	VESDA-E VEA Demo Unit	Each	10631.80
VKT-HIGH AIRFLOW	High Airflow Demo Kit: A spot detector is mounted under the hood below	Each	1351.50
VEA-040-A00	VESDA-E VEA-40 Aspirating Smoke Detector with LEDs	Each	8289.20
VEA-040-A10	VESDA-E VEA-40 Aspirating Smoke Detector with 3.5" Display	Each	9190.20
VER-A40-40-STX	VESDA-E VEA 40-Relay Local StaX	Each	2207.45
VEP-A00-1P	VEP WITH LEDs, 1 PIPE	Each	4955.50
VEP-A00-P	VEP with LEDs	Each	6937.70
VEP-A10-P	VEP with 3.5" Display	Each	7658.50
VES-A00-P	VESDA-E VES with LED display and 4 pipes, covers up to 21,520 sq.ft	Each	11262.50

VES-A10-P	VESDA-E VES with 3.5 inch display with 4 pipes, covers up to 21,520 sq.ft	Each	12163.50
VEU-A00	VESDA-E VEU with LED's	Each	9550.60
VEU-A10	VESDA-E VEU with 3.5" Display	Each	10541.70
VSP-964	VESDA-E SERIES SMOKE DETECTION CHAMBER	Each	2657.95
VLF-250	VESDA LaserFOCUS(250), compatible with the entire family of VESDA	Each	2612.90
VLF-500	VESDA LaserFOCUS (500), compatible with the entire family of VESDA	Each	3243.60
LT-ACC-BKT-PK5	Sensor Mount Kit Spare - 5BKT 10NUT	Each	114.75
LT-ACC-CCL-1	1' Controller Daisy Chain Cable (RJ45 Grey)	Each	11.90
LT-ACC-CCL-100	100' Ctrl Daisy Chain Cable (RJ45 Grey)	Each	125.80
LT-ACC-CCL-25	25' Controller Daisy Chain Cable (RJ45 Grey)	Each	37.40
LT-ACC-CCL-3	3' Controller Daisy Chain Cable (RJ45 Grey)	Each	14.45
LT-ACC-CCL-50	50' Ctrl Daisy Chain Cable (RJ45 Grey)	Each	58.65
LT-ACC-DCL	10' Digital Output Cable	Each	126.65
LT-ACC-IPA	MODBUS TCP/IP Adapter	Each	1011.50
LT-ACC-MCL-100	100' Monitoring Sensor Cable (RJ45 Black)	Each	125.80
LT-ACC-MCL-25	25' Monitoring Sensor Cable (RJ45 Black)	Each	31.45
LT-ACC-MCL-50	50' Monitoring Sensor Cable (RJ45 Black)	Each	58.65
LT-ACC-OEM	OEM Board	Each	850.00
LT-ACC-PCL	10' Power Cable	Each	58.65
LT-ACC-RCL-100	100' Reference Sensor Cable (RJ45 Blue)	Each	126.65
LT-ACC-RCL-25	25' Reference Sensor Cable (RJ45 Blue)	Each	31.45
LT-ACC-RCL-50	50' Reference Sensor Cable (RJ45 Blue)	Each	58.65
LT-ACC-RLY	Form C Relay	Each	123.25
LT-ACC-SCL-MF	6' MODBUS Serial Cable M-F	Each	14.45
LT-ACC-TST	DEC Bump Test Bottle	Each	208.25
LT-CTR-C-HON	Combined controller	Each	2833.05
LT-SEN-M	Monitoring sensor	Each	850.00
LT-SEN-R	Reference sensor	Each	850.00
OSE-ACF	Anti-condensation film for Emitter - 10 units	Each	203.15
OSEH-ACF	Anti-condensation film for OSID-EH housings - 10 units	Each	765.85
OSE-HP-01	Emitter -High Power, Battery	Each	514.25

OSE-HPW-L8	Emitter - High Power, Wired	Each	1018.30
OSE-RBA	Emitter spare battery Alkaline	Each	99.45
OSE-SP-L8	Emitter - Standard Power	Each	459.85
OSE-SPW-L8	Emitter - Standard Power, Wired	Each	459.85
OSI-10-L8	OSID Imager - 7° Coverage, 24VDC	Each	955.40
OSI-90-L8	IMAGER - 80° Coverage	Each	981.75
OSID-EHE	Aspirating IP65 Emitter Environ Hsng	Each	261.80
OSID-EHI	Aspirating IP65 IMAGER Environ Hsng	Each	334.05
OSID-INST	OSID Installation Kit. Incl: Laser Alignment Tool, Test Filter, PC Cable,	Each	316.20
OSID-SK	Starter kit including OSI-10, OSE-SP-01 and OSID-INST	Each	1351.50
OSID-WG	Aspirating Wire Guard	Each	77.35
OSP-001	FTDI Cable 1.5m	Each	81.60
OSP-002	Laser Alignment tool	Each	122.40
OSP-003	Acrylic Test Filter - 10 pack	Each	122.40
OSP-004	Test filter 10 pack	Each	171.70
E700-CAPKIT	Connector kit for miniature sampling point and Capillary Tube	Each	23.80
E700-FIL-ASSY	External Filter Assembly	Each	261.80
E700-SP-DCLPIPE	Sampling Pipe Labels - 35 Per Roll.	Each	19.55
VSW-206	Central Site License – Primary PC	Each	3198.55
VSW-216	Central Site License – Secondary PC	Each	2657.95
VSW-226	VSM3 Upgrade – Primary PC	Each	1937.15
VSW-346	VESDAnet Network Connection – 1 required per monitored VESDAnet	Each	559.30
VSW-356	VESDAnet Detector Connection – 1 required per monitored detector.	Each	140.25
VSW-356-ECO	VESDA ECO DETECTOR NETWORK CONNECTION– 1 required per	Each	153.85
VSW-366	VESDATAk/VESDALink Detector Connections – VESDATAk for use with	Each	401.20
VSW-502	Text to Speech – English	Each	2162.40
VSW-600	VESDA REMOTE NOTIFICATION EMAIL/SMS	Each	2657.95
LF41333	ECO Detector Filter Cartridge Assembly	Each	22.95
VSP-002	Standard Display Module	Each	1396.55
VSP-016	12 Relay Head Termination Card (HTC12)	Each	2207.45
VRE-001	Single Blanking Plate	Each	99.45

VRE-002	Double Blanking Plate	Each	108.80
XCL-LB-CH4-RA	VESDA Sensepoint XCL Flammable (CAT) 20-100% LEL, 4-20mA Analogue,	Each	2342.60
XCL-LB-CH4-RM	VESDA Sensepoint XCL Flammable (CAT) 20-100% LEL, Modbus RTU,	Each	2522.80
XCL-LB-CO2PP-RA	VESDA Sensepoint XCL CO2 5,000 ppm, mA Relays	Each	3694.10
XCL-LB-CO2PP-RM	VESDA Sensepoint XCL CO2 5,000 ppm, Modbus Relays	Each	3919.35
XCL-LB-CO2VV-RA	VESDA Sensepoint XCL CO2 5.0 %v/v, mA Relays	Each	3694.10
XCL-LB-CO2VV-RM	VESDA Sensepoint XCL CO2 5.0 %v/v, Modbus Relays	Each	3919.35
XCL-LB-CO-RA	VESDA Sensepoint XCL CO 300ppm, mA Relays	Each	2072.30
XCL-LB-CO-RM	VESDA Sensepoint XCL CO 300ppm, Modbus Relays	Each	2117.35
XCL-LB-H2-RA	VESDA Sensepoint XCL H2 1000ppm, mA Relays	Each	3063.40
XCL-LB-H2-RM	VESDA Sensepoint XCL H2 1000ppm, Modbus Relays	Each	3198.55
XCL-LB-H2S-RA	VESDA Sensepoint XCL H2S 50ppm, mA Relays	Each	2703.00
XCL-LB-H2S-RM	VESDA Sensepoint XCL H2S 50ppm, Modbus Relays	Each	2703.00
XCL-LB-NH3-RA	VESDA Sensepoint XCL NH3 100ppm, mA Relays	Each	3288.65
XCL-LB-NH3-RM	VESDA Sensepoint XCL NH3 100ppm, Modbus Relays	Each	3513.90
XCL-LB-NO2-RA	VESDA Sensepoint XCL NO2 20ppm, mA Relays	Each	2117.35
XCL-LB-NO2-RM	VESDA Sensepoint XCL NO2 20ppm, Modbus Relays	Each	2252.50
XCL-LB-O2-RA	VESDA Sensepoint XCL Oxygen 0 to 25 %v/v, mA Relays	Each	2072.30
XCL-LB-O2-RM	VESDA Sensepoint XCL Oxygen 0 to 25 %v/v, Modbus Relays	Each	2072.30
XCL-VEA-CH4-RA	VESDA Sensepoint XCL CH4 0-100% LEL 4-20mA Relay for VEA	Each	1711.90
XCL-VEA-CH4-RA-5	5 x VESDA Sensepoint XCL CH4 0-100% LEL 4-20mA Relay for VEA	Each	4595.10
XCL-VEA-CH4-RM	VESDA Sensepoint XCL CH4 0-100% LEL Modbus Relay for VEA	Each	1802.00
XCL-VEA-CO2PP-RA	VESDA Sensepoint XCL CO2 5000ppm 4-20mA Relay for VEA	Each	3018.35
XCL-VEA-CO2PP-RM	VESDA Sensepoint XCL CO2 5000ppm Modbus Relay for VEA	Each	3198.55
XCL-VEA-CO2VV-RA	VESDA Sensepoint XCL CO2 5% v/v 4-20mA Relay for VEA	Each	3018.35
XCL-VEA-CO2VV-RM	VESDA Sensepoint XCL CO2 5% v/v Modbus Relay for VEA	Each	3198.55
XCL-VEA-CO-RA	VESDA Sensepoint XCL CO 300ppm 4-20mA Relay for VEA	Each	1711.90
XCL-VEA-CO-RA-5	5 x VESDA Sensepoint XCL CO 300ppm 4-20mA Relay for VEA	Each	6036.70
XCL-VEA-H2-RA	VESDA Sensepoint XCL H2 1000ppm 4-20mA Relay for VEA	Each	3018.35
XCL-VEA-H2-RA-5	5 x VESDA Sensepoint XCL H2 1000ppm 4-20mA Relay for VEA	Each	7208.00
XCL-VEA-H2-RM	VESDA Sensepoint XCL H2 1000ppm Modbus Relay for VEA	Each	3198.55

VLI-880	VESDA VLI WITH RELAYS AND ETHERNET ONLY	Each	8379.30
VLI-885	VESDA VLI WITH VESDANET	Each	9190.20
06-0000-L8	Blanking baffle (package of ten 10 baffles) for replacement purposes.	Each	71.40
06-HN10	Baffle for ASD-PL2F pack of 10	Each	62.07
LF42243	DUAL ZONE DUCT SAMPLING KIT - INCLUDES (3) TUBE MOUNTING	Each	283.90
LF42249	50' Flexible single core tube - provides one 50 foot long 1/2" I.D. flexible	Each	144.50
LF42250	25' Flexible single core tube - provides one 25 foot long 1/2" I.D. flexible	Each	243.95
LF42283	DUAL ZONE WATER TRAP KIT. FOR USE WITH XAS-2-US - INCLUDES 3/4"	Each	230.35
LF42286	36" Probe Kit (one - 36" sample & one - 8" exhaust)	Each	48.45
XAS-1-US	Single Zone Air Sampling Unit. UL Listed for use with ASD-PL2F	Each	1531.70
XAS-2-US	Dual Zone Air Sampling Unit. UL Listed for use with ASD-PL2F	Each	1892.10
SSM24-10	24 VOLT, 10" BELL	Each	104.55
SSM24-6	24 VOLT, 6" BELL	Each	73.10
SSM24-8	24 VOLT, 8" BELL	Each	86.70
HRK	HORN 12/24VT OUTDOOR, WALLMNT W/BACKBOX, RED	Each	62.05
MHR	MINI HORN 12-24 VT, RED	Each	23.80
MHW	MINI HORN 12-24 VT, WHITE	Each	23.80
P2RHK	2 WIRE HORN/STROBE HIGH CD 135,150,177,185 OUTDOOR, RED	Each	137.70
P2RHK-120	120 VAC OUTDOOR HORN/ STROBE, BACK BOX INCUDED, RED	Each	166.60
P2RHK-P	RED OUTDOOR HORN STROBE, HIGH CANDELA, PLAIN	Each	152.15
P2RK	2 WIRE HORN/STROBE, MC OUTDOOR W/BACKBOX, RED	Each	111.35
P2RK-P	RED OUTDOOR HORN STROBE, PLAIN	Each	141.10
P2RK-R	REPL HORN/STROBE 2-WIRE WALL, MC OUTDOOR, RED	Each	113.90
P2WHK	WHITE OUTDOOR HORN STROBE, HIGH CANDELA	Each	136.85
P2WHK-P	WHITE OUTDOOR HORN STROBE, HIGH CANDELA, PLAIN	Each	152.15
P2WK	WHITE OUTDOOR HORN STROBE	Each	111.35
P2WK-P	WHITE OUTDOOR HORN STROBE, PLAIN	Each	141.10
P4RK	Horn/strobe, 12/24 volt, multi-candela 15, 15/75, 30, 75, 110, 115, red,	Each	153.85
P4RK-R	REPLACEMENT HORN/STROBE, 12/24 VOLT, RED, MULTI-CANDELA	Each	136.85
P4WK	Horn/strobe, 12/24 volt, multi-candela 15, 15/75, 30, 75, 110, 115, white,	Each	153.85
PC2RHK	2 WIRE HORN/STROBE CEILING HIGH CD, OUTDOOR RED	Each	147.05

PC2WHK	WHITE OUTDOOR HORN STROBE, HIGH CANDELA, CEILING MOUNT	Each	146.20
PC2WK	WHITE OUTDOOR HORN STROBE, CEILING MOUNT	Each	139.40
BZGR-AG	Wall Red Bezel Kit Compact AGENT	Each	70.13
BZGR-AL	Wall Red Bezel Kit Compact ALERT	Each	70.13
BZGR-EV	Wall Red Bezel Kit Compact EVAC	Each	70.13
BZGR-F	Wall Red Bezel Kit Compact FIRE	Each	70.13
BZGR-P	Wall Red Bezel Kit Compact PLAIN	Each	70.13
BZGR-PG	Wall Red Bezel Kit Compact FOGO	Each	70.13
BZGR-SP	Wall Red Bezel Kit Compact FUEGO	Each	70.13
BZGW-AG	Wall White Bezel Kit Compact AGENT	Each	70.13
BZGW-AL	Wall White Bezel Kit Compact ALERT	Each	70.13
BZGW-EV	Wall White Bezel Kit Compact EVAC	Each	70.13
BZGW-F	Wall White Bezel Kit Compact FIRE	Each	70.13
BZGW-P	Wall White Bezel Kit Compact PLAIN	Each	70.13
BZGW-PG	Wall White Bezel Kit Compact FOGO	Each	70.13
BZGW-SP	Wall White Bezel Kit Compact FUEGO	Each	70.13
BZR-AG	Wall Red Bezel Kit AGENT	Each	70.13
BZR-AL	Wall Red Bezel Kit ALERT	Each	70.13
BZRC-AG	Ceiling Red Bezel Kit AGENT	Each	79.48
BZRC-AL	Ceiling Red Bezel Kit ALERT	Each	79.48
BZRC-EV	Ceiling Red Bezel Kit EVAC	Each	79.48
BZRC-F	Ceiling Red Bezel Kit FIRE	Each	79.48
BZRC-P	Ceiling Red Bezel Kit PLAIN	Each	79.48
BZRC-PG	Ceiling Red Bezel Kit FOGO	Each	79.48
BZRC-SP	Ceiling Red Bezel Kit FUEGO	Each	79.48
BZR-EV	Wall Red Bezel Kit EVAC	Each	70.13
BZR-F	Wall Red Bezel Kit FIRE	Each	70.13
BZR-P	Wall Red Bezel Kit PLAIN	Each	70.13
BZR-PG	Wall Red Bezel Kit FOGO	Each	70.13
BZR-SP	Wall Red Bezel Kit FUEGO	Each	70.13
BZSPR-AG	Wall Red Bezel Kit AGENT	Each	70.13

BZSPR-AL	Wall Red Bezel Kit ALERT	Each	70.13
BZSPRC-AG	Ceiling Red Bezel Kit AGENT	Each	79.48
BZSPRC-AL	Ceiling Red Bezel Kit ALERT	Each	79.48
BZSPRC-EV	Ceiling Red Bezel Kit EVAC	Each	79.48
BZSPRC-F	Wall Red Bezel Kit FIRE	Each	70.55
BZSPRC-P	Ceiling Red Bezel Kit PLAIN	Each	79.48
BZSPRC-PG	Wall Red Bezel Kit FOGO	Each	70.55
BZSPRC-SP	Wall Red Bezel Kit FUEGO	Each	70.55
BZSPR-EV	Wall Red Bezel Kit EVAC	Each	70.13
BZSPR-F	Wall Red Bezel Kit FIRE	Each	70.13
BZSPR-P	Wall Red Bezel Kit PLAIN	Each	70.13
BZSPR-PG	Wall Red Bezel Kit FOGO	Each	70.13
BZSPR-SP	Wall Red Bezel Kit FUEGO	Each	70.13
BZSPW-AG	Wall White Bezel Kit AGENT	Each	70.13
BZSPW-AL	Wall White Bezel Kit ALERT	Each	70.13
BZSPWC-AG	Ceiling White Bezel Kit AGENT	Each	79.48
BZSPWC-AL	Ceiling White Bezel Kit ALERT	Each	79.48
BZSPWC-EV	Ceiling White Bezel Kit EVAC	Each	79.48
BZSPWC-F	Wall White Bezel Kit FIRE	Each	70.55
BZSPWC-P	Ceiling White Bezel Kit PLAIN	Each	79.48
BZSPWC-PG	Wall White Bezel Kit FOGO	Each	70.55
BZSPWC-SP	Ceiling White Bezel Kit FUEGO	Each	79.05
BZSPW-EV	Wall White Bezel Kit EVAC	Each	70.13
BZSPW-F	Wall Red Bezel Kit FIRE	Each	70.13
BZSPW-P	Wall White Bezel Kit Plain	Each	70.13
BZSPW-PG	Wall Red Bezel Kit FOGO	Each	70.13
BZSPW-SP	Wall Red Bezel Kit FUEGO	Each	70.13
BZW-AG	Wall White Bezel Kit AGENT	Each	70.13
BZW-AL	Wall White Bezel Kit ALERT	Each	70.13
BZWC-AG	Ceiling White Bezel Kit AGENT	Each	79.48
BZWC-AL	Ceiling White Bezel Kit ALERT	Each	79.48



BZWC-EV	Ceiling White Bezel Kit EVAC	Each	79.48
BZWC-F	Ceiling White Bezel Kit FIRE	Each	79.48
BZWC-P	Ceiling White Bezel Kit PLAIN	Each	79.48
BZWC-PG	Ceiling White Bezel Kit FOGO	Each	79.48
BZWC-SP	Ceiling White Bezel Kit FUEGO	Each	79.48
BZW-EV	Wall White Bezel Kit EVAC	Each	70.13
BZW-F	Wall White Bezel Kit FIRE	Each	70.13
BZW-P	Wall White Bezel Kit PLAIN	Each	70.13
BZW-PG	Wall White Bezel Kit FOGO	Each	70.13
BZW-SP	Wall White Bezel Kit FUEGO	Each	70.13
LENS-A2	Wall Amber Lens	Each	14.88
LENS-AC2	Ceiling Amber Lens	Each	14.88
LENS-B2	Wall Blue Lens	Each	14.88
LENS-BC2	Ceiling Blue Lens	Each	14.88
LENS-G2	Wall Green Lens	Each	14.88
LENS-GC2	Ceiling Green Lens	Each	14.88
LENS-R2	Wall Red Lens	Each	14.88
LENS-RC2	Ceiling Red Lens	Each	14.88
MP120KL	120 VAC Adapter Mounting Plate	Each	47.18
SBBCR	CEILING MOUNT SURFACE MOUNT BACK BOX, RED	Each	31.88
SBBCRL	Ceiling Surface Mount Back Box, Red	Each	31.03
SBBCW	CEILING MOUNT SURFACE MOUNT BACK BOX, WHITE	Each	31.88
SBBCWL	Ceiling Surface Mount Back Box, White	Each	31.03
SBBGRL	Wall Surface Mount Back Box Compact, Red	Each	23.38
SBBGWL	Wall Surface Mount Back Box Compact, White	Each	23.38
SBBR	WALL MOUNT SURFACE MOUNT BACK BOX, RED	Each	22.95
SBBRL	Wall Surface Mount Back Box, Red	Each	23.38
SBBSPRL	Wall Speaker Surface Mount Back Box, Red	Each	30.18
SBBSPW	WALL MOUNT SPEAKER SURFACE MOUNT BACK BOX, WHITE	Each	30.18
SBBSPWL	Wall Speaker Surface Mount Back Box, White	Each	30.18
SBBW	WALL MOUNT SURFACE MOUNT BACK BOX, WHITE	Each	22.95

SBBWL	Wall Surface Mount Back Box, White	Each	23.38
TR-2	Universal Wall Trim Ring, Red	Each	46.75
TR-2W	Universal Wall Trim Ring, White	Each	46.75
TRC-2	Universal Ceiling Trim Ring, Red	Each	46.75
TRC-2W	Universal Ceiling Trim Ring, Red	Each	46.75
TR-HS	WALL MOUNT HORN STROBE TRIM RING, RED, ALLOWS 4 WIRE H/S TO	Each	32.30
CHRL	CHIME RED WALL	Each	74.80
CHSCRL	CHIME STROBE RED CEILING	Each	153.00
CHSCWL	CHIME STROBE WHITE CEILING	Each	153.00
CHSRL	CHIME STROBE RED WALL	Each	149.60
CHSWL	CHIME STROBE WHITE WALL	Each	149.60
CHWL	CHIME WHITE WALL	Each	74.80
HGRL	HORN WHITE WALL, COMPACT	Each	41.65
HGWL	HORN RED WALL, COMPACT	Each	41.65
HRL	HORN RED WALL	Each	43.35
HWL	HORN WHITE WALL	Each	43.35
P2GRL	HORN STROBE 2W RED WALL, COMPACT	Each	82.03
P2GWL	HORN STROBE 2W WHITE WALL, COMPACT	Each	82.03
P2RL	HORN STROBE 2W RED WALL	Each	88.40
P2RL-BP10	HORN STROBE 2W RED WALL - BULK PACK OF 10	Each	769.25
P2RL-P	HORN STROBE 2W RED WALL, PLAIN	Each	85.00
P2RL-SP	HORN STROBE 2W RED WALL, FUEGO	Each	86.70
P2WL	HORN STROBE 2W WHITE WALL	Each	88.40
P2WL-BP10	HORN STROBE 2W WHITE WALL - BULK PACK OF 10	Each	765.00
P2WL-P	HORN STROBE 2W WHITE WALL, PLAIN	Each	85.00
P2WL-SP	HORN STROBE 2W WHITE WALL, FUEGO	Each	86.70
P4RL	HORN STROBE 4W RED WALL	Each	110.50
P4WL	HORN STROBE 4W WHITE WALL	Each	110.50
PC2RL	HORN STROBE 2W RED CEILING	Each	88.40
PC2RL-BP10	HORN STROBE 2W RED CEILING - BULK PACK OF 10	Each	773.50
PC2RL-LF	LF SOUNDER/STROBE, WALL, RED	Each	152.15

PC2WL	HORN STROBE 2W WHITE CEILING	Each	88.40
PC2WL-BP10	HORN STROBE 2W WHITE CEILING - BULK PACK OF 10	Each	773.50
PC2WL-LF	LF SOUNDER/STROBE, WALL, WHITE	Each	152.15
PC4RL	HORN STROBE 4W RED CEILING	Each	112.20
PC4WL	HORN STROBE 4W WHITE CEILING	Each	112.20
HCRL-LF	Low-frequency Compact sounder, 15, 30, 75, 95,	Each	92.23
HCRL-LF-BP10	Low-frequency Compact sounder, 15, 30, 75, 95,	Each	803.25
HCWL-LF	Low-frequency Compact sounder, 15, 30, 75, 95,	Each	92.23
HCWL-LF-BP10	Low-frequency Compact sounder, 15, 30, 75, 95,	Each	803.25
HGRL-LF	Low-frequency Compact sounder, 15, 30, 75, 95,	Each	90.95
HGRL-LF-BP10	Low-frequency Compact sounder, 15, 30, 75, 95,	Each	794.75
HGWL-LF	Low-frequency Compact sounder, 15, 30, 75, 95,	Each	90.95
HGWL-LF-BP10	Low-frequency Compact sounder, 15, 30, 75, 95,	Each	794.75
HRL-LF	Low-frequency sounder, 15, 30, 75, 95,	Each	90.95
HRL-LF-BP10	Low-frequency sounder, 15, 30, 75, 95,	Each	794.75
HWL-LF	Low-frequency sounder, 15, 30, 75, 95,	Each	90.95
HWL-LF-BP10	Low-frequency sounder, 15, 30, 75, 95,	Each	794.75
P2RL-LF	Low-frequency sounder/strobe, 15, 30, 75, 95,	Each	148.75
P2WL-LF	Low-frequency sounder/strobe, 15, 30, 75, 95,	Each	148.75
DECAL-TILE-ALERT	Labeling Kit, Ceiling Tile, ALERT (pack of 10)	Each	36.98
DECAL-TILE-E	Labeling Kit, Ceiling Tile, FIRE (pack of 10)	Each	36.98
DECAL-TILE-FR	Labeling Kit, Ceiling Tile, FIRE/FEU (pack of 10)	Each	36.98
DECAL-TILE-SPF	Labeling Kit, Ceiling Tile, FUEGO (pack of 10)	Each	36.98
SB-SPC8	8 WATT SPEAKER TILE BRIDGE, 4 PER	Each	139.40
SCWL-TILE	DROP-IN CEILING TILE STROBE ONLY, WHITE, UL LISTED	Each	192.10
SPCRL	SPEAKER RED CEILING	Each	49.30
SPCRL-BP10	Speaker only, ceiling, 1/4W - 2W, red - BULK PACK OF 10 UNITS	Each	430.10
SPCW8	8 WATT SPEAKER	Each	103.70
SPCWL	SPEAKER WHITE CEILING	Each	49.30
SPCWL-BP10	Speaker only, ceiling, 1/4W - 2W, white - BULK PACK OF 10 UNITS	Each	430.10
SPCWL-TILE	DROP-IN CEILING TILE SPEAKER ONLY, WHITE, UL LISTED	Each	159.80

SPRL	SPEAKER RED WALL	Each	47.18
SPRL-BP10	SPEAKER RED WALL- BULK PACK OF 10	Each	421.60
SPSCRL	SPEAKER STROBE RED CEILING	Each	119.85
SPSCRL-BP10	SPEAKER STROBE RED CEILING - BULK PACK OF 10	Each	1045.50
SPSCWL	SPEAKER STROBE WHITE CEILING	Each	119.85
SPSCWL-BP10	SPEAKER STROBE WHITE CEILING - BULK PACK OF 10	Each	1045.50
SPSCWL-CLR-ALERT	SPEAKER STROBE WHITE CEILING, ALERT	Each	138.55
SPSCWL-CLR-ALRT-BP		Each	1208.70
SPSCWL-P	SPEAKER STROBE WHITE CEILING, PLAIN	Each	122.40
SPSCWL-TILE	DROP-IN CEILING TILE SPEAKER STROBE, WHITE, UL LISTED	Each	233.75
SPSRL	SPEAKER STROBE RED WALL	Each	116.45
SPSRL-BP10	SPEAKER STROBE RED WALL- BULK PACK OF 10	Each	1011.50
SPSRL-P	SPEAKER STROBE RED WALL, PLAIN	Each	118.15
SPSRL-SP	SPEAKER STROBE RED WALL, FUEGO	Each	116.45
SPSWL	SPEAKER STROBE WHITE WALL	Each	116.45
SPSWL-ALERT	SPEAKER STROBE WHITE WALL, ALERT	Each	132.60
SPSWL-BP10	SPEAKER STROBE WHITE WALL- BULK PACK OF 10	Each	1011.50
SPSWL-CLR-ALERT	SPEAKER STROBE WHITE WALL CLEAR LENS, ALERT	Each	132.60
SPSWL-CLR-ALRT-BP		Each	1151.75
SPSWL-P	SPEAKER STROBE WHITE WALL, PLAIN	Each	119.00
SPWL	SPEAKER WHITE WALL	Each	47.18
SPWL-BP10	SPEAKER WHITE WALL- BULK PACK OF 10	Each	421.60
SCRL	STROBE RED CEILING	Each	71.83
SCRL-BP10	STROBE RED CEILING - BULK PACK OF 10	Each	624.75
SCWL	STROBE WHITE CEILING	Each	71.83
SCWL-BP10	STROBE WHITE CEILING - BULK PACK OF 10	Each	624.75
SCWL-CLR-ALERT	STOBE WHITE CEILING CLEAR LENS ALERT	Each	87.55
SCWL-CLR-ALRT-BP		Each	761.60
SGRL	STROBE RED WALL, COMPACT	Each	63.33
SGWL	STROBE WHITE WALL, COMPACT	Each	63.33

SRL	STROBE RED WALL	Each	68.00
SRL-BP10	STROBE RED WALL - BULK PACK OF 10	Each	590.75
SRL-P	STROBE RED WALL, PLAIN	Each	64.60
SRL-SP	STROBE RED WALL, FUEGO	Each	67.15
SWL	STROBE WHITE WALL	Each	68.00
SWL-ALERT	STROBE WHITE WALL, AMBER LENS	Each	90.10
SWL-ALERT-BP10		Each	782.85
SWL-BP10	STROBE WHITE WALL - BULK PACK OF 10	Each	590.75
SWL-CLR-ALERT	STROBE WHITE WALL, CLEAR LENS	Each	83.30
SWL-CLR-ALRT-BP10		Each	723.35
SWL-P	STROBE WHITE WALL, PLAIN	Each	64.60
SEP-SPSWL	Dual Strobe Expander Plate, Wall Mounting, White, ALERT marking,	Each	121.55
SEP-SPSWL-P	Dual Strobe Expander Plate, Wall Mounting, White, No Marking, 15cd to	Each	116.45
SPSEP-BBSWL	EXPANDER PLATE, L-SERIES, SKIRT	Each	45.05
SPCWK	SPEAKER ONLY, OUTDOOR CEILING MT WHITE	Each	102.85
SPRK	OUTDOOR SPEAKER ONLY, WALL MT RED	Each	102.85
SPSCWHK	SPEAKER/STROBE, SELECTABLE HIGH CANDELA, OUTDOOR CEILING MT	Each	189.55
SPSCWK	SPEAKER/STROBE, SELECTABLE CANDELA, OUTDOOR, CEILING MT WHITE	Each	181.05
SPSRHK	Speaker/strobe, wall, high-candela 135, 150, 177, 185 red, outdoor,	Each	204.00
SPSRK	SPEAKER/STROBE, OUTDOOR SELECTABLE CANDELA, WALL MT RED	Each	181.05
SPSRK-P	RED OUTDOOR SPEAKER STROBE, PLAIN	Each	209.10
SPSWK	SPEAKER/STROBE, OUTDOOR SELECTABLE CANDELA, WALL MT WHITE	Each	181.05
SPSWK-P	WHITE OUTDOOR SPEAKER STROBE, PLAIN	Each	209.10
SPWK	OUTDOOR SPEAKER ONLY, WALL MT WHITE	Each	102.85
DECAL-R	RED DECALS FOR SPECTRALERT ADVANCE WALL PRODUCTS, 5 SETS OF 2	Each	79.90
DECAL-RC	RED DECALS FOR SPECTRALERT ADVANCE CEILING PRODUCTS, 5 SETS OF	Each	119.85
DECAL-W	WHITE DECALS FOR SPECTRALERT ADVANCE WALL PRODUCTS, 5 SETS OF	Each	79.90
DECAL-WC	WHITE DECALS FOR SPECTRALERT ADVANCE WALL PRODUCTS, 5 SETS OF	Each	119.85
MWBBCW	METAL WEATHERPROOF BACK BOX, CEILING MT, WHITE	Each	68.00
MWBWBW	METAL WEATHERPROOF BACK BOX, WALL MT, WHITE	Each	58.65
RFP	RED 7 in x 9.5 in RETROFIT PLATE (5 PACK)	Each	109.65

RFPW	WHITE 7 in x 9.5 in RETROFIT PLATE (5 PACK)	Each	109.65
PC2RK	HORN/STROBE, 12/24 VOLT, RED, MULTI-CANDELA	Each	139.40
SA-WBB	WEATHERPROOF BACK BOX - WALL MOUNT, RED	Each	39.95
SA-WBBC	WEATHERPROOF BACK BOX - CEILING MOUNT, RED	Each	53.13
HRK-R	REPLACEMENT HORN, RED, WALL MOUNT, OUTDOOR	Each	48.88
MP120K	ADAPTER PLATE, 120 VAC, FOR USE WITH SPECTRALERT ADVANCE	Each	52.28
SPSCWHK-P	WALL, OUTDOOR, WHITE, SELECTABLE CANDELA, SPEAKER/STROBE,	Each	214.20
SPSCWK-CLR-ALERT	CEILING SPEAKER/STROBE, WHITE PLASTIC BOX, CLEAR LENS	Each	215.05
SPSWK-CLR-ALERT	WALL SPEAKER/STROBE, WHITE PLASTIC BOX, CLEAR LENS	Each	199.75
LENS-A	WALL STROBE LENS ATTACHMENT, AMBER	Each	14.88
LENS-AC	CEILING STROBE LENS ATTACHMENT, AMBER	Each	14.88
LENS-B	WALL STROBE LENS ATTACHMENT, BLUE	Each	14.88
LENS-BC	CEILING STROBE LENS ATTACHMENT, BLUE	Each	14.88
LENS-G	WALL STROBE LENS ATTACHMENT, GREEN	Each	14.88
LENS-GC	CEILING STROBE LENS ATTACHMENT, GREEN	Each	14.88
LENS-R	WALL STROBE LENS ATTACHMENT, RED	Each	14.88
LENS-RC	CEILING STROBE LENS ATTACHMENT, RED	Each	14.88
SCRHK	STROBE CEILING, OUTDOOR HIGH CD 135,150,177,185 RED	Each	124.95
SCRK	STROBE CEILING, OUTDOOR MC 15,15/75,30,75,110,115 RED	Each	94.35
SCWHK	WHITE OUTDOOR STROBE, HIGH CANDELA, CEILING MOUNT	Each	124.95
SCWK	STROBE CEILING MT, OUTDOOR, MC, W/BACK BOX, WHITE	Each	94.35
SRHK	STROBE, WALL MT HIGH CD 135,150,177,185 OUTDOOR, RED	Each	124.95
SRHK-P	RED OUTDOOR STROBE, HIGH CANDELA, PLAIN	Each	128.35
SRK	STROBE, WALL MT MC 15,15/75,30,75,110,115 OUTDOOR, RED	Each	96.90
SRK-P	RED OUTDOOR STROBE, PLAIN	Each	96.05
SRK-R	REPL STROBE WALL MC 15,15/75,30,75,110,115 RED	Each	87.55
SWHK	WHITE OUTDOOR STROBE, HIGH CANDELA	Each	124.95
SWHK-P	WHITE OUTDOOR STROBE, HIGH CANDELA, PLAIN	Each	128.35
SWK	STROBE, 12/24 VOLT, MULTI-CANDELA 15, 15/75, 30, 75, 110, 115,	Each	96.90
SWK-P	WHITE OUTDOOR STROBE, PLAIN	Each	96.05
WBB	WEATHERPROOF BACKBOX, RED.	Each	45.90

WTP	WATERTIGHT PLATE WALL HORN/STROBE RED	Each	43.35
WTP-SP	WATERTIGHT PLATE WALL SPEAKER STROBE RED	Each	48.03
WTP-SPW	WATERTIGHT PLATE WALL SPEAKER STROBE WHITE	Each	48.03
WTPW	WATERTIGHT PLATE HORN/STROBE WHITE	Each	43.35
CLSS-BC	CLSS CHECKPOINT BARCODE LABELS (ROLL OF 1,000)	Each	341.70
50160636-001	CLSS GATEWAY KIT. INCLUDES 30" NUP CABLE AND LOCK AND KEY SET	Each	68.00
HON-CGW-MBB	CLSS GATEWAY, WITH ENCLOSURE (LOCK AND CABLE KIT, 50160636-001	Each	667.25
CCM-ATT-HON	CLSS CELLULAR COMMUNICATION MODULE FOR ATT	Each	365.50
CCM-VZ-HON	CLSS CELLULAR COMMUNICATION MODULE FOR VERIZON	Each	365.50
6500-MMK US		Each	279.65
6500-SMK	SURFACE-MOUNT KIT FOR USE WITH THE BEAM1224 AND FSB-200 WHEN	Each	74.38
BEAMHK	Beam detector heater kit	Each	48.45
BEAMHKR	BEAM HEATER KIT - REFLECTOR	Each	238.85
BEAMLRK	Long range kit required for applications greater than 230 feet	Each	170.00
BEAMMMK	Provides ceiling or wall mount capability with increased angular	Each	111.35
BEAMSMK	Surface mount kit, conduit use	Each	62.48
OSI-R-SS	CONVENTIONAL 4 WIRE IMAGING BEAM DETECTOR w/REFLECTOR	Each	1464.55
2151		Each	85.85
2151T	SMOKE DETECTOR HEAD, PHOTO/THERMAL, LOW-PROFILE -REQ. B100	Each	99.45
2D51	REPLACEMENT 4-WIRE HEAD	Each	108.80
2W-B	2 WIRE PHOTO DETECTOR 12/24 VOLT	Each	77.92
2WTA-B	I3 2-WIRE PHOTO W/ HEAT & SOUNDER	Each	90.10
2WT-B	I3 2-WIRE PHOTO DETECTOR W/THERMAL, 12/24 VT, WITH BASE	Each	85.48
2WTR-B	I3 2-WIRE PHOTO HEAT & FORM C RELAY	Each	100.30
4W-B	I3 4-WIRE PHOTO DETECTOR 12/24 VOLT, WITH BASE	Each	86.89
4WITAR-B	I3 4-WIRE PHTO ISOLATED HEAT, SOUNDER & FORM C RELAY	Each	139.77
4WTA-B	I3 4-WIRE PHOTO W/HEAT & SOUNDER	Each	99.45
4WTAR-B	I3 4-WIRE PHOTO HEAT SOUNDER & FORM C RELAY	Each	129.39
4WT-B	I3 4-WIRE PHOTO DETECTOR W/THERMAL, 12/24 VT WITH BASE	Each	93.50
4WTR-B	I3 4-WIRE PHOTO HEAT & FORM C RELAY	Each	105.40
5151		Each	57.38

5601P	135 F FIXED TEMP/RATE OF RISE HEAT DET. SINGLE CIRCUIT	Each	24.65
5602		Each	25.08
5603		Each	25.08
5604		Each	25.08
5621		Each	45.90
5622		Each	46.33
5623		Each	46.33
5624		Each	46.33
APA151	REMOTE ANNUNCIATOR WITH PIEZO ALARM	Each	69.70
BG12TR	LEXAN TRIM RING FOR ALL BG12 SERIES PULL STATIONS	Each	22.10
CO1224T	CARBON MONOXIDE DETECTOR WITH TEST	Each	134.11
CO1224TR	CONVENTIONAL CARBON MONOXIDE DETECTOR, 12/24 VDC, WITH	Each	136.00
CO-PLATE	CO DETECTOR PLATE, PACKAGE OF 5. USE WHEN REPLACING ROUND CO	Each	38.68
HASOLO-461	SOLO-461 CORDLESS HEAT DETC TESTER	Each	2422.50
NY-PLATE	PULL STATION TRIM PLATE FOR NEW YORK CITY, FOR USE WITH ALL NBG	Each	45.48
PS-BB	BOX BACK SGB-32S	Each	17.00
PS-GR12	BOX OF GLASS RODS	Each	27.63
SB-10	SURFACE BACK-BOX FOR ALL BG-10 OR BG-12; EXCEPT BG-12LRA.	Each	20.40
SBA-10	SURFACE BACK-BOX; FOR BG-12LRA.	Each	26.78
SB-I/O	SMT BACKBOX PLASTC PS-SA/DA/IDP	Each	20.83
D2	INNOVIAIRFLEX 2-WIRE CONVT PHOTO DUCT DETECTOR, INCLUDES	Each	273.70
D4120	INNOVIAIRFLEX 4-WIRE CONVT PHOTO DUCT DETECTOR, INCLUDES	Each	299.20
D4120W	INNOVIAIRFLEX 4-WIRE CONVT PHOTO DUCT, W/2D51 DETECTOR,	Each	397.80
D4P120	INNOVIAIRFLEX 4-WIRE CONVENTIONAL POWER BOARD ONLY	Each	198.05
D4S	INNOVIAIRFLEX 4-WIRE CONVENTIONAL SENSOR ONLY COMPONENT	Each	192.95
DCOIL	DUCT ACCESSORY COIL, REQUIRED ON D2 & DNR IF REMOTE TEST	Each	42.50
DH400OE-1	WEATHERPROOF HOUSING FOR THE DH400ACDCIHT CONVENTIONAL	Each	493.00
DNR	INNOVIAIRFLEX INTELLIGENT DUCT DETECTOR, NON-RELAY (HEAD NOT	Each	169.15
DNRW	INNOVIAIRFLEX DUCT DETECTOR, NON-RELAY, WATERTIGHT (HEAD NOT	Each	259.25
DST1	INNOVIAIRFLEX SAMPLING TUBE, STEEL 1' WITH HOLES	Each	14.03
DST1.5	INNOVIAIRFLEX SAMPLING TUBE, STEEL 1.5' WITH HOLES	Each	17.43



DST10	INNOVAIRFLEX SAMPLING TUBE, STEEL 10' WITH HOLES	Each	55.25
DST3	INNOVAIRFLEX SAMPLING TUBE, STEEL 3' WITH HOLES	Each	22.53
DST5	INNOVAIRFLEX SAMPLING TUBE, STEEL 5' WITH HOLES	Each	27.20
EOLR-1	RELAY MODULE PWR SUPERVISION	Each	28.90
ETX	INNOVAIRFLEX EXHAUST TUBE, STEEL 1'	Each	11.05
M02-04-00	REPLACEMENT TEST MAGNET	Each	11.05
M02-09-00	TEST MAGNET WITH 32 IN. TELESCOPING	Each	43.78
MDL3R	SYNC CIRCUIT MODULE 12/24VDC	Each	118.15
MDL3W	SYNC CIRCUIT MODULE 12/24VDC WHITE	Each	118.15
RA100Z	REMOTE ANNUNCIATOR, 7MA, 3.1-32 VDC FOR DUCT & BEAM	Each	33.15
RRS-MOD	13 REVERSING / SYNC MODULE	Each	63.33
RTS151	MAGNETIC REMOTE TEST AND RESET STAT	Each	73.10
RTS151KEY	KEY REMOTE TEST AND RESET STATION F	Each	107.95
SENS-RDR	I3 SENSITIVITY READER	Each	493.00
ST-10	METAL TUBE FOR DUCTS	Each	62.05
ST-3	METAL TUBE FOR DUCTS	Each	25.08
ST-5	METAL TUBE FOR DUCTS	Each	29.33
302-135	135 °F (57° C) VERTICAL MOUNT.	Each	67.15
302-194	194 °F (90° C) VERTICAL MOUNT.	Each	67.15
302-AW-135	135 °F (57° C) VERTICAL MOUNT, FOR INDOOR OR OUTDOOR USE.	Each	81.18
302-AW-194	194 °F (90° C) VERTICAL MOUNT, FOR INDOOR OR OUTDOOR USE.	Each	81.18
302-EPM-135	135 °F (57° C) EXPLOSION-PROOF.	Each	153.00
302-EPM-194	194 °F (90° C) EXPLOSION-PROOF.	Each	136.00
302-ET-135	135 °F (57° C) VERTICAL MOUNT, INDOOR OR OUTDOOR USE. CAN BE	Each	80.33
302-ET-194	194 °F (90° C) VERTICAL MOUNT, INDOOR OR OUTDOOR USE. CAN BE	Each	70.98
AP-P	PLASTIC ADAPTER PLATE FOR 302 AND 302AW.	Each	15.30
001347-L8	KEY, REV A CABINET	Each	3.44
005220		Each	201.45
005495CB	PHASING OUT - CABINET ONLY 5495	Each	202.30
054950		Each	633.25
054990		Each	816.00

115061		Each	66.30
119640B	LOCK, REV B SK STANDARD	Each	6.16
122427		Each	73.53
122464		Each	82.45
122465		Each	75.65
130294		Each	12.75
130420		Each	7.82
130422		Each	4.76
140694		Each	3.23
75287		Each	17.85
RBB	REMOTE BATTERY BOX (10"H X 16"W X 6"D)	Each	180.20
TR-1-B	OPTIONAL BACK BOX TRIM RING.	Each	100.30
TR-1-R	TRIM RING SEMI FLUSH MNT FOR SK-2/SK-4	Each	127.50
BDA-SVC1-DESIGN	BDA Design Only for typical building (Unit Ea.). - iBwave design service, 5	Each	23.14
MR-101/CR	RELAY,MULTIVOLTAGE,SPDT,RD,ENC	Each	59.60
MR-101/T	RELAY,SPDT,TRACK MNT	Each	35.24
MR-104/CR	RELAY,ENCLSR,METAL,4 SPDT,RED	Each	185.31
MR-104/T	RELAY TRACK MOUNT,4 SPDT	Each	129.63
MR-199X-13C	RELAY,DPDT,24VDC,STEEL ENCLOS	Each	200.10
MR-199X-14C	RELAY,DPDT,120VAC,STEEL ENCLOS	Each	197.49
MR-201/CR	RELAY,ENCLSR,METAL,DPDT,RED	Each	64.82
MR-201/T	RELAY DPDT,TRACK MOUNT	Each	44.81
MR-204/CR	RELAY,ENCLSR,METAL,3 DPDT,RED	Each	224.46
MR-204/T	RELAY, 4 DPDT, TRACK MOUNT	Each	157.47
PAM-1	RELAY,10 AMP,24/110	Each	28.52
PAM-2	RELAY,7 AMP,12/24	Each	28.52
PAM-4	RELAY,SPDT,9-40VDC,7A,CONTS	Each	28.52
DHBBB	SURFACE MOUNT BACK BOX, PLATED, BRASS	Each	34.37
DHBBD	SURFACE MOUNT BACK BOX, POWDER COATED, DARK BRONZE	Each	39.15
DHBBPC	SURFACE MOUNT BACK BOX, POWDER COATED, CHROME	Each	33.50
DHCPB	CATCH PLATE, PLATED, BRASS	Each	20.45

DHCPD	CATCH PLATE, POWDER COATED, CHROME	Each	20.88
DHCPD	CATCH PLATE, POWDER COATED, DARK BRONZE	Each	24.36
DHDF	SWIVEL BASE MOUNTING DRILL FIXTURE	Each	402.81
DHSBB	SWIVEL BASE, PLATED, BRASS	Each	54.38
DHSBD	SWIVEL BASE, POWDER COATED, DARK BRONZE	Each	57.42
DHSBPC	SWIVEL BASE, POWDER COATED, CHROME	Each	49.59
HAZ-WP-PULL	FIRE ALARM PULL STATION FOR HAZARDOUS, NON-HAZARDOUS,	Each	1009.20
XAL-53	KILARK MANUAL STATION, EXPLOSION-PROOF; NO & NC CONTACTS.	Each	1574.70
FM900	DOOR HOLDER EXTENSION KIT	Each	22.19
FM900-100	DOOR HOLDER SPACER, 1"	Each	20.01
FM900-50	DOOR HOLDER SPACER, 1/2"	Each	20.45
FM900-75	DOOR HOLDER SPACER, 3/4"	Each	19.14
FM900-Z	DOOR HOLDER SPACER KIT, 90°	Each	22.19
FM980	FM-980, SURFACE FLOOR MOUNT, 12VDC/24VDC/24VAC/120VAC,	Each	168.78
FM996-L8	FM-996, SURFACE WALL MOUNT, 12VDC/24VDC/24VAC/120VAC	Each	128.76
FM998	FM-998, FLUSH WALL MOUNT, 12VDC/24VDC/24VAC/120VAC	Each	134.85
DHE.5B	.5" EXTENSION ROD, PLATED, BRASS	Each	14.79
DHE.5D	.5" EXTENSION ROD, POWDER COATED, DARK BRONZE	Each	16.97
DHE.5PC	.5" EXTENSION ROD, POWDER COATED, CHROME	Each	15.23
DHE1.5APC	1.5" ADJUSTABLE EXTENSION ROD, POWDER COATED, CHROME	Each	16.97
DHE1.5B	1.5" EXTENSION ROD, PLATED, BRASS	Each	16.97
DHE1.5D	1.5" EXTENSION ROD, POWDER COATED, DARK BRONZE	Each	20.88
DHE1.5PC	1.5" EXTENSION ROD, POWDER COATED, CHROME	Each	15.66
DHE1B	1" EXTENSION ROD, PLATED, BRASS	Each	13.49
DHE1D	1" EXTENSION ROD, POWDER COATED, DARK BRONZE	Each	17.40
DHE1PC	1" EXTENSION ROD, POWDER COATED, CHROME	Each	15.23
DHE2APC	2" ADJUSTABLE EXTENSION ROD, POWDER COATED, CHROME	Each	19.14
DHE2B	2" EXTENSION ROD, PLATED, BRASS	Each	20.45
DHE2D	2" EXTENSION ROD, POWDER COATED, DARK BRONZE	Each	20.45
DHE2PC	2" EXTENSION ROD, POWDER COATED, CHROME	Each	20.88
DHE3B	3" EXTENSION ROD, PLATED, BRASS	Each	20.45

DHE3D	3" EXTENSION ROD, POWDER COATED, DARK BRONZE	Each	20.45
DHE3PC	3" EXTENSION ROD, POWDER COATED, CHROME	Each	20.88
DHE4AB	4" ADJUSTABLE EXTENSION ROD, PLATED, BRASS	Each	25.23
DHE4AD	4" ADJUSTABLE EXTENSION ROD, POWDER COATED, DARK BRONZE	Each	29.58
DHE4APC	4" ADJUSTABLE EXTENSION ROD, POWDER COATED, CHROME	Each	23.06
DHE4PC	4" EXTENSION ROD, POWDER COATED, CHROME	Each	23.06
DHE5B	5" EXTENSION ROD, PLATED, BRASS	Each	26.97
DHE5D	5" EXTENSION ROD, POWDER COATED, DARK BRONZE	Each	26.97
DHE5PC	5" EXTENSION ROD, POWDER COATED, CHROME	Each	28.71
DH24120FB	SEMI-FLUSH, PLATED, BRASS	Each	153.12
DH24120FD	SEMI-FLUSH, POWDER COATED DARK BRONZE	Each	162.69
DH24120FPC	Semi-flush Powder Coated Chrome Door Holder	Each	141.81
DH24120GB1	GROUND MOUNT, SINGLE DOOR, PLATED, BRASS	Each	217.50
DH24120GB2	GROUND MOUNT, DOUBLE DOOR, PLATED, BRASS	Each	274.92
DH24120GPC1	GROUND MOUNT, SINGLE DOOR, POWDER COATED, CHROME	Each	197.49
DH24120GPC2	GROUND MOUNT, DOUBLE DOOR, POWDER COATED, CHROME	Each	251.43
DH24120GPD1	GROUND MOUNT, SINGLE DOOR, POWDER COATED, DARK BRONZE	Each	257.52
DH24120GPD2	GROUND MOUNT, DOUBLE DOOR, POWDER COATED, DARK BRONZE	Each	316.68
DH24120SB	SURFACE MOUNT, PLATED, BRASS	Each	171.39
DH24120SPC	SURFACE MOUNT, POWDER COATED, CHROME	Each	155.73
DH24120SPD	SURFACE MOUNT, POWDER COATED, DARK BRONZE	Each	196.62
DH24120WB	RECESSED, PLATED, BRASS	Each	150.51
DH24120WD	RECESSED, POWDER COATED, DARK BRONZE	Each	156.60
DH24120WPC	RECESSED, POWDER COATED, CHROME	Each	145.29
STI1229	NEMA 4X RATED STOPPER DOME	Each	113.97
STI7510A	POLY ENCL,CLEAR,K-L,4.59" DEEP	Each	60.90
STI7530	LOCKABLE ENCLOSURE, INTERNAL DIMENSIONS 14.2" L X 12.2" W X 6.4"	Each	200.10
STI-7560AH	PROTECTIVE CABINET,METAL,HEATED	Each	4245.60
STI8100	SMOKE DETECTOR DAMAGE STOPPER®, FLUSH MOUNT - CLEAR	Each	38.28
STI9601	LOW PROFILE SMOKE DETECTOR COVER.	Each	35.67
STI9602	STEEL WEB STOPPER, LOW PROFILE, SURFACE MOUNT.	Each	33.50

STI9605	STEEL WEB STOPPER, MEDIUM PROFILE, SURFACE MOUNT.	Each	33.50
STI9609	SMOKE DETECTOR COVER, HIGH PROFILE.	Each	35.67
STI9610	STEEL WEB STOPPER, HIGH PROFILE, SURFACE MOUNT.	Each	33.50
STI9621	STEEL WEB STOPPER, INTERNAL DIMENSIONS 7.0"L X 5.75" W X 4.5" D	Each	45.68
STI9625	STI BEAM DETECTOR GUARD; USE WITH 6424	Each	91.35
STI9706	BEAM SMOKE DAMAGE STOPPER - FLUSH MOUNT	Each	57.42
STI9707	BEAM SMOKE DAMAGE STOPPER - SURFACE MOUNT	Each	57.42
STI9713	STEEL WEB STOPPER FOR PHOTOELECTRIC SMOKE DETECTOR	Each	33.93
EF060604-O	Fiberglass Enclosure Opaque 6x6x4	Each	151.38
EF060604-W	Fiberglass Enclosure Opaque with Window 6x6x4	Each	213.15
EF080604-O	Fiberglass Enclosure Opaque 8x6x4	Each	156.60
EF080604-W	Fiberglass Enclosure Opaque with Window 8x6x4	Each	214.02
EF080804-O	Fiberglass Enclosure Opaque 8x8x4	Each	160.95
EF080804-W	Fiberglass Enclosure Opaque with Window 8x8x4	Each	254.04
EF100806-O	Fiberglass Enclosure Opaque 10x8x6	Each	170.52
EF100806-W	Fiberglass Enclosure Opaque with Window 10x8x6	Each	253.17
EF121006-O	Fiberglass Enclosure Opaque 12x10x6	Each	186.18
EF121006-W	Fiberglass Enclosure Opaque with Window 12x10x6	Each	278.40
EF141206-O	Fiberglass Enclosure Opaque 14x12x6	Each	231.42
EF141206-W	Fiberglass Enclosure Opaque with Window 14x12x6	Each	374.97
EF141208-O	Fiberglass Enclosure Opaque 14x12x8	Each	253.17
EF141208-W	Fiberglass Enclosure Opaque with Window 14x12x8	Each	486.33
EF161408-O	Fiberglass Enclosure Opaque 16x14x8	Each	270.57
EF161408-W	Fiberglass Enclosure Opaque with Window 16x14x8	Each	501.99
EF181610-O	Fiberglass Enclosure Opaque 18x16x10	Each	332.34
EF181610-W	Fiberglass Enclosure Opaque with Window 18x16x10	Each	517.65
EF201610-O	Fiberglass Enclosure Opaque 20x16x10	Each	501.99
EF201610-W	Fiberglass Enclosure Opaque with Window 20x16x10	Each	783.00
EP060605-O	Polycarbonate Enclosure Opaque 6x6x5	Each	100.49
EP060605-T	Polycarbonate Enclosure Tinted 6x6x5	Each	113.97
EP080605-O	Polycarbonate Enclosure Opaque 8x6x5	Each	107.01

EP080605-T	Polycarbonate Enclosure Tinted 8x6x5	Each	113.10
EP080805-O	Polycarbonate Enclosure Opaque 8x8x5	Each	112.23
EP080805-T	Polycarbonate Enclosure Tinted 8x8x5	Each	126.15
EP100806-O	Polycarbonate Enclosure Opaque 10x8x6	Each	113.97
EP100806-T	Polycarbonate Enclosure Tinted 10x8x6	Each	141.81
EP100807-O	Polycarbonate Enclosure Opaque 10x8x7	Each	122.67
EP100807-T	Polycarbonate Enclosure Tinted 10x8x7	Each	147.90
EP101006-O	Polycarbonate Enclosure Opaque 10x10x6	Each	129.63
EP101006-T	Polycarbonate Enclosure Tinted 10x10x6	Each	150.51
EP121007-O	Polycarbonate Enclosure Opaque 12x10x7	Each	132.24
EP121007-T	Polycarbonate Enclosure Tinted 12x10x7	Each	157.47
EP141207-O	Polycarbonate Enclosure Opaque 14x12x7	Each	162.69
EP141207-T	Polycarbonate Enclosure Tinted 14x12x7	Each	214.02
EP161409-O	Polycarbonate Enclosure Opaque 16x14x9	Each	184.44
EP161409-T	Polycarbonate Enclosure Tinted 16x14x9	Each	265.35
EP181604-O	Polycarbonate Enclosure Opaque 18x16x5	Each	210.54
EP181604-T	Polycarbonate Enclosure Tinted 18x16x5	Each	287.97
EP181611-O	Polycarbonate Enclosure Opaque 18x16x11	Each	244.47
EP181611-T	Polycarbonate Enclosure Tinted 18x16x11	Each	346.26
EP201608-O	Polycarbonate Enclosure Opaque 20x16x9	Each	418.47
EP201608-T	Polycarbonate Enclosure Tinted 20x16x9	Each	440.22
EP242410-O	Polycarbonate Enclosure Opaque 24x24x10	Each	661.20
EP242410-T	Polycarbonate Enclosure Tinted 24x24x10	Each	783.00
STI9705	WIRE GUARD, WHITE, SPECTRALERT ADVANCE ® WALL MOUNT AVS	Each	29.15
STI9705-R	WIRE GUARD, RED, SPECTRALERT ADVANCE ® WALL MOUNT AVS	Each	29.15
STI9708	WIRE GUARD, WHITE, SPECTRALERT ADVANCE ® WALL MOUNT AVS	Each	33.50
STI9708-R	WIRE GUARD, RED, SPECTRALERT ADVANCE ® WALL MOUNT AVS	Each	33.93
STI9711	WIRE GUARD, WHITE, SPECTRALERT ADVANCE ® CEILING MOUNT AVS	Each	29.15
STI9714	WIRE GUARD, WHITE, SPECTRALERT ADVANCE ® CEILING MOUNT AVS	Each	33.93
SS2201EV-EN	YELLOW STOPPER STATION, NO COVER, PUSH AND TURN TO RESET	Each	74.82
SS2400EM-EN	BLUE STOPPER STATION, NO COVER, PUSH AND TURN TO RESET BUTTON,	Each	73.08

SS2440EM-EN	BLUE STOPPER STATION, UNIVERSAL COVER WITH HORN, FLUSH MOUNT,	Each	149.64
STI1100	STOPPER II WITH HORN, FLUSH.	Each	86.13
STI1130	STOPPER II WITH HORN, SURFACE.	Each	94.83
STI1200	STOPPER II, NO HORN, FLUSH.	Each	57.42
STI1210D	HORN STROBE COVER, SURFACE MOUNT.	Each	48.72
STI1210E	HORN STROBE COVER, FLUSH MOUNT.	Each	40.89
STI1221D	STROBE COVER, SURFACE MOUNT.	Each	48.72
STI1221E	STROBE COVER,FLUSH MOUNT	Each	38.28
STI1230	STOPPER II, NO HORN, SURFACE.	Each	66.99
STI1250	WEATHER STOPPER II, FLUSH MOUNT.	Each	56.55
STI1280	BACK PLATE FOR STOPPER II	Each	19.58
STI-13000NC	UNIVERSAL STOPPER, FLUSH MOUNT, Clear	Each	51.77
STI-13020FR	UNIVERSAL STOPPER,FLUSH,HORN,RED,FIRE	Each	113.97
STI-13200NC	UNIVERSAL STOPPER, SURFACE MOUNT, Clear	Each	69.60
STI-13210FR	UNIVERSAL STOPPER, SURFACE, RED,FIRE	Each	75.69
STI-13210NW	UNIVERSAL STOPPER, SURFACE, WHITE, NO LABEL	Each	88.74
STI-13210NY	UNIVERSAL STOPPER, SURFACE, YELLOW, NO LABEL	Each	88.74
STI-13220FR	UNIVERSAL STOPPER,SURFACE,HORN,RED,FIRE	Each	127.02
STI-13220NY	UNIVERSAL STOPPER,SURFACE,HORN,YELLOW, NO LABEL	Each	140.94
STI-13230FR	UNIVERSAL STOPPER,SURF,HRN,RLY,FIRE,RED	Each	174.00
STI3002	WEATHER GASKET FOR STOPPER II	Each	10.44
STI3003	CONDUIT GASKET.	Each	7.83
STI3100	CONDUIT SPACER, SURFACE MOUNT.	Each	20.88
STI3150	WEATHER STOPPER II, SURFACE MOUNT.	Each	78.30
STI4100	STOPPER G, LARGE COVER	Each	65.25
PR-1	RELAY, SPDT, MULTIVOLT, 24VDC, 24/115VAC	Each	25.23
PR-2	RELAY, SPDT, MULTIVOLT, 10-40VDC	Each	25.23
PR-3	RELAY, SPDT, MULTIVOLT, 10-40VDC, REDUNDANT POWER INPUT	Each	25.23
R-10E	SINGLE SPDT RELAY W/ACTIVATION LED	Each	50.03
R-10T	RELAY, SPDT, MULTIVOLT, TRACK MOUNT	Each	33.50
R-14E	4-GANG RELAY, SPDT, MULTIVOLT, TRACK MOUNT, METAL ENCLOSURE	Each	156.60

R-14T	4-GANG RELAY, SPDT, MULTIVOLT, TRACK MOUNT	Each	107.01
R-20E	STEEL ENCLSR SNGL DPDT RELAY W/LED	Each	56.99
R-20T	TRACK MNT SINGLE DPDT RELAY W/ LED	Each	35.24
R-24E	4-GANG RELAY, DPDT, MULTIVOLT, TRACK MOUNT, METAL ENCLOSURE	Each	181.83
R-24T	4-GANG RELAY, DPDT, MULTIVOLT, TRACK MOUNT	Each	130.50
EPS10-1	ALARM WATERFLOW PRESSURE SWITCH, SPDT, 4 - 20 POWER SUPPLY	Each	178.35
EPS10-2	ALARM WATERFLOW PRESSURE SWITCH, 2 SPDT, 4 - 20 POWER SUPPLY	Each	207.93
EPS120-2	HIGH/LOW PRESSURE SUPERVISORY SWITCH, 2 SPDT, 10-200 POWER	Each	267.96
EPS40-1	LOW PRESSURE SUPERVISORY SWITCH, SPDT, 10 - 100 POWER SUPPLY	Each	178.35
EPS40-2	HIGH/LOW PRESSURE SUPERVISORY SWITCH, 2 SPDT, 10 - 100 POWER	Each	207.93
OSY2	OUTSIDE SCREW & YOKE SUPERVISORY SWITCH W/2 SPDT	Each	182.70
PIBV2	POST INDICATOR BUTTERFLY VALVE SUPERVISORY SWITCH W/2 SPDT	Each	164.43
WFD20N	WATERFLOW DETECTOR, SCHEDULE 10/40, 2"	Each	308.85
WFD25N	WATERFLOW DETECTOR, SCHEDULE 10/40, 2-1/2".	Each	308.85
WFD30N	WATERFLOW DETECTOR, 3" FLOW, 2" HOLE	Each	308.85
WFD40N	WATERFLOW DETECTOR, SCHEDULE 10/40, 4".	Each	307.98
WFD60N	WATERFLOW DETECTOR, SCHEDULE 10/40, 6".	Each	288.84
WFD80N	WATERFLOW DETECTOR, SCHEDULE 10/40, 8".	Each	341.91
WFDTN	T-TAP WATERFLOW DETECTOR, 1", 1-1/4", 1-1/2"	Each	307.98
301-ADI	301-ADI Analog Digital Input Converter (4-20mA to Modbus RS-485)	Each	4054.20
301-C	301C Controller, Plastic Enclosure	Each	1757.40
301-C-DLC	301C Controller, with Datalogger, Plastic Enclosure	Each	2314.20
301-R8-FS	301-R8 Relay Module with 8 Relays, Failsafe	Each	582.90
420-I	420I Digital Analog Output Converter. Modbus RS-485 to 4-20mA	Each	1383.30
129570-L3	Combustible Explosion Proof Sensor - (GAIN 1.0-1.3 / Methane)	Each	970.05
301-EM-US3	301-EM Controller Type 3 US	Each	1853.10
S301-IRF-R123	301-IRFS-R123 Refrigerant Gas Sensor	Each	2044.50
S301-IRF-R134A	301-IRFS-R134a Refrigerant Gas Sensor	Each	2044.50
S301-IRF-R410A	301-IRFS-R410a Refrigerant Gas Sensor	Each	2061.90
ALTV248600UL	8 OUTPUT VAC POWER SUPPLY. 24VAC@25A OR 28VAC@20A. UL/CUL.	Each	508.95
M-503380	Transformer 50 VA	Each	70.91



M-600400	24 VAC/VDC Power Supply, 6.5A UL Approved	Each	517.65
11337-L9	IR-F9 Calibration Kit for use with 58/103L Cylinders	Each	582.90
1309K0002	Cal Kit 58-103L Cylinders (All Products except SQN8x, IR-F9 & XCD)	Each	883.05
1991-0159	H2 (500 ppm), Air Balance, 103 L	Each	186.18
705CALKIT	Calibration kit for Sensepoint XCD RFD - includes tubing, flow adaptor,	Each	687.30
998-012-001	CH4 (25% LEL), Air Balance, 103 L	Each	261.00
998-022-001	CH4 (50% LEL), Air Balance, 103 L	Each	286.23
M-500975	CH4 (1% / 20% LEL), Air Balance, 103 L	Each	261.00
M-500976	H2 (1% / 20% LEL), Air Balance, 103 L	Each	261.00
M-500988	CO (200 ppm), N2 Balance, 103 L	Each	264.48
M-501008	Air, Air Balance, 103 L	Each	261.00
M-501046	H2S (25 ppm), N2 Balance, 58 L	Each	292.32
M-501052	Cl2 (5 ppm), N2 Balance, 58 L	Each	369.75
M-501054	NO2 (5 ppm), N2 Balance, 58 L	Each	543.75
M-501055	SO2 (5 ppm), N2 Balance, 58 L	Each	296.67
M-501062	Cal Kit Tubing 6 ft. 1/8 I.D X 1/4 O.D for SQN8x	Each	11.75
M-507700	C3H8 (20% LEL), Air Balance, 103 L	Each	264.48
M-700144	Demand Flow Regulator 58-103L Cylinders, 0-3LPM for SQN8x	Each	448.92
TEST-1A	Bump test kit; includes Balloon adapter & Quad Gas Cylinder:	Each	116.58
XCDCOMBKIT	Sensepoint XCD Combustible Calibration Kit	Each	494.16
XCDRTDKIT	Calibration kit for Sensepoint XCD RTD - includes calibration cover,	Each	665.55
XCDTOXKIT	Sensepoint XCD Toxic Calibration Kit	Each	494.16
1309-0071	Protective Wire Guard for E <sup>3</sup> Point	Each	124.41
1309A0035	Hydrogen sulfide (H2S); -40° to 50°C (-40° to 122°F)	Each	321.90
1309A0036	Oxygen (O2); -40° to 50°C (-40° to 122°F)	Each	318.42
1309A0037	Nitrogen dioxide (NO2); -40° to 50°C (-40° to 122°F)	Each	324.51
1309A0038	Carbon monoxide (CO); -20° to 50°C (-4° to 122°F)	Each	303.63
1309A0039	Hydrogen (H2); -40° to 50°C (-40° to 122°F)	Each	318.42
1309A0040	Methane (CH4); -40° to 50°C (-40° to 122°F)	Each	318.42
1309A0041	Propane (C3H8); -40° to 50°C (-40° to 122°F)	Each	321.90
1309A0042	E <sup>3</sup> Point Without Sensor, Wall Mount, Analog, 24VAC/DC	Each	474.15

1309A0043	E <sup>3</sup> Point Without Sensor, Wall Mount, Analog, 120VAC	Each	565.50
1309A0047	E <sup>3</sup> Point Without Sensor, Wall Mount, Modbus/BACnet, 24VAC/DC	Each	565.50
1309A0049	E <sup>3</sup> Point Without Sensor, Duct Mount, Analog, 24VAC/DC	Each	804.75
1309A0056	E <sup>3</sup> Point Remote Sensor, Oxygen (O <sub>2</sub> )	Each	380.19
1309A0057	E <sup>3</sup> Point Remote Sensor, Nitrogen dioxide (NO <sub>2</sub> )	Each	380.19
1309A0058	E <sup>3</sup> Point Remote Sensor, Hydrogen sulfide (H <sub>2</sub> S)	Each	384.54
1309A0059	E <sup>3</sup> Point Remote Sensor, Hydrogen (H <sub>2</sub> )	Each	380.19
1309A0060	E <sup>3</sup> Point Remote Sensor, Carbon monoxide (CO)	Each	381.93
1309A0061	E <sup>3</sup> Point Remote Sensor, Methane (CH <sub>4</sub> )	Each	384.54
1309A0062	E <sup>3</sup> Point Remote Sensor, Propane (C <sub>3</sub> H <sub>8</sub> )	Each	380.19
1309K0003	Splash Guard Enclosure	Each	194.88
SPLCB3BARCXNZZ	SPXCL-BT-CO <sub>2</sub> 5000PPM-MA/RLY-CHR	Each	639.45
SPLCB3BARWXNZZ	SPXCL-BT-CO <sub>2</sub> 5000PPM-MA/RLY-WHT	Each	639.45
SPLCB3BAXCXNZZ	SPXCL-BT-CO <sub>2</sub> 5000PPM-MA-CHR	Each	609.00
SPLCB3BAXWXNZZ	SPXCL-BT-CO <sub>2</sub> 5000PPM-MA-WHT	Each	609.00
SPLCB3BMXCXNZZ	SPXCL-BT-CO <sub>2</sub> 5000PPM-MODBUS-CHR	Each	704.70
SPLCB3BMXWXNZZ	SPXCL-BT-CO <sub>2</sub> 5000PPM-MODBUS-WHT	Each	691.65
SPLCB4BARCXNZZ	SPXCL-BT-CO <sub>2</sub> 5.0%VOL-MA/RLY-CHR	Each	639.45
SPLCB4BARWXNZZ	SPXCL-BT-CO <sub>2</sub> 5.0%VOL-MA/RLY-WHT	Each	639.45
SPLCB4BAXCXNZZ	SPXCL-BT-CO <sub>2</sub> 5.0%VOL-MA-CHR	Each	609.00
SPLCB4BAXWXNZZ	SPXCL-BT-CO <sub>2</sub> 5.0%VOL-MA-WHT	Each	609.00
SPLCB4BMXCXNZZ	SPXCL-BT-CO <sub>2</sub> 5.0%VOL-MODBUS-CHR	Each	704.70
SPLCB4BMXWXNZZ	SPXCL-BT-CO <sub>2</sub> 5.0%VOL-MODBUS-WHT	Each	704.70
SPLCF5BARCXNZZ	SPXCL-BT-FL C <sub>3</sub> H <sub>8</sub> 100%LEL-MA/RLY-CHR	Each	639.45
SPLCF5BAXCXNZZ	SPXCL-BT-FL C <sub>3</sub> H <sub>8</sub> 100%LEL-MA-CHR	Each	609.00
SPLCF5BMRCXNZZ	SPXCL-BT-FL C <sub>3</sub> H <sub>8</sub> 100%LEL-MODBUS/RLY-CHR	Each	739.50
SPLCF5BMXCXNZZ	SPXCL-BT-FL C <sub>3</sub> H <sub>8</sub> 100%LEL-MODBUS-CHR	Each	704.70
SPLCN1BMXCXNZZ	SENSEPOINT XCL TRANSMITTER, SAFE AREA, IP65, NO <sub>2</sub> , MODBUS,	Each	617.70
SPXCLZZB3SS	SPXCL-REPLACEMENT SENSOR-CO <sub>2</sub> PPM	Each	229.68
SPXCLZZB4SS	SPXCL-REPLACEMENT SENSOR-CO <sub>2</sub> %VOL	Each	229.68
SPXCDCC	Collecting cone for use with lighter than air gases	Each	97.88

SPXCDMTBR	Mounting bracket (inc. bolts, nuts, brackets)	Each	89.61
SPXCSDP	Sunshade / Deluge Protection	Each	352.35
SPXCDULNB1M	Carbon dioxide (CO2) explosion proof transmitter (IR), 4-20 mA, 3 relays,	Each	1931.40
SPXCDULNCXM	Carbon monoxide (CO) Explosion Proof Transmitter (EC), 4-20mA, 3	Each	1792.20
SPXCDULNFXM	Combustible (CH4) explosion proof transmitter (Cat Bead), 4-20 mA, 3	Each	1792.20
SPXCDULNG1M	Hydrogen (H2) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	1792.20
SPXCDULNHXM	Hydrogen sulfide (H2S) Explosion Proof Transmitter (EC), 4-20mA, 3	Each	1792.20
SPXCDULNO1M	Oxygen (O2) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	1792.20
SPXCDULNPXM	Combustible explosion proof transmitter (IR), propane (C3H8) 4-20 mA, 3	Each	1931.40
SPXCDULNRXM	Combustible explosion proof transmitter (IR), methane (CH4) 4-20 mA, 3	Each	1931.40
SPXCDXSB1SS	Carbon dioxide (CO2) 0-2% VOL	Each	839.55
SPXCDXSCXSS	Carbon monoxide (CO) 0-500 ppm (100 to 1000 ppm)	Each	582.90
SPXCDXSFSS	Flammable CAT 0-100% LEL (20 to 100.0%LEL)	Each	582.90
SPXCDXSG1SS	Hydrogen (H2) 0-1000 ppm only	Each	691.65
SPXCDXSHXSS	Hydrogen sulfide (H2S) 0-50 ppm (10.0 to 100.0 ppm)	Each	582.90
SPXCDXSRXSS	Flammable IR 0-100% LEL Methane (20 to 100.0% LEL)	Each	839.55
SVIP3729	Combustible (C3H8) Explosion Proof Transmitter (Cat Bead), 4-20mA, 3	Each	2305.50
SVIP3730	Combustible (H2) Explosion Proof Transmitter (Cat Bead), 4-20mA, 3	Each	2305.50
02000-A-1642	Collecting Cone (for use with MPD, Sensepoint and 705 sensors)	Each	108.75
1283-1047	Duct Mount Adaptor Assembly (Requires 1283-1084)	Each	613.35
1283-1084	Sensepoint Adaptor Interface Kit (Requires 1283-1047)	Each	349.74
2430-0021	Sensepoint XCD RTD Remote Junction Box, 3 Terminal	Each	251.43
XCDRFDLM	cCSAus approved SPXCD RFD Transmitter with LM25, 3/4"NPT Entry,	Each	2079.30
2106B1817	Hydrogen (H2) 0-1,000 ppm Sensor	Each	991.80
2106B1820	Sulfur dioxide (SO2) 0-15 ppm Sensor	Each	1139.70
SPXCDALMO1	ATEX/IECEX/KTL/PA and GB approved SP XCD Oxygen (O2)	Each	1409.40
SPXCDALMPX	ATEX/IECEX/KTL/PA and GB approved SP XCD Flammable Propane (CH4),	Each	1574.70
SPXCDULNA2M	Ammonia (NH3) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	1931.40
SPXCDULNA2RM	Ammonia (NH3) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	2027.10
SPXCDULNC2M	Carbon monoxide (CO) Explosion Proof Transmitter (EC), 4-20mA, 3	Each	1792.20
SPXCDULND2M	Nitric oxide (NO) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	1948.80

SPXCDULNG2M	Hydrogen (H2) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	1792.20
SPXCDULNG2RM	Hydrogen (H2) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	2027.10
SPXCDULNH2M	Hydrogen sulfide (H2S) Explosion Proof Transmitter (EC), 4-20mA, 3	Each	1635.60
SPXCDULNL2M	Chlorine (Cl2) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	1792.20
SPXCDULNL2RM	Chlorine (Cl2) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	2027.10
SPXCDULNN2RM	Nitrogen dioxide (NO2) Explosion Proof Transmitter (EC), 4-20mA, 3	Each	1870.50
SPXCDULNS2M	Sulfur dioxide (SO2) Explosion Proof Transmitter (EC), 4-20mA, 3 Relays,	Each	1931.40
SPXCDULNTX4M	Sensepoint XCD RTD Transmitter, 4-20mA, 3 Relays, Modbus	Each	1409.40
05704-A-0148	5704F FIRE STATUS PANEL	Each	394.98
081-0002-000	KIT, LAMP CLEANING	Each	74.82
780248		Each	26.54
029-5401-000	ZONE 1 (IS) RUGGED SMART HAND-HELD (NORTH AMERICA)	Each	2418.60
029-5402-000	RUGGED SMART HAND-HELD (NORTH AMERICA)	Each	1174.50
029-5403-000	WALL CHARGER FOR SMART HAND-HELD (NORTH AMERICA)	Each	63.08
029-5410-000	USB CABLE WITH INTEGRAL PROTECTION DEVICE (FOR IS SMART HAND-	Each	157.47
2104B2351	HAND HELD INTERROGATOR UL CERTIFIED (4V0 SOFTWARE) FOR	Each	2244.60
2104D5021	ETHYLENE / LELM (STANDARD CALIBRATION)	Each	0.22
GFV233	HCL/N2 (10 PPM), 58 L (FOR XNX/XCD/S3K)	Each	520.26
002-3011-000	CONSTANT-FLOW REGULATOR, 0.5 LITER/MIN (FEMALE THREADED	Each	267.09
500-0034-000	CALIBRATION KIT CASE (NO GAS OR REGULATOR) HOLDS TWO 34 OR 58	Each	150.51
600-0001-000	ISOBUTYLENE, 50 PPM (BALANCE AIR), 34 LITER CYLINDER	Each	141.81
MIDAS-L-O2S	MIDAS OXYGEN SENSOR	Each	528.09
OELDBXXXXXADMAX	OELD SMART JUNCTION BOX, DISPLAY, EX D, ALUMINIUM,	Each	904.80
OELDBXXXXXADNUX	OELD SMART JUNCTION BOX, DISPLAY, C1D1 Z1, ALUMINIUM, 3/4"NPT,	Each	904.80
OELDBXXXXXSDMAX	OELD SMART JUNCTION BOX, DISPLAY, EX D, 316SST, M25, ATEX/IECEX	Each	1131.00
OELDBXXXXXSDNUX	OELD SMART JUNCTION BOX, DISPLAY, C1D1 Z1, 316SST, 3/4"NPT, CULUS	Each	1131.00
OELDVSK01	OELD GENERAL SERVICE KIT INCLUDES O-RINGS AND FIXINGS	Each	89.61
OELDVSK02	OELD TERMINAL BLOCK SET	Each	44.81
OELDVSK04	OELD M25 STOPPING PLUG	Each	13.05
OELDVSK05	OELD ¾"NPT STOPPING PLUG	Each	13.05
OELDVSK06	OELD ELECTRONICS MODULE	Each	456.75

OELDVSK08	OELD PLASTIC LOCATING POST FOR ELECTRONICS MODULE	Each	44.81
H-D03-0010-000	KIT, RAEGUARD 2 PID, UL, 0.1 – 1000 PPM ISOBUTYLENE EQUIVALENT	Each	5672.40
H-D03-0012-000	KIT, RAEGUARD 2 PID, UL, 1 – 1000 PPM ISOBUTYLENE EQUIVALENT	Each	2705.70
2106B1200	0-100% LEL M20	Each	506.34
TPPLBAWA2NNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 2 x mA input	Each	2827.50
TPPLBAWA4N4BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with 4 x mA output, battery backup	Each	4506.60
TPPLBAWA4N4NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input, 4 x mA output, MODBUS RTU	Each	4628.40
TPPLBAWA4NNBNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with battery backup	Each	3749.70
TPPLBAWA4NNBRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with battery backup, MODBUS RTU	Each	4480.50
TPPLBAWA4NNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input	Each	3184.20
TPPLBAWA4NNNRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input, MODBUS RTU	Each	3915.00
TPPLBAWA4S4BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with	Each	5411.40
TPPLBAWA4S4BRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with	Each	6133.50
TPPLBAWA4S4NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with	Each	4837.20
TPPLBAWA4S4NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with	Each	5541.90
TPPLBAWA4SNBNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with 12 x relay output, battery backup	Each	4698.00
TPPLBAWA4SNBRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with	Each	5411.40
TPPLBAWA4SNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with 12 x relay output	Each	4141.20
TPPLBAWA4SNNRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mA input with 12 x relay output, MODBUS RTU	Each	4837.20
TPPLBAWA8D8BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with	Each	8212.80
TPPLBAWA8D8BRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with	Each	8934.90

TPPLBAWA8D8NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output, 8 x mA output	Each	7629.90
TPPLBAWA8D8NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output, 8 x mA output	Each	8352.00
TPPLBAWA8DNBNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output, battery backup	Each	6629.40
TPPLBAWA8DNBRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output with battery backup, MODBUS RTU	Each	7342.80
TPPLBAWA8DNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output	Each	6063.90
TPPLBAWA8DNNRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output, MODBUS RTU	Each	6777.30
TPPLBAWA8N8BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 8 x mA output, battery backup	Each	6272.70
TPPLBAWA8N8BRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input, 8 x mA output, battery backup	Each	6986.10
TPPLBAWA8N8NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 8 x mA output	Each	5689.80
TPPLBAWA8N8NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input, 8 x mA output, MODBUS RTU	Each	6420.60
TPPLBAWA8NNBNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with battery backup	Each	4698.00
TPPLBAWA8NNBRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with battery backup, MODBUS RTU	Each	5411.40
TPPLBAWA8NNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input	Each	4141.20
TPPLBAWA8NNNRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input, MODBUS RTU	Each	4837.20
TPPLBAWA8S4BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output, battery backup	Each	6342.30
TPPLBAWA8S4NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output	Each	5750.70
TPPLBAWA8S4NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output, MODBUS RTU	Each	6490.20
TPPLBAWA8S8BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 8 x mA output, battery backup	Each	7203.60
TPPLBAWA8S8BRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 8 x mA output, battery backup, MODBUS RTU	Each	7934.40

TPPLBAWA8S8NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with	Each	6629.40
TPPLBAWA8S8NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with	Each	7342.80
TPPLBAWA8SNBNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 12 x relay output, battery backup	Each	5620.20
TPPLBAWA8SNBRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with	Each	6342.30
TPPLBAWA8SNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 12 x relay output	Each	5054.70
TPPLBAWA8SNNRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mA input with 12 x relay output, MODBUS RTU	Each	5750.70
TPPLBAWV4S4NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 4 x mV input with	Each	4863.30
TPPLBAWV8D4BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	7395.00
TPPLBAWV8D4NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 24 x relay output, 4 x mA output	Each	6820.80
TPPLBAWV8D4NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	7542.90
TPPLBAWV8D8BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	8273.70
TPPLBAWV8D8BRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	8995.80
TPPLBAWV8D8NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 24 x relay output, 8 x mA output	Each	7682.10
TPPLBAWV8D8NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	8412.90
TPPLBAWV8DNBNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 24 x relay output, battery backup	Each	6672.90
TPPLBAWV8DNBRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 24 x relay output with battery backup, MODBUS RTU	Each	7395.00
TPPLBAWV8DNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 24 x relay output	Each	6107.40
TPPLBAWV8DNNRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 24 x relay output, MODBUS RTU	Each	6820.80
TPPLBAWV8N8BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 8 x mA output, battery backup	Each	6316.20
TPPLBAWV8N8NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 8 x mA output	Each	5733.30

TPPLBAWV8NNBNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with battery backup	Each	4732.80
TPPLBAWV8NNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input	Each	4149.90
TPPLBAWV8S4BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	6394.50
TPPLBAWV8S4NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	5794.20
TPPLBAWV8S4NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	6542.40
TPPLBAWV8S8BNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	7255.80
TPPLBAWV8S8BRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	7986.60
TPPLBAWV8S8NNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	6672.90
TPPLBAWV8S8NRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	7395.00
TPPLBAWV8SNBNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 12 x relay output, battery backup	Each	5655.00
TPPLBAWV8SNBRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with	Each	6394.50
TPPLBAWV8SNNNNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 12 x relay output	Each	5089.50
TPPLBAWV8SNNRNN	TPPL Controller Basic, Wall Mount, AC115/220 150W, 8 x mV input with 12 x relay output, MODBUS RTU	Each	5794.20
TPPLBDWA4N4BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 4 x mA output, battery backup	Each	4376.10
TPPLBDWA4N4BRNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input, 4 x mA	Each	5089.50
TPPLBDWA4N4NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 4 x mA output	Each	3775.80
TPPLBDWA4N4NRNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input, 4 x mA output, MODBUS RTU	Each	4506.60
TPPLBDWA4NNBNNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with battery backup	Each	3645.30
TPPLBDWA4NNBRNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with battery backup, MODBUS RTU	Each	4376.10
TPPLBDWA4NNNNNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input	Each	3053.70



TPPLBDWA4NNNRNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input, MODBUS RTU	Each	3775.80
TPPLBDWA4S4BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 12 x	Each	5307.00
TPPLBDWA4S4BRNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 12 x	Each	6029.10
TPPLBDWA4S4NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 12 x	Each	4732.80
TPPLBDWA4S4NRNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 12 x	Each	5446.20
TPPLBDWA4SNBNNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 12 x relay output, battery backup	Each	4584.90
TPPLBDWA4SNBRNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 12 x	Each	5307.00
TPPLBDWA4SNNNNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 12 x relay output	Each	4010.70
TPPLBDWA4SNNRNN	TPPL Controller Basic, Wall Mount, DC Powered, 4 x mA input with 12 x relay output, MODBUS RTU	Each	4732.80
TPPLBDWA8D4BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x	Each	7255.80
TPPLBDWA8D4NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x relay output, 4 x mA output	Each	6672.90
TPPLBDWA8D8BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x	Each	8125.80
TPPLBDWA8D8BRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x	Each	8847.90
TPPLBDWA8D8NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x relay output, 8 x mA output	Each	7542.90
TPPLBDWA8D8NRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x	Each	8273.70
TPPLBDWA8DNBNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x relay output, battery backup	Each	6542.40
TPPLBDWA8DNBRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x relay output with battery backup, MODBUS RTU	Each	7255.80
TPPLBDWA8DNNNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x relay output	Each	5959.50
TPPLBDWA8DNNRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 24 x relay output, MODBUS RTU	Each	6672.90
TPPLBDWA8N8BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 8 x mA output, battery backup	Each	6177.00

TPPLBDWA8N8BRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input, 8 x mA	Each	6899.10
TPPLBDWA8N8NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 8 x mA output	Each	5585.40
TPPLBDWA8N8NRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input, 8 x mA output, MODBUS RTU	Each	6316.20
TPPLBDWA8NNBNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with battery backup	Each	4584.90
TPPLBDWA8NNBRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with battery backup, MODBUS RTU	Each	5307.00
TPPLBDWA8NNNNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input	Each	4010.70
TPPLBDWA8NNNRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input, MODBUS RTU	Each	4732.80
TPPLBDWA8S4BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	6237.90
TPPLBDWA8S4NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	5655.00
TPPLBDWA8S8BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	7107.90
TPPLBDWA8S8BRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	7838.70
TPPLBDWA8S8NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	6542.40
TPPLBDWA8S8NRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	7255.80
TPPLBDWA8SNBNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x relay output, battery backup	Each	5507.10
TPPLBDWA8SNBRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	6237.90
TPPLBDWA8SNNNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x relay output	Each	4976.40
TPPLBDWA8SNNRNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mA input with 12 x relay output, MODBUS RTU	Each	5655.00
TPPLBDWV8D4BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 24 x	Each	7255.80
TPPLBDWV8D4NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 24 x relay output, 4 x mA output	Each	6672.90
TPPLBDWV8D8BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 24 x	Each	8125.80

TPPLBDWV8D8NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 24 x relay output, 8 x mA output	Each	7542.90
TPPLBDWV8DNBNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 24 x relay output, battery backup	Each	6542.40
TPPLBDWV8DNNNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 24 x relay output	Each	5959.50
TPPLBDWV8N8BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 8 x mA output, battery backup	Each	6177.00
TPPLBDWV8N8NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 8 x mA output	Each	5585.40
TPPLBDWV8NNBNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with battery backup	Each	4584.90
TPPLBDWV8NNNNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input	Each	4010.70
TPPLBDWV8S4BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 12 x	Each	6237.90
TPPLBDWV8S4NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 12 x	Each	5655.00
TPPLBDWV8S8BNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 12 x	Each	7107.90
TPPLBDWV8S8NNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 12 x	Each	6542.40
TPPLBDWV8SNBNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 12 x relay output, battery backup	Each	5507.10
TPPLBDWV8SNNNNN	TPPL Controller Basic, Wall Mount, DC Powered, 8 x mV input with 12 x relay output	Each	4941.60
TPPLEAWA4N4BNNN	TOUCHPOINT PLUS BASE EXPANSION UNIT WITH 4 X MA INPUT, 4 MA	Each	3906.30
TPPLEAWA4SNNNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 4 x mA input with 12 x relay output	Each	3488.70
TPPLEAWA8D8BNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with	Each	7603.80
TPPLEAWA8D8NNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output, 8 x mA output	Each	7038.30
TPPLEAWA8DNBNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output with battery backup	Each	6029.10

TPPLEAWA8DNNNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with 24 x relay output	Each	5489.70
TPPLEAWA8N8BNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input, 8 x	Each	5655.00
TPPLEAWA8N8NNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input, 8 x mA output	Each	5089.50
TPPLEAWA8NNBNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with battery backup	Each	4071.60
TPPLEAWA8NNNNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input	Each	3488.70
TPPLEAWA8S8BNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with	Each	6603.30
TPPLEAWA8S8NNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with	Each	6029.10
TPPLEAWA8SNBNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with	Each	5019.90
TPPLEAWA8SNNNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mA input with 12 x relay output	Each	4437.00
TPPLEAWAN	Wall Mount TPPL with AC power for Expansion unit	Each	1766.10
TPPLEAWDN	Wall Mount TPPL with DC power for Expansion unit	Each	1609.50
TPPLEAWV8SNNNNN	TPPL Expansion Unit, Wall Mount, AC115/220 150W, 8 x mV input with 12 x relay output	Each	4437.00
TPPLEDWA8D8BNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with 24 x	Each	7473.30
TPPLEDWA8D8NNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with 24 x relay output, 8 x mA output	Each	6899.10
TPPLEDWA8DNBNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with 24 x relay output with battery backup	Each	5872.50
TPPLEDWA8DNNNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with 24 x relay output	Each	5307.00
TPPLEDWA8N8BNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input, 8 x mA	Each	5507.10
TPPLEDWA8N8NNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input, 8 x mA output	Each	4941.60
TPPLEDWA8NNBNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with battery backup	Each	3941.10

TPPLEDWA8NNNNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input	Each	3340.80
TPPLEDWA8S8BNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	6464.10
TPPLEDWA8S8NNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	5872.50
TPPLEDWA8SNBNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with 12 x	Each	4872.00
TPPLEDWA8SNNNNN	TPPL Expansion Unit, Wall Mount, DC Powered, 8 x mA input with 12 x relay output	Each	4297.80
TPPLMACI4	2ch mA + 2ch mV Input module	Each	965.70
TPPLMACI8	4ch mA + 4ch mV Dual Input module	Each	1940.10
TPPLOGLD	Cable glandes (13 ea)	Each	160.95
TPPLOGLDA	Cable glands adaptor for M20 (13 pc.)	Each	194.01
TPPLOMGND	Metal grounding for cable gland	Each	321.03
TPPLOSDC	SD Card	Each	82.22
TPPLOWMB	Wall Mounting Bracket	Each	321.03
TPPLSBPM	Back Plane Module	Each	401.94
TPPLSDPM	UI PCB Module	Each	1609.50
TPPLSIBB	Replacement Backup battery pack	Each	561.15
TPPLSLTSM	LCD + Touch Screen Module	Each	401.94
TPPLSMAAI2	2 X mA Input Module (1st F)	Each	480.24
TPPLSMAAI4	4 X mA Input Module(1st F)	Each	965.70
TPPLSMAAI8	8 X mA Input Module(1st F)	Each	1940.10
TPPLSMAAO4	4 X mA Output Module	Each	965.70
TPPLSMACI4	Replacement 2ch mA + 2ch mV Dual input module	Each	1148.40
TPPLSMACI8	Replacement 4:4 Dual input module	Each	2314.20
TPPLSMAROC	12 X Relay Output Module	Each	1122.30
TPPLSMAVI2	2 X mV Input Module(1st F)	Each	480.24
TPPLSMAVI4	4 X mV Input Module(1st F)	Each	965.70
TPPLSMAVI8	8 X mV Input Module (1st F)	Each	1940.10
TPPLSMPM	Main PCB Module	Each	1200.60
TPPLSMPME	Replacement Expansion PCB Module	Each	1122.30
TPPLSSAM	SMPS Assembly Module(150W,110/220VAC)	Each	401.94

SPXCDDMF	REPLACEMENT DISPLAY MODULE FOR FL & IR WITH MODBUS	Each	783.00
SPXCDULNCX	UL/CUL/INMETRO APPROVED SP XCD CARBON MONOXIDE (CO) 0-300	Each	1409.40
SPXCDULNG1	UL/CUL/INMETRO APPROVED SP XCD HYDROGEN (H2) 0-1000 PPM WITH	Each	1409.40
SPXCDULNG2	EXPLOSION PROOF TRANSMITTER (EC), 4-20MA, 3 RELAYS, SENSEPOINT	Each	1609.50
SPXCDULNHX	UL/CUL/INMETRO APPROVED SP XCD HYDROGEN SULFIDE (H2S) 0-50	Each	1409.40
SPXCDULNPX	UL/INMETRO APPROVED SP XCD FLAMMABLE PROPANE (CH4), ETHYLENE	Each	1574.70
SPXCDULNRX	UL/INMETRO APPROVED SP XCD FLAMMABLE METHANE (CH4) IR 0-100%	Each	1574.70
XCDRFDL	CCSAUS APPROVED SPXCD RFD TRANSMITTER WITH LM25, 3/4"NPT	Each	1713.90
MPD-UTCBI	XNX MPD UL/CSA CATALYTIC BEAD SENSOR 0-100% LEL	Each	874.35
XNX-UTAV-RNNNN	UL/CSA 3/4" NPT, ALUMINUM, MILLIVOLT, RELAY	Each	1174.50
XNX-UTSE-RNNNN	UL/CSA 3/4" NPT, STAINLESS STEEL, ELECTROCHEMICAL, RELAY	Each	1800.90
XNX-UTSI-RNNNN	UL/CSA 3/4" NPT, STAINLESS STEEL, INFRARED (OPTIMA-EXCEL), RELAY	Each	1409.40
HA71N4-16	HA71 in NEMA 4X Enclosure, 16 channel, standard configuration	Each	14407.20
HA71N4-8	HA71 in NEMA 4X Enclosure, 8 channel, standard configuration	Each	13380.60
20404-0200	Extractive Module for use with Electrochemical Sensors	Each	1470.30
20408-0114	Pyrolyzer Module for sulfur hexafluoride (SF6)	Each	2523.00
2106B1816	Hydrogen (H2) 0-1,000 ppm Replacement Sensor	Each	991.80
2106B2312	(ATEX) 3/4 NPT	Each	826.50
2108D0258	Optima Plus Gassing Cover	Each	220.11
2108D0275	Optima Plus Deluge / Heat Shade	Each	172.26
2108D3001	GAS TBL METHANE 100% LEL	Each	0.39
2108D3153	Band D (100% LEL Full Scale)	Each	268.83
2108D3170	Methane (CH4) (100% LEL Full Scale, 4.4 LEL %v/v)	Each	0.22
2108D3225	Ethylene (C2H4) (100% LEL Full Scale, 2.7 LEL %v/v)	Each	0.22
2108D3228	Styrene (C8H8) (100% LEL Full Scale, 1.1 LEL %v/v)	Each	270.57
2108D3240	Ethylene (C2H4) (100% LEL Full Scale, 2.3 LEL %v/v)	Each	0.22
2108N4100N	Hydrocarbon calibration, with dust barrier, weather housing, deluge/heat	Each	2296.80
2992-0029	CO2/Air (1% V/V), 103 L (for XNX/XCD/S3K)	Each	294.06
9602-0205	Satellite XT 4-20 mA/R	Each	2723.10
9602-9710	Sulfur hexafluoride (SF6) 0 - 0.500 %v/v (For Pyrolyzer Only)	Each	230.55
AAY80-390	Gas Sensor O2 40XV	Each	299.28

EC-FX-NH3-HR	EC-FX Replacement NH3 Cell 0-500/1000ppm	Each	600.30
S3KUS2	UL/cUL approved Series 3000 MkII toxic and Oxygen (O2) transmitter,	Each	1357.20
SPLCC1BARCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CO, 4~20 mA, Relay,	Each	604.65
SPLCC1BARWXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CO, 4~20 mA, Relay, White	Each	591.60
SPLCC1BAXCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CO, 4~20 mA, Charcoal	Each	569.85
SPLCC1BMRCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CO, Modbus, Relay,	Each	669.90
SPLCC1BMXCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CO, Modbus, Charcoal	Each	626.40
SPLCF6BARCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CH4 (Cat), 4~20 mA, Relay,	Each	669.90
SPLCF6BARWXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CH4 (Cat), 4~20 mA, Relay,	Each	669.90
SPLCF6BAXCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CH4 (Cat), 4~20 mA,	Each	635.10
SPLCF6BMRCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CH4 (Cat), Modbus, Relay,	Each	769.95
SPLCF6BMXCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, CH4 (Cat), Modbus, Charcoal	Each	739.50
SPLCG1BAXCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, H2, 4~20 mA, Charcoal	Each	622.05
SPLCG1BAXWXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, H2, 4~20 mA, White	Each	635.10
SPLCG1BMRCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, H2, Modbus, Relay, Charcoal	Each	761.25
SPLCN1BMRCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, NO2, Modbus, Relay,	Each	669.90
SPLCO1BAXWXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, O2, 4~20 mA, White	Each	669.90
SPLCO1BMXCXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, O2, Modbus, Charcoal	Each	739.50
SPLCO1BMXWXNZZ	Sensepoint XCL Transmitter, Safe Area, IP65, O2, Modbus, White	Each	739.50
SPLCONO2-BNDL-MA	CO/NO2 Bundle-SPXCL, 4~20mA, Charcoal	Each	1017.90
SPLCONO2-BNDL-MAR	CO/NO2 Bundle-SPXCL, 4~20mA, Relay, Charcoal	Each	1087.50
SPLCONO2-BNDL-MB	CO/NO2 Bundle-SPXCL, Modbus, Charcoal	Each	1131.00
SPLCONO2-BNDL-MBR	CO/NO2 Bundle-SPXCL, Modbus, Relay, Charcoal	Each	1209.30
SPLIC1BAXYNUZZ	SPXRL-BT-cULus-CO 300ppm-mA-YEL	Each	1148.40
SPLIC1BMXYNUZZ	SPXRL-BT-cULus-CO 300ppm-Modbus-YEL	Each	1226.70
SPLIF6BAXYNUZZ	SPXRL-BT-cULus-CH4 100%LEL-mA-YEL	Each	1030.95
SPLIO1BMXYNUZZ	SPXRL-BT-cULus-O2 25.0%VOL-Modbus-YEL	Each	1226.70
SPXCDALMB2	XCD Gas Detector, 4 to 20 mA output, ATEX/IECEx/Asian approvals, 2 x	Each	1687.80

SPXCDALMB2M	XCD Gas Detector, 4 to 20 mA and Modbus output, ATEX/IECEX/Asian	Each	1905.30
SPXCDALMRFD	ATEX/IECEX & AP approved SP XCD RFD Transmitter with LM25	Each	1165.80
SPXCDASMB2	XCD Gas Detector, 4 to 20 mA output, ATEX/IECEX/Asian approvals, 2 x	Each	1983.60
SPXCDASMB2M	XCD Gas Detector, 4 to 20 mA and Modbus output, ATEX/IECEX/Asian	Each	2218.50
SPXCDULNA2	Explosion Proof Transmitter (EC), 4-20mA, 3 Relays, Sensepoint Toxic	Each	1609.50
SPXCDULNB2	XCD Gas Detector, 4 to 20 mA output, UL/c-UL/INMETRO, 2 x 3/4" NPT	Each	1687.80
SPXCDULNB2M	XCD Gas Detector, 4 to 20 mA and Modbus output, UL/c-UL/INMETRO, 2	Each	1905.30
SPXCDULND2	Explosion Proof Transmitter (EC), 4-20mA, 3 Relays, Sensepoint Toxic	Each	1609.50
SPXCDULNFX	Combustible (CH4) explosion proof transmitter (Cat Bead), 4-20 mA, 3	Each	1470.30
SPXCDULNS2	Explosion Proof Transmitter (EC), 4-20mA, 3 Relays, Sensepoint Toxic	Each	1609.50
SPXCDULNTXFM	Sensepoint XCD Flam and IR transmitter ONLY (no sensor) for UL, LM25	Each	1122.30
SPXCDUSNB2	XCD Gas Detector, 4 to 20 mA output, UL/c-UL/INMETRO, 2 x 3/4" NPT	Each	1983.60
SPXCDUSNB2M	XCD Gas Detector, 4 to 20 mA and Modbus output, UL/c-UL/INMETRO, 2	Each	2218.50
SPXCDXSB2SS	Carbon Dioxide IR 0-5.00% v/v only	Each	909.15
SPXCLCAL	SPXCL CAL/Flow Cap	Each	33.50
SPXCLRGP	SPXCL Gassing Port	Each	20.01
SPXCLRLC1SS	SPXCL/XRL-Spare Cell-CO	Each	161.82
SPXCLRLN1SS	SPXCL/XRL-Spare Cell-NO2	Each	161.82
SPXCLZZF6SS	SPXCL-Spare Cell-FLM CAT	Each	241.86
SPXRLCAL	SPXRL-Calibration Cap	Each	96.57
SPXRLFLW	SPXRL-Flow Housing	Each	133.98
XNXXSA1SS	Ammonia (NH3) 0-200 ppm (50 to 200 ppm, 50 ppm)	Each	935.25
BP-1	BACKPLANE FOR 1 CARD CONTROLLER	Each	591.60
FS10-R30	COPPER-FREE ALUMINUM HOUSING INCL ALERT / FIRE EARLY WARNING	Each	3245.10
FS20X-211-21-2	DUAL IR/UV COPPER-FREE ALUMINUM ENCL. WITH (2) 3/4" NPT ENTRIES,	Each	3575.70
FS20X-211-22-2	DUAL IR/UV STAINLESS STEEL ENCL. WITH (2) 3/4" NPT ENTRIES, FM, CFM	Each	4358.70
FS20X-211-24-3	DUAL IR/UV STAINLESS STEEL ENCL. WITH (2) M25 ENTRIES, FM, CFM,	Each	4393.50
FSL100-IR3	IR3 FLAME DETECTOR RED	Each	2705.70
FSL100-IR3-W	IR3 FLAME DETECTOR WHITE	Each	2705.70
FSL100-SM21	FLS100 OPTIONAL SWIVEL MOUNT	Each	231.42
FSL100-TL	FSL100 TEST LAMP, INCL UNIVERSAL CHARGER AND CARRYING CASE;	Each	1653.00



FSL100-TLBT	12VDC BATTERY FOR FSL100-TL TEST LAMP	Each	449.79
FSL100-TLBU	H3 LIGHT BULB FOR FSL100-TL TEST LAMP	Each	236.64
FSL100-TLX	FSL100 TEST LAMP, INCL CARRYING CASE, INTRINSICALLY SAFE	Each	2279.40
FSL100-UV	UV FLAME DETECTOR RED	Each	2279.40
FSL100-UVIR	UVIR FLAME DETECTOR RED	Each	2505.60
FSL100-UVIR-W	UVIR FLAME DETECTOR WHITE	Each	2505.60
FSL100-UV-W	UV FLAME DETECTOR WHITE	Each	2279.40
FT-2145	UV/IR TEST LAMP WITH UNIVERSAL CHARGER (FM & ATEX APPROVAL)	Each	4698.00
MA420-4	0-20 MA MODULE FOR SS4 DETECTORS NEW VERSION (FACTORY	Each	310.59
PSU-12	UNIVERSAL CHARGER FOR FIRE SENTRY TEST LAMPS AND INTERFACE	Each	192.27
SM4	STAINLESS STEEL SWIVEL MOUNTING ASSEMBLY FOR FS24X, FS18X, SS4,	Each	269.70
TL-1055	IR TEST LAMP FOR TESTING FSX DETECTORS, NON-EXPLOSION PROOF	Each	1653.00
TL-2055	IR TEST LAMP FOR TESTING FSX DETECTORS, EXPLOSION PROOF	Each	3819.30
10-3995	SWIVEL MOUNT FOR 30-2056E. [NOT FM OR CSFM LISTED]	Each	1104.90
30-2021-24	FLAME DETECTOR, UV, 24 VDC [NOT FM OR CSFM LISTED]	Each	2984.10
30-2021E-24	EXPLOSION-PROOF, UV, 24 VDC [NOT FM OR CSFM LISTED]	Each	7255.80
30-3013	EXPLOSION-PROOF, PHOTOELECTRIC SMOKE DETECTOR, 3/4 NPI, RELAY 0	Each	11492.70
Q3013D-010	Duct Mount Kit for 30-3013, 10 ft inlet tube. Does not include the 30-	Each	2900.00
Q3013D-1	Duct Mount Kit for 30-3013, 1 ft inlet tube.Does not include the 30-3013	Each	2844.90
Q3013D-3	Duct Mount Kit for 30-3013, 3 ft inlet tube.Does not include the 30-3013	Each	2827.50
Q3013D-6	Duct Mount Kit for 30-3013, 6 ft inlet tube.Does not include the 30-3013	Each	2879.70
PRN-7	UL LISTED TRACK PRINTER	Each	2871.00
051040		Each	486.33
115035		Each	38.28
411		Each	402.81
411RK	Relay kit, two programmable relays, Form C, 411UDAC only	Each	36.11
411UD	Four channel dual slave programmer DACT, requires PRO-411	Each	548.10
411UDAC	4-Channel, dual Line, stand-alone Fire Alarm Communicator. 1 amp of	Each	600.30
7626-25HC	25 FT. ANTENNA CABLE, LOW LOSS	Each	192.27
7626-5	5 FT. ANTENNA CABLE, NOT LOW LOSS	Each	91.35
7626-50HC	50 FT. ANTENNA CABLE, LOW LOSS	Each	288.84

7720P	IPGSM HANDHELD PROGRAMMER	Each	500.25
ALMSC119	RJ45-DB9F CONNECTOR	Each	68.73
HPTCOVER	PLUG IN TRANSFORMER BOX FOR IPGSM COMMUNICATOR	Each	66.56
HW-TG7FS-A	CLSS-Enabled Telguard LTE - M/5G Fire Alarm Communicator, AT&T	Each	565.50
HW-TG7FS-V	CLSS-Enabled Telguard LTE - M/5G Fire Alarm Communicator, VERIZON	Each	565.50
SK-IP-2	IP COMUNICATOR KIT, INCLUDES IPENC AND IPBRKT	Each	991.80
SK-IP-2UD	IP COMUNICATOR KIT WITH UPLOAD/DOWNLOAD, INCLUDES IPENC AND	Each	1139.70
WA7626-CA	IPGSM SNA to N adapter	Each	142.68
HP300ULM	2.5 AMP 12/24 VOLT 5 OUT UL LISTED POWER SUPPLY W/FIRE ALARM	Each	522.00
HP300ULPD8CB	2.5 AMP 12/24 VOLT POWER SUPPLY W/HPD8CB DISTRIBUTION BOARD	Each	487.20
HP300ULX	2.5 AMP 12/24 VOLT UL LISTED POWER SUPPLY & ENCLOSURE	Each	354.96
HP400ULACM4	4 AMP 12/24 VOLT 4 OUT UL LISTED POWER SUPPLY W/ACCESS POWER	Each	604.65
HP400ULM	4 AMP 12/24 VOLT 6 OUT UL LISTED POWER SUPPLY W/FIRE ALARM	Each	556.80
HP400ULPD8CB	4 AMP 12/24 VOLT UL LISTED POWER SUPPLY W 8 PTC OUT POWER DIST	Each	522.00
HP400ULX	4 AMP 12 VOLT OR 3A 24 VOLT UL LISTED POWER SUPPLY & LARGE	Each	465.45
HP600ULACM8	6 AMP 12/24 VOLT 8 OUT UL LISTED POWER SUPPLY W/ACCESS POWER	Each	813.45
HP600ULM	6 AMP 12/24 VOLT 6 OUT UL LISTED POWER SUPPLY W/FIRE ALARM	Each	761.25
HP600ULPD16CB	6 AMP 12/24 VOLT UL LISTED POWER SUPPLY W 16 PTC OUT POWER	Each	787.35
HP600ULX	6 AMP 12/24 VOLT UL LISTED POWER SUPPLY & ENCLOSURE	Each	656.85
HPACM8	8 FUSED ACCESS POWER CONTROLLER UL RECOGNIZED	Each	196.62
111682		Each	3.61
BAT-121000	BATTERY, 12 VOLT, 100 AH.	Each	983.10
BAT-12120-BP	FOUR (4) BAT-12120 BAT-12120 (12V, 12AH) SHIPPED IN EACH BULK	Each	696.00
BAT-12180-BP	TWO (2) BAT-12180 (12V, 18AH) SHIPPED IN EACH BULK PACK	Each	367.14
BAT-12260-BP	TWO (2) BAT-12660 (12V, 26AH) SHIPPED IN EACH BULK PACK	Each	561.15
BAT-1250-BP	TEN (10) BAT-1250 (12V, 5AH) SHIPPED IN EACH BULK PACK	Each	648.15
BAT-12550	BATTERY, 12 VOLT, 55 AH.	Each	552.45
BAT-1270-BP	FIVE (5) BAT-1270 (12V, 7AH) SHIPPED IN EACH BULK PACK	Each	508.95
BB-17F	BATTERY BACKBOX, HOLDS UP TO TWO 12 V, 18 AH BATTERIES, RED	Each	150.51
BB-26	BATTERY BACKBOX – MOUNTS UP TO 2, BAT-12260 BATTERIES	Each	235.77
BB-55F	BATTERY BOX, HOLDS UP TO TWO BAT-12260 (26 AH) OR BAT-12550 (55	Each	440.22

BAT-12330	Battery, 12VDC, 33 Ah, nut & bolt	Each	289.71
EQBB-D4	Back box, accepts up to 4 HPFF chassis power supply, black	Each	787.35
HPFF12	HPFF12 NAC SUPPLY	Each	1409.40
HPFF12CM	PS,OFFLINE,24V/12A POWER SUPPLY, CHASSIS MOUNT, 120 VAC,	Each	1331.10
HPFF12CME	ASSY,FNL,HPFF12CME, CHASSIS MOUNT 220VAC	Each	1444.20
HPFF8CM	8 AMP 24 VOLT F/A POWER SUPPLY, CHASSIS MOUNT, 120 VAC,	Each	1070.10
HPFF8CME	8 AMP 24 VOLT F/A POWER SUPPLY, CHASSIS MOUNT, 220/240 VAC,	Each	1104.90
HPF-PS10	10.0 AMPS, 120VAC, REMOTE POWER SUPPLY, RED.	Each	839.55
HPF-PS10B	Honeywell PS Series Power Supply, Black Cabinet, 10 Amps, 7 Outputs	Each	839.55
HPF-PS10E	Honeywell PS Series Power Supply, Red Cabinet, 10 Amps, 7 Outputs,	Each	839.55
HPF-PS6	Honeywell PS Series Power Supply, Red Cabinet , 6 Amps, 5 Outputs	Each	717.75
HPF-PS6B	6.0 AMPS, 120VAC, REMOTE POWER SUPPLY, BLACK.	Each	717.75
HPF-PS6E	6.0 AMPS, 240VAC, REMOTE POWER SUPPLY, RED. EXPORT.	Each	717.75
HPP31076	HPFF8/12 CLASS A ADAPTER	Each	173.13
SEISKIT-MULTI-1	Seismic mounting kit for use with PS series powersupplies to secure the	Each	265.35
SK-PS10	10.0 AMPS, 120VAC, REMOTE POWER SUPPLY, RED.	Each	1049.44
SK-PS6	6.0 AMPS, 120VAC, REMOTE POWER SUPPLY, RED.	Each	897.19
ZNAC-4	HPF24 Class A/Style Z NAC option module	Each	169.65
ZNAC-PS	OPTIONAL CLASS A OUTPUT CONVERTER MODULE.	Each	169.65
HMC-K4	Call Station Extension Keypad with 4 programmable buttons. Each button	Each	314.50
HMC-K8	Call Station Extension Keypad with 8 programmable buttons	Each	314.50
RK-AMP500-A	HIGH EFFICIENCY DIGITAL POWER AMPLIFIER, 500W RATED OUTPUT	Each	1317.50
RK-MCU-A	Master Control Unit, built-in 8 speaker line selector & 500W high	Each	3043.00
RK-MIC-A	Romote Call Station, 8 preset buttons and 8 configurable buttons,	Each	697.00
RK-ZONE24-A	Zone Expander with single audio channel mode, built-in 24 speaker line	Each	1538.50
RK-ZONE8-A	Zone Expander with single or dual audio channel mode, built-in 8 speaker	Each	1453.50
30406002		Each	4.89
LM2-PCP06A(UL)	5" ceiling speaker 6/3/1.5W,white, ABS. Replacing Part No. LM2-PCP06A	Each	23.80
LM2-PCP06B(UL)	5" ceiling speaker, 6/3/1.5W,white, ABS, ABS dome. Replacing Part No.	Each	32.73
LM2-PCP06C(UL)	5" ceiling speaker, 6/3/1.5W, white,ABS, moisture-proof IP54. Replacing	Each	29.33
L-PBM20A(UL)	Bidirectional projection speaker, 20/10/5/2.5W, white, aluminum.	Each	152.15

L-PJM10A(UL)	Unidirectional projection speaker, 10/5/2.5/1.25W, white, aluminum.	Each	137.70
L-PJM20A(UL)	Unidirectional projection speaker, 20/10/5/2.5W, white, aluminum.	Each	139.40
L-POM20A(UL)	Outdoor Column speaker, 20/10/5/2.5W, white, aluminum. Replacing	Each	206.55
L-POM40A(UL)	Outdoor Column speaker, 40/20/10/5W, white, aluminum. Replacing	Each	277.10
L-POM80A(UL)	Outdoor Column speaker, 80/40/20/10W, White, aluminum. Replacing	Each	428.40
L-PWP40A(UL)	Wall mount cabinet speaker, 40/20/10W, white, ABS. Replacing Part No.	Each	111.35
L-PWP40B(UL)	Wall mount cabinet speaker, 40/20/10W, black, ABS. Replacing Part No. L-	Each	113.05
L-PWP60A(UL)	Wall mount cabinet speaker, 60/30/15W, white, ABS. Replacing Part No.	Each	154.70
L-VCM6B/EN(UL)	5" Fire proof metal ceiling speaker, 6/3/1.5/0.75W, red fire dome, EN54-	Each	72.68
HN-PTT	Push-To-Talk microphone	Each	139.40
HN-SDB40	Professional TTS speech engine (Standard: male & female voice in	Each	29121.00
X-DA1500EN-A	High efficiency Class D power amplifier, 1x500W, 100V/70 output, with	Each	1496.00
X-DA2250EN-A	High efficiency Class D power amplifier, 2x250W, 100V/70 output, with	Each	1734.00
X-DA4125EN-A	High efficiency Class D power amplifier, 4x125W, 100V/70 output, with	Each	2099.50
X-DCS3000-A	Digital Integrated System Manager, 8 Zones, Multi-Functional Integration,	Each	2966.50
X-K4	4-button keypad extension unit for X-NPMS	Each	794.75
X-K8(EX)	8-button keypad extension unit for X-NPMS. Replacing Part No. X-K8 to	Each	943.50
X-ND100(UL)	Digital noise detector. Replacing Part No.X-ND100 to align with UL.	Each	252.45
X-NRI/EN-A	Network Resource Interface, 4 channels network audio source, 32 dry	Each	2847.50
X-SP2000	X-SMART System Resource Platform (Server)	Each	2983.50
X-SPT900	X-SMART Med to Small Project System Management Software Package	Each	1844.50
X-ST2000	X-SMART Client Interface	Each	697.00
SR-1DT-PCG		Each	12433.80
SR-1DT-SCA		Each	892.50
SR-2DT-PCG		Each	17839.80
SR-2DT-SCA		Each	1784.15
SR-3DT-PCG		Each	26759.70
SR-3DT-SCA		Each	1784.15
SR-CDP-1PASD		Each	902.70
SR-CDP-2PASD		Each	1084.60
SR-CDP-4PASD		Each	1624.35

SR-CDP-AGD		Each	362.95
SR-CDP-LT		Each	360.40
SR-CDP-MPASD		Each	1805.40
SR-DCH-AT		Each	272.85
SR-DSS-GOLD-YR		Each	23003.55
SR-DSS-PLATINUM-YR		Each	42466.85
SR-DSS-SILVER-YR		Each	12401.50
SR-FSV		Each	2478.60
SR-HDT-SCA		Each	721.65
SR-ORT-01		Each	721.65
SR-PBD		Each	1805.40
SR-SDP-1PASD		Each	497.25
SR-SDP-2PASD		Each	539.75
SR-SDP-4PASD		Each	893.35
SR-SDP-AGD		Each	200.60
SR-SDP-MPASD		Each	893.35
SR-SDP-OAD		Each	272.85
SR-SDP-WSD		Each	272.85
SR-SUB-1YR		Each	9021.05
SR-TR-EXP		Each	#VALUE!
FFT-24	24 ZONE EXPANDER	Each	845.75
FFT-FPJ	FIRE FIGHTER PHONE JACK	Each	148.75
FFT-HSC	HANDSET CABINET	Each	1062.50
FFT-RHS	REMOTE HANDSET	Each	164.05
FFT-STSR	SINGLE TELEPHONE STATNION RECESS MOUNT	Each	552.50
FFT-STSS	SINGLE TELEPHONE STATNION SURFACE MOUNT	Each	514.25
FPJ	FIREMAN'S PHONE JACK ON A SINGLE GANG PLATE.	Each	47.18
IFP-FFT	FARENHYT FIRE FIGHTER TELEPHONE CONTROL PANEL	Each	2065.50
90145A-801-02-L	Tan UL 1480A, CID2 certified MA-Micro series medium power 650 Watt	Each	9057.84

90145A-801-04-L	Gray UL 1480A, CID2 certified MA-Micro series medium power 650 Watt	Each	9057.84
90199A-801-01	HS-10C Portable Acoustic Hailing Device BLK	Each	3557.25
42155A-801	50 Ft Speaker Cable Assembly (connectorized version only)	Each	979.89
42155A-802	75 Ft Speaker Cable Assembly (connectorized version only)	Each	699.92
72354B-801	LIGHT DUTY TRIPOD	Each	741.10
72377B-801	TCPA-10 Wall Mount Bracket	Each	199.83
72378B-801	TPCA-10 Dual Unit Mounting Adapter	Each	40.62
72538B-801	HS-ENCOMPASS FLOOR PEDESTAL KIT	Each	1249.50
72539B-801	HS-ENCOMPASS WALL MOUNT	Each	3876.00
72540B-801	HS-ENCOMPASS POLE MOUNT	Each	1482.21
72542B-801	LineWave Distributed Audio Transformer Box for LineWave 8X. Should be	Each	555.82
72542B-801-L	UL TRANSFORMER BOX, HIGH POWER SINGLE CHANNEL - LINE WAVE	Each	592.88
72542B-802	LineWave Distributed Audio Transformer Box for LineWave 16X. Should	Each	716.39
72542B-802-L	UL TRANSFORMER BOX, HIGH POWER DUAL CHANNEL - LINE WAVE	Each	790.50
72551B-801	HS-ENCOMPASS 25/50/75V TRANSFORMER	Each	1004.62
72575B-801	LineWave Distributed Audio Transformer Box for LineWave 2X & 4X.	Each	285.74
72575B-801-L	UL TRANSFORMER BOX, LOWER POWER - LINE WAVE	Each	306.69
72581B-801	LINE WAVE POLE MOUNT KIT	Each	183.00
72587B-801	TCPA-10 Mounting Plate to accommodate 4 TCPA-10 speakers arranged	Each	979.89
72870B-801		Each	427.45
72899B-801		Each	937.10
74014A-SK15	MA-Micro or MA-1 emitter head ceiling mount	Each	1342.22
90136A-HDW-801	TCPA Directional Single Mount Bracket	Each	630.77
90136A-HDW-802	TCPA Directional Wall Mount	Each	1152.81
90136A-HDW-803	TCPA-4 Horn Mounting Bracket	Each	5187.68
90171A-801	MA-1 standalone amplifier (Crown 6002 XTi)	Each	11808.12
90171A-802	MA-2 standalone amplifier (Crown 6002 XTi)	Each	11808.12
90172A-801	TCPA Standalone amplifier (Crown 4002 XTi)	Each	7048.65
90172A-805	MA-Micro standalone amplifier (Crown 4002 XTi)	Each	7048.65
90172A-806	UL Omni standalone amplifier (Crown 4002 XTi)	Each	7048.65
90179A-801	70V constant-voltage transformer	Each	2075.09

90209A-801	MA Series Wall Mount Kit	Each	2252.50
90209A-802	Pole-Mount Kit. Bolts to steel or wooden pole. Additional support and	Each	3587.00
90209A-803	MA-1 and MA-2 Emitter head wall-mount bracket & installation kit	Each	1976.28
90209A-804	MA Series tripod mounting system.	Each	3771.37
90223A-801-02-L	ENCOMPASS MA1 1600W UL CID2 SPEAKER-TAN	Each	39299.33
90223A-801-04-L	ENCOMPASS MA1 1600W UL CID2 SPEAKER-GRAY	Each	39299.33
90223A-802-02-L	HS ENCOMPASS MA1 960W UL CID2 SPEAKER-TAN	Each	23984.03
90223A-802-04-L	HS ENCOMPASS MA1 960W UL CID2 SPEAKER-GRY	Each	23984.03
90223A-803-02-L	HS ENCOMPASS MA1 640W UL CID2 SPEAKER-TAN	Each	20022.60
90223A-803-04-L	HS ENCOMPASS MA1 640W UL CID2 SPEAKER-GRY	Each	20022.60
90223A-804-02-L	HS ENCOMPASS MA1 320W UL CID2 SPEAKER-TAN	Each	15597.08
90223A-804-04-L	HS ENCOMPASS MA1 320W UL CID2 SPEAKER-GRY	Each	15597.08
90224A-801-02-L	ENCOMPASS MA2 UL CID2 3200W SPEAKER-TAN	Each	68703.38
90224A-801-04-L	ENCOMPASS MA2 3200W UL CID2 SPEAKER-GRAY	Each	68703.38
90224A-802-02-L	ENCOMPASS MA2 UL CID2 1920W SPEAKER-TAN	Each	40807.65
90224A-802-04-L	ENCOMPASS MA2 1920W UL CID2 SPEAKER-GRAY	Each	40807.65
90224A-803-02-L	ENCOMPASS MA2 1280W UL CID2 SPEAKER-TAN	Each	32437.28
90224A-803-04-L	ENCOMPASS MA2 1280W UL CID2 SPEAKER-GRAY	Each	32437.28
90224A-804-02-L	HS ENCOMPASS MA2 640W UL CID2 SPEAKER-TAN	Each	23188.43
90224A-804-04-L	ENCOMPASS MA2 960W UL CID2 SPEAKER-GRAY	Each	23188.43
90240A-801	HS ENCOMPASS MA MICRO AMPLIFIER CABINET	Each	26052.50
90240A-802	HS ENCOMPASS MA-1 320W AMPLIFIER CABINET	Each	26052.50
90240A-803	HS ENCOMPASS 640W AMPLIFIER CABINET	Each	28313.50
90240A-804	HS ENCOMPASS MA 960W AMPLIFIER CABINET	Each	31314.00
90240A-805	HS ENCOMPASS MA-1 1600W AMPLIFIER CABINET	Each	35258.00
90240A-806	HS ENCOMPASS MA-2 1280W AMPLIFIER CABINET	Each	37748.50
90240A-807	HS ENCOMPASS MA-2 1920W AMPLIFIER CABINET	Each	43503.00
90240A-808	HS ENCOMPASS MA-2 3200W AMPLIFIER CABINET	Each	48288.50
90243A-801-01-L	LINE WAVE 2 UL SPEAKER - BLACK	Each	534.33
90243A-801-05-L	LINE WAVE 2 UL SPEAKER - RED	Each	537.77
90243A-801-06-L	LINE WAVE 2 UL SPEAKER - WHITE	Each	534.33

90243A-801-07-L	LINE WAVE 2 UL SPEAKER - SILVER GREY	Each	537.77
90243A-802-01-L	LINE WAVE 4 UL SPEAKER - BLACK	Each	699.01
90243A-802-05-L	LINE WAVE 4 UL SPEAKER - RED	Each	699.01
90243A-802-06-L	LINE WAVE 4 UL SPEAKER - WHITE	Each	699.01
90243A-802-07-L	LINE WAVE 4 UL SPEAKER - SILVER GREY	Each	755.82
90243A-803-01-L	LINE WAVE 8 UL SPEAKER - BLACK	Each	1134.52
90243A-803-05-L	LINE WAVE 8 UL SPEAKER - RED	Each	1134.51
90243A-803-06-L	LINE WAVE 8 UL SPEAKER - WHITE	Each	1134.51
90243A-803-07-L	LINE WAVE 8 UL SPEAKER - SILVER GREY	Each	1141.83
90243A-804-01-L	LINE WAVE 16 UL SPEAKER - BLACK	Each	1742.02
90243A-804-05-L	LINE WAVE 16 UL SPEAKER - RED	Each	1742.02
90243A-804-06-L	LINE WAVE 16 UL SPEAKER - WHITE	Each	1742.02
90243A-804-07-L	LINE WAVE 16 UL SPEAKER - SILVER GREY	Each	1742.04
90269A-801-01		Each	2801.15
90269A-801-05		Each	2801.15
90269A-801-06		Each	2801.15
90269A-801-07		Each	2801.15
90269A-802-01		Each	3601.48
90269A-802-05		Each	3601.48
90269A-802-06		Each	3601.48
90269A-802-07		Each	3601.48
90271A-801-01		Each	3761.55
90271A-801-04		Each	3761.55
90271A-801-05		Each	3761.55
90271A-801-06		Each	3761.55
90309A-801-01		Each	21372.01
90309A-801-04		Each	21372.01
90309A-801-05		Each	21372.01
90309A-801-06		Each	21372.01
92010A-801	Tripod - Heavy Duty	Each	1910.40
92028A-1-02	MA-1 Tan Protective Speaker Cover	Each	500.68



92028A-1-04	MA-1 Gray Protective Speaker Cover	Each	500.68
92028A-2-02	MA-2 Tan Protective Speaker Cover	Each	574.77
92028A-2-04	MA-2 Gray Protective Speaker Cover	Each	574.77
90250A-801	Encompass LT 300W Electronics Control Cabinet	Each	4339.51
90250A-802	Encompass LT 600W Electronics Control Cabinet	Each	6258.13
90272A-801	Encompass LT 300W ECC, IP Based	Each	4932.39
90272A-802	Encompass LT 600W ECC, IP Based	Each	6842.76
90080A-801-02-L	UL 1480A, CID2, Tan, (5 of 5 Active Panels) MA-2 Series 3200 Watt	Each	69761.65
90080A-801-04-L	UL 1480A, CID2, Gray, (5 of 5 Active Panels) MA-2 Series 3200 Watt	Each	69761.65
90080A-802-02-L	UL 1480A, CID2, Tan, (3 of 5 Active Panels) MA-2 Series 1920 Watt	Each	41435.38
90080A-802-04-L	UL 1480A, CID2, Gray, (3 of 5 Active Panels) MA-2 Series 1920 Watt	Each	41435.38
90080A-803-02-L	UL 1480A, CID2, Tan, (2 of 5 Active Panels) MA-2 Series 1280 Watt	Each	32970.46
90080A-803-04-L	UL 1480A, CID2, Gray, (2 of 5 Active Panels) MA-2 Series 1280 Watt	Each	32970.46
90080A-804-02-L	UL 1480A, CID2, Tan, (1 of 5 Active Panels) MA-2 Series 640 Watt speaker	Each	23533.87
90080A-804-04-L	UL 1480A, CID2, Gray, (1 of 5 Active Panels) MA-2 Series 640 Watt	Each	23533.87
90105A-801-02-L	UL 1480A, CID2, Tan (5 of 5 Active Panels), MA-1 Series 1600 Watt	Each	39903.80
90105A-801-04-L	UL 1480A, CID2, Gray (5 of 5 Active Panels), MA-1 Series 1600 Watt	Each	39903.80
90105A-802-02-L	UL 1480A, CID2, Tan (3 of 5 Active Panels), MA-1 Series 960 Watt speaker	Each	24357.30
90105A-802-04-L	UL 1480A, CID2, Gray (3 of 5 Active Panels), MA-1 Series 960 Watt	Each	24357.30
90105A-803-02-L	UL 1480A, CID2, Tan (2 of 5 Active Panels), MA-1 Series 640 Watt speaker	Each	20305.97
90105A-803-04-L	UL 1480A, CID2, Gray (2 of 5 Active Panels), MA-1 Series 640 Watt	Each	20305.97
90105A-804-02-L	UL 1480A, CID2, Tan (1 of 5 Active Panels), MA-1 Series 320 Watt speaker	Each	15842.94
90105A-804-04-L	UL 1480A, CID2, Gray (1 of 5 Active Panels), MA-1 Series 320 Watt	Each	15842.94
90185A-801-04-A	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29
90185A-801-04-F	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29
90185A-801-04-N	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29
90185A-801-05-A	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29
90185A-801-05-F	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29
90185A-801-05-N	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29
90185A-801-06-A	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29
90185A-801-06-F	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29

90185A-801-06-N	Medium Power UL Rated Omni-directional loudspeaker assembly with	Each	8020.29
90136A-801	TCPA Directional; Medium Power 200 Watt Indoor/Outdoor directional	Each	9667.18
90136A-TCPA-4	Qty 4 TCPA Directional speaker 4-horn array with 4-up mounting bracket,	Each	43691.60
90215A-801-01-L	UL 1480 listed and CID2 certified TCPA-10 Distributed Audio speaker. Five	Each	1778.63
90215A-801-04-L	UL 1480 listed and CID2 certified TCPA-10 Distributed Audio speaker. Five	Each	1778.63
90215A-801-05-L	UL 1480 listed and CID2 certified TCPA-10 Distributed Audio speaker. Five	Each	1778.63
90215A-801-06-L	UL 1480 listed and CID2 certified TCPA-10 Distributed Audio speaker. Five	Each	1778.63
90219A-801-01-L	UL 1480 listed and CID2 certified TCPA-10 8 Ohm speaker. Compatible	Each	1632.24
90219A-801-04-L	UL 1480 listed and CID2 certified TCPA-10 8 Ohm speaker. Compatible	Each	1632.24
90219A-801-05-L	UL 1480 listed and CID2 certified TCPA-10 8 Ohm speaker. Compatible	Each	1632.24
90219A-801-06-L	UL 1480 listed and CID2 certified TCPA-10 8 Ohm speaker. Compatible	Each	1632.24
90219A-802-01-L	UL 1480 listed and CID2 certified TCPA-10 4 Ohm speaker. Compatible	Each	2305.63
90219A-802-04-L	UL 1480 listed and CID2 certified TCPA-10 4 Ohm speaker. Compatible	Each	2042.13
90219A-802-05-L	UL 1480 listed and CID2 certified TCPA-10 4 Ohm speaker. Compatible	Each	2042.13
90219A-802-06-L	UL 1480 listed and CID2 certified TCPA-10 4 Ohm speaker. Compatible	Each	2042.13
FPA-1000-LC	COMPACT FIRE PANEL UL LESS ENC	Each	1052.30
FPA-1000-V2	FIRE PANEL 2 SLC AND NETWORKING	Each	1315.80
FAD-325-V2F-DH	ANALOG DUCT SMOKE HEAD	Each	111.35
FAA-325-B4	FAA-325-B4 4" ANALOG SENSOR BASE	Each	10.98
FAA-325-B6	FAA-325-B6 6" ANALOG SENSOR BASE	Each	10.98
FAA-325-B6S	FAA-325-B6S 6" ANALOG SOUNDER BASE	Each	72.51
FLM-325-CZM4	FLM-325-CZM4 CONVENTIONAL ZONE MODULE	Each	105.40
FLM-325-IM	ANALOG MINI CONTACT MODULE	Each	85.85
FLM-325-2I4	FLM-325-2I4 DUAL INPUT MONITOR MODULE	Each	114.75
FLM-325-NA4	FLM-325-NA4 SUPERV. OUT. MODULE (CL.A/B)	Each	120.70
FLM-325-NAI4	FLM-325-NAI4 SUPERV. OUT. MOD CL.A/B W/I	Each	124.95
FLM-325-ISO	FLM-325-I SHORT CIRCUIT ISOLATOR	Each	71.32

FAA-325-2.5	FAA-325-2.5 SAMPLING TUBE 2.5 FT	Each	13.69
FAA-325-5	FAA-325-5 SAMPLING TUBE 5 FT	Each	17.09
FAA-325-10	FAA-325-10 SAMPLING TUBE 10 FT	Each	34.17
FAA-440-B4	ANALOG BASE 4 INCH	Each	10.98
FAA-440-B4-ISO	ANALOG ISOLATOR BASE 4 INCH	Each	75.14
FAA-440-B6	ANALOG BASE 6 INCH	Each	10.98
FAA-440-B6-ISO	ANALOG ISOLATOR BASE 6 INCH	Each	77.27
FAP-440-D	ANALOG DUAL-PHOTOELECTRIC DETECTOR	Each	107.95
FAP-440	ANALOG PHOTOELECTRIC DETECTOR	Each	70.13
FAP-440-T	ANALOG MULTISENSOR DETECTOR PHOTO/HEAT	Each	75.65
FAP-440-DT	ANALOG MULTI DUAL-PHOTO, HEAT	Each	113.05
FAP-440-TC	ANALOG MULTISENSOR PHOTO, HEAT, CO	Each	102.00
FAP-440-DTC	ANALOG MULTI DUAL-PHOTO, HEAT, CO	Each	139.40
FAH-440	ANALOG DETECTOR	Each	68.00
FLM-325-2R4-2A	DUAL RELAY MODULE 2 AMP	Each	105.40
FLM-325-2R4-2AI	DUAL RELAY MODULE 2 AMP WITH ISOLATOR	Each	125.80
FLM-325-2R4-8A	DUAL RELAY MODULE 8 AMP	Each	198.05
FLM-325-2R4-8AI	DUAL RELAY MODULE 8 AMP WITH ISOLATOR	Each	208.25
FLM-325-I4-A	CONTACT MONITOR 4" CLASS A	Each	87.55
FLM-325-I4-AI	CONTACT MONITOR 4" CLASS A WITH ISOLATOR	Each	91.80
FMM-325A	ANALOG MAN STA SGL ACT	Each	124.10
FMM-325A-D	ANALOG MAN STA DBL ACT	Each	136.00
FMR-1000-RCMD	REMOTE COMMAND CENTER FPA-1000-UL	Each	713.15
FMR-1000-RA	REMOTE ANNUNCIATOR FPA-1000-UL	Each	657.90
FPE-1000-SLC	SIGNALING LINE CIRCUIT PLUG-IN MODULE	Each	385.05
FPE-1000-CITY	CITY TIE PLUG-IN MODULE	Each	153.85
D5070	PROGRAMMER ANALOG PT NS	Each	337.45
FPE-1000-NE	NETWORK CARD 3-ETHERNET	Each	385.05
FPE-1000-NF	NETWORK CARD 1-ETHERNET 2-FIBER OPTIC	Each	493.00

FPE-1000-NW	NETWORK CARD 1-ETHERNET 2-WIRED	Each	493.00
D7030X	8 LED ANNUNCIATOR EXPAND	Each	78.03
D7030X-S2	ANNUNCIATOR-2-SUPERVISORY	Each	78.03
D7030X-S8	ANNUNCIATOR-8-SUPERVISORY	Each	78.03
D7032	8 LED EXP BOARD D7030X	Each	81.94
D7035	8 RELAY BOARD, D7024	Each	130.90
D7035B	MUX OCTAL RELAY FIRE BOX	Each	142.80
D7042	8-INPUT-MUX-REMOTE	Each	162.35
D7042B	MUX 8 INPUT REMOTE FIRE	Each	174.25
D7044	MUX SINGLE INPUT FIRE	Each	42.93
D7044M	MUX MINI CONTACT MODULE	Each	40.72
D7048	MUX OCTAL DRIVER FIRE	Each	162.35
D7050	MULTIPLEX P/E SMOKE HEAD	Each	68.94
D7050-B6	2 WIRE BASE FOR 7050	Each	6.55
D7050DH	MULTI P/E SMK HEAD (DUCT)	Each	69.45
D7050TH	MULTIPLEX P/E SMK W/HEAT	Each	75.74
D7052	MUX DUAL INPUT FIRE	Each	63.16
D7053	MUX I/O MODULE FIRE	Each	69.96
FLM-7024-ISO	MUX BUS ISOLATOR MODULE	Each	74.46
FMM-7045	MUX PULL STA SGL ACT	Each	79.05
FMM-7045-D	MUX PULL STA DUAL ACT	Each	90.10
FMR-7033	LCD KEYPAD FOR FPD-7024	Each	185.30
FMR-7036	LCD ANNUNC FPD-7024	Each	255.85
FPC-7034	4 ZONE EXPANDER, FPD-7024	Each	119.85
FPD-7024	4 ZONE 24V FIRE CONT/COMM	Each	626.45
FPD-7024-LC	4 ZONE 24V FACP LESS CAN	Each	463.25
FPE-7039	MULTIPLEX EXPANDER CARD, FPD-7024	Each	215.90
D138	MOD BRKT, RIGHT ANGL D9124	Each	17.43
D125B	12/24V DUAL INITIATING MOD	Each	55.93

D129	DUAL CLASS A FIRE LOOP	Each	103.70
D192G	BELL SUPERVSN MOD 12V/24V	Each	97.75
D304	REMOTE ANNUNCIATOR PLATE	Each	24.65
D928	DUAL PHONE LINE SWITCHER	Each	99.45
D8130	RELEASE MODULE	Each	97.75
D132B	REVERSING RELAY MULTI-USE	Each	51.77
D7030X	8 LED ANNUNCIATOR EXPAND	Each	78.03
D7030X-S2	ANNUNCIATOR-2-SUPERVISORY	Each	78.03
D7030X-S8	ANNUNCIATOR-8-SUPERVISORY	Each	78.03
D7032	8 LED EXP BOARD D7030X	Each	81.94
FPC-7034	4 ZONE EXPANDER, FPD-7024	Each	119.85
FPD-7024	4 ZONE 24V FIRE CONT/COMM	Each	626.45
FMM-100SATK	MAN SGL ACT TERM KEY RED	Each	36.38
FMR-7036	LCD ANNUNC FPD-7024	Each	255.85
FMR-7033	LCD KEYPAD FOR FPD-7024	Each	185.30
FPC-7024-FK1	BASIC FIRE PANEL KIT	Each	870.40
FPD-7024-LC	4 ZONE 24V FACP LESS CAN	Each	463.25
5602		Each	19.04
5603		Each	19.04
5604		Each	19.04
5601P	135 F FIXED TEMP/RATE OF RISE HEAT DET. SINGLE CIRCUIT	Each	19.04
D273	SMOKE DET PHOTOELEC 4WIRE	Each	52.02
D273TH	SMOKE DET PHOTO/HEAT 4W	Each	55.34
D273THE	4W SMK DTR W/HEAT & EOL RLY	Each	71.23
D273THR	4W SMK DTR HEAT & TRBL	Each	71.23
D278S	12V4W ZNX SMK SINGLE BASE	Each	39.44
D285DH	SMK P/E HEAD CONV (DUCT)	Each	56.53
D290	DETECTOR BASE 24V 4 WIRE	Each	33.92
D297	SMOKE-PROJECTED BEAM 12V	Each	846.60

D304	REMOTE ANNUNCIATOR PLATE	Each	24.65
D305	REMOTE TEST/INDICAT PLATE	Each	72.76
D340	DUCT SMK CONV.2W	Each	113.05
D340P	D285DH AND D340	Each	164.90
D341	DUCT SMK. 120V	Each	125.80
D341P	D285DH AND D341	Each	176.80
D342	DUCT SMK. 230V	Each	130.90
D342P	DUCT SMK. 230V Kit	Each	176.80
D344-1.5	DUCT SAMPLE TUBE 1.5 FEET	Each	9.04
D344-3	DUCT SAMPLE TUBE 3 FOOT	Each	11.29
D344-5	SAMPLE TUBE 5FT (DS290)	Each	11.29
D344-RL	REMOTE LED DISPLAY (DUCT)	Each	31.71
D344-RT	REMOTE TEST STATION DUCT	Each	75.65
D344-TF	DUCT TUBE FILTERS 20/PK	Each	45.14
D382	COMBUSTIBLE GAS DETECTOR	Each	216.75
DRA-5	REMOTE ANNUNCIATOR PLATE	Each	26.78
DRA-12/24	REMOTE ANNUNCIATOR PLATE	Each	20.32
EOL-2.2K	2.2K EOL 7400/9400/7024-8	Each	36.04
F220-135	RATE OF RISE HEAT DTR	Each	28.90
F220-135F	FIXED TEMP 135 HEAT DTR	Each	28.90
F220-B6	2 WIRE BASE	Each	9.27
F220-B6C	4 WIRE BASE W/AUX RELAY	Each	26.78
F220-B6E	4 WIRE BASE W/EOL RELAY	Each	26.78
F220-B6PS	POPIT F220 STANDARD BASE	Each	39.44
F220-P	PHOTO SPOT SMOKE	Each	53.13
F220-PTH	PHOTO SMOKE W/THERMISTOR	Each	60.01
FCP-500-CEK	4 WIRE; WHITE W/ CO & EOL KIT INCLUDES: FCP-500 INVISIBLE SMOKE	Each	543.15
FCP-500-CEPK	4 WIRE; TRANSPARENT W/ COLOR RINGS, CO, EOL KIT INCLUDES: FCP-	Each	578.85
FCP-500-CK	4 WIRE; WHITE W/ CO ELEMENT KIT INCLUDES: FCP-500-C INVISIBLE	Each	530.40
FCP-500-CPK	4 WIRE; TRANSPARENT W/ COLOR RINGS & CO KIT INCLUDES:FCP-500-C	Each	566.10
FCP-500-EK	4 WIRE; WHITE W/ EOL BASE KIT INCLUDES: FCP-500 INVISIBLE SMOKE	Each	456.45

FCP-500-EPK	4 WIRE; TRANSPARENT W/ COLOR RINGS; EOL KIT INCLUDES: FCP-500	Each	491.30
FCP-500-K	4 WIRE WHITE FCP KIT INCLUDES: FCP-500 INVISIBLE SMOKE DETECTOR;	Each	443.70
FCP-500-PK	4 WIRE; TRANSPARENT W/ COLOR RINGS KIT INCLUDES: FCP-500	Each	478.55
FAA-500-BB-UL	BACK BOX	Each	45.14
FAA-500-TR-W	TRIM RING; WHITE	Each	13.16
FAA-500-TR-P	TRIM RING; TRANSPARENT W/ COLOR RINGS	Each	26.35
FCP-500	SMOKE DETECTOR; FLUSH MOUNT; WHITE	Each	328.95
FCP-500-C	SMOKE DETECTOR; FLUSH MOUNT; CO; WHITE	Each	416.50
FCP-500-P	SMOKE DETECTOR; FLUSH MOUNT; TRANSPARENT	Each	351.05
FCP-500-C-P	SMOKE DETECTOR; FLUSH MOUNT; CO; TRANSPARENT	Each	438.60
FAA-500-TTL	SMOKE TEST TOOL W/ MAGNET	Each	260.95
FCA-500	4 WIRE BASE	Each	56.95
FCA-500-E	4 WIRE BASE W/ EOL	Each	70.13
FCC-380	CONVENTIONAL CO-DETECTOR (3M)	Each	206.55
FMM-100BB-R	INDOOR BACK BOX RED	Each	24.65
FMM-100BB-Y	INDOOR BACK BOX YELLOW	Each	35.28
FMM-100DAT2CK-B	MAN DBL ACT TERM KEY BLU	Each	79.90
FMM-100DATK	MAN DBL ACT TERM KEY RED	Each	46.50
FMM-100DBB-R	INDOOR DEEP BACK BOX RED	Each	24.74
FMM-100SAT2CK-B	MAN SGL ACT TERM KEY BLU	Each	61.12
FMM-100SAT2CK-Y	MAN SGL ACT TERM KEY YEL	Each	85.00
FMM-100SAT2CKEX	MAN SGL ACT TERM KEYEXP-R	Each	565.25
FMM-100SATK-NYC	MAN SGL ACT TERM KEY NYC	Each	41.14
FMM-100WPBB-R	MAN STA WETHRPRF BACK RED	Each	70.55
FIRERAY5000-UL	FIRERAY 5000 REFL. LIN BEAM DETECTOR UL	Each	1226.55
FRAY5000-LR-KIT	FIRERAY5000 LONG RANGE EXTENSION KIT	Each	280.50
FRAY5000-BR	UNIVERSAL BRACKET ACCESSORY FOR FRAY5000	Each	272.85
FRAY5000-4PRISM	PRISM PLATE FOR 4 PRISM	Each	190.40
FRAY5000-1PRISM	PRISM PLATE FOR 1 PRISM	Each	192.10
FRAY5000-CTRBOX	CONTROLLER BACK BOX FOR FRAY5000	Each	153.00
FRAY5000-DETBX	FRAY5000 DETECTOR BACK BOX	Each	76.25

FRAY5000-CMOUNT	FRAY5000 CEILING MOUNT	Each	599.25
FRAY5000-HEAD-UL	ADDITIONAL HEAD FOR FRAY5000-UL	Each	808.35
PAM-4	RELAY,SPDT,9-40VDC,7A,CONTS	Each	23.89
FCS-8000-VFD-B	SUPPLEMENTARY - VIDEO-BASED FIRE DETECTION	Each	5941.50
EVX-BA100		Each	249.90
EVX-T2885	EVAX XFMR FOR 25W AMP	Each	212.50
EVX-T17528	EVAX XFMR 50-100W AMP	Each	235.45
EVX-SC	EVAX REMOTE MIC SUPV MOD	Each	199.75
EVX-RM	EVAX REMOTE MICROPHONE	Each	623.90
EVX-DR-2R	EVAX LG CABT DOOR RED	Each	147.05
EVX-DR-2	EVAX LG CABT DOOR GREY	Each	147.05
EVX-DFP-2	EVAX LG DEADFRONT GREY	Each	212.50
EVX-DFP-1	EVAX STD DEADFRONT GREY	Each	147.05
EVX-BB-2	EVAX LG BKBX NO DOOR GRY	Each	305.15
EVX-CAB-2	EVAX LG EMPTY CAB GREY	Each	411.40
EVX-CAB-1R	EVAX STD EMPTY CAB RED	Each	351.90
EVX-CAB-1	EVAX STD EMPTY CAB GREY	Each	351.90
EVX-BB-2R	EVAX LG BKBX NO DOOR RED	Each	305.15
EVX-25	AMP DMR MIC 25W L/CAB	Each	2373.20
EVX-25E	AMP 25W L/CAB CHARCOAL GREY	Each	1621.80
EVX-CAB-2R	EVAX LG EMPTY CAB RED	Each	411.40
EVX-50	AMP DMR MIC 50W L/CAB	Each	2997.95
EVX-50E	AMP 50W MIC CHARCOAL GREY	Each	2122.45
EVX-100	AMP DMR MIC 100W L/CAB	Each	3497.75
EVX-100E	AMP 100W L/CAB CHARCOAL GREY	Each	2374.05
EVX-100EM	AMP 100W L/CAB CHARCOAL GREY	Each	2498.15
EVAX50/4Z	EVAX DMR MIC 50W 4ZB GRY	Each	3747.65



EVAX50/8Z	EVAX DMR MIC 50W 8ZB GRY	Each	4371.55
EVAX50/12Z	EVAX DMR MIC 50W 12ZB GRY	Each	5246.20
EVAX50/16Z	EVAX DMR MIC 50W 12ZB GRY	Each	5870.10
EVAX50E	EVAX MIC 50W CHARCOAL GREY	Each	2122.45
EVAX50EM	EVAX 50W CHARCOAL GREY	Each	2248.25
EVAX50EMR	EVAX 50W RED	Each	2248.25
EVAX50ER	EVAX 50W RED	Each	2122.45
EVAX50R/12Z	EVAX DMR MIC 50W 12ZB RED	Each	5246.20
EVAX50R/16Z	EVAX DMR MIC 50W 12ZB RED	Each	5870.10
EVAX50R/4Z	EVAX DMR MIC 50W 4ZB RED	Each	3747.65
EVAX50R/8Z	EVAX DMR MIC 50W 8ZB RED	Each	4371.55
EVAX25	EVAX DMR MIC 25W CHARCOAL GRY	Each	2498.15
EVAX25/8Z	EVAX DMR MIC 25W 8ZB GRY	Each	3747.65
EVAX25/4Z	EVAX DMR MIC 25W 4ZB GRY	Each	3121.20
EVAX25E	EVAX 25W CHARCOAL GREY	Each	1849.60
EVAX25EM	EVAX 25W CHARCOAL GREY	Each	1999.20
EVAX25EMR	EVAX 25W RED	Each	1999.20
EVAX25ER	EVAX 25W RED	Each	1849.60
EVAX25R/4Z	EVAX DMR MIC 25W 4ZB RED	Each	3121.20
EVAX25R/8Z	EVAX DMR MIC 25W 8ZB RED	Each	3747.65
EVAX25R	EVAX DMR MIC 25W RED	Each	2498.15
EVAX200/8Z	EVAX DMR MIC 200W8ZB GRY	Each	7494.45
EVAX200/16Z	EVAX DMR MIC 200W16ZB GRY	Each	8743.95
EVAX200/12Z	EVAX DMR MIC 200W12ZB GRY	Each	8119.20
EVAX200	EVAX DMR MIC 200W GRY LARGE	Each	6245.80
EVAX200E	EVAX 200W CHARCOAL GREY LARGE	Each	5371.15
EVAX200EM	EVAX 200W CHARCOAL GREY LARGE	Each	5495.25
EVAX200EMR	EVAX 200W RED LARGE	Each	5495.25
EVAX200ER	EVAX 200W RED LARGE	Each	5371.15
EVAX200R/12Z	EVAX DMR MIC 200W12ZB RDL	Each	8119.20
EVAX200R/16Z	EVAX DMR MIC 200W16ZB RDL	Each	8743.95

EVAX200R/8Z	EVAX DMR MIC 200W8ZB REDL	Each	7494.45
EVAX200R	EVAX DMR MIC 200W RED LARGE	Each	6245.80
EVAX150/16Z	EVAX DMR MIC 150W 16Z GRY	Each	8245.00
EVAX150/8Z	EVAX DMR MIC 150W 8ZB GRY	Each	6994.65
EVAX150/12Z	EVAX DMR MIC 150W12ZB GRY	Each	7619.40
EVAX150E	EVAX 150W CHARCOAL GREY LARGE	Each	4869.65
EVAX150EM	EVAX 150W CHARCOAL GREY LARGE	Each	4997.15
EVAX150EMR	EVAX 150W RED LARGE	Each	4997.15
EVAX150ER	EVAX 150W RED LARGE	Each	4869.65
EVAX150R/12Z	EVAX DMR MIC 150W 12ZB RD	Each	7620.25
EVAX150R/16Z	EVAX DMRMIC 150W16ZB REDL	Each	8245.00
EVAX150R/8Z	EVAX DMR MIC 150W8ZB REDL	Each	6994.65
EVAX50	EVAX DMR MIC 50W GREY	Each	3122.90
EVAX50R	EVAX DMR MIC 50W RED	Each	3122.90
EVAX150R	EVAX DMR MIC 150W RED LARGE	Each	5746.85
EVAX100R	EVAX DMR MIC 100W RED	Each	3747.65
EVAX100R/8Z	EVAX DMR MIC 100W 8ZB RED	Each	4997.15
EVAX100R/16Z	EVAX DMR MIC 100W 16ZB RD	Each	6495.70
EVAX100R/12Z	EVAX DMR MIC 100W 12ZB RD	Each	5870.10
EVAX100ER	EVAX 100W RED	Each	2373.20
EVAX100EMR	EVAX 100W RED	Each	2748.05
EVAX100EM	EVAX 100W CHARCOAL GREY	Each	2748.05
EVAX100/12Z	EVAX DMR MIC 100W GREY	Each	5870.10
EVAX100	EVAX DMR MIC 100W GREY	Each	3747.65
EVAX100/8Z	EVAX DMR MIC 100W 8ZB GRY	Each	4997.15
EVAX100/4Z	EVAX DMR MIC 100W 4ZB GRY	Each	3954.20
EVAX100/16Z	EVAX DMR MIC CHAR GREY	Each	6494.85
EVAX100E	EVAX 100W CHARCOAL GREY	Each	2373.20
HMB-MP16	Master Panel	Each	4467.60
MB-SLC	Switch/LED Card	Each	501.50
MB-SSC	Switch Scan Card	Each	501.50

MB-MFA	Master Fire Phone Assembly	Each	827.05
MB-XI	Extended Input Interface	Each	241.40
MB-OI	Extended Output Interface Card	Each	241.40
HMB-DP	Distributed Panel, 4 Audio Cicuits	Each	2683.45
HMB-DP/P	Distributed Panel, 4 Fire Phone Circuits	Each	3515.60
HMB-DP-42	Distributed Panel, 16 Audio Circuits	Each	4893.45
MB-MBK	Mother Board Relays	Each	250.75
MB-AMI	Audio Module Interface	Each	370.60
MB-FPI	Fire Phone Interface	Each	492.15
MB-FPO2	Fire Phone Output Adapter	Each	78.37
MB-FO	Fiber Optic Interface Card	Each	649.40
MB-FJ	Telephone Jack	Each	43.86
MB-FH	Portable Handset	Each	168.30
MB-TC	Fire Phone Cabinet	Each	625.60
MB-FS	Fire Phone Station	Each	501.50
MB-WS	Warden Station	Each	564.40
MB-DCC	Data Communication controller	Each	987.70
MB-ASC	Audio System Control	Each	909.50
MB-MMC	Master Microphone Control	Each	250.75
MB-MBR	Mother Board Remote	Each	501.50
MB-PWR	Master Panel Power Supply	Each	391.00
AH-24WP-R	HRN SYNC WTHRPRF 24V RED	Each	39.78
AMT-12/24-R	MULTITONE 12/24V FL RED	Each	87.55
AMT-12/24-R-NYC	MULTITONES 12/24V FL RED	Each	87.55
ASWP-2475C-FR	HR/STR 75C OUTDR CEIL RED	Each	89.25
ASWP-2475W-FR	HRN/STRB 24V 75C OUTDR RD	Each	106.25
BB-R	BACKBOX INDOOR 4IN RED	Each	7.36
CBB-8	RND BACKBOX 8IN SPKRS	Each	21.25
DBB-R	DEEP BACKBOX 4IN SQUARE	Each	10.17
DSM-12/24-R	SYNC 2CL/B OR 1CL/A RED	Each	145.35

E70-24MCW-FR	SPK STR 24V VARC WALL RED	Each	108.80
E70-24MCW-FW	SPK STR 24V VARC WALL WHT	Each	108.80
E70-24MCWH-FR	SPKST2W 135-185CD 24V SQR	Each	112.20
E70-24MCWH-FW	SPKST2W 135-185CD 24V SQW	Each	132.60
E70A-24MCC-NW	SPKR/STRB 24V 15-95C AMBR	Each	138.55
E70-R	SPKR SQ WALL CEIL RED	Each	37.40
E70-W	SPKR SQ WALL CEILING WHITE	Each	42.76
E90-24MCC-FW	SPKSTRB 15-95CD 24VRND WH	Each	116.45
E90-24MCCH-FW	SPKSTRB 115-177CD 24VRNDW	Each	132.60
E90A-24MCC-NW	SPKR/STRB 24V 15-95C AMBR	Each	138.55
E90-W	SPKR RND WALL CEIL WHITE	Each	37.40
ET-1010-R	SPKR SURF VANDL RESIS RED	Each	68.94
ET-1010-W	SPKR SURF VANDL RESIS WHT	Each	65.62
ET-1080-R	SPKR FLSH VANDL RESIS RED	Each	59.25
ET70-24MCW-FR	SPK STR 8W VARC WALL RED	Each	127.50
ET70-24MCW-FW	SPK STR 8W VARC WALL WHT	Each	127.50
ET70-24MCWH-FW	SPKST8W 135-185CD 24V SQW	Each	154.70
ET70-R	SPEAKER SQUARE RED	Each	54.23
ET70-W	SPKR 8W SQ WHITE	Each	60.78
ET70WP-2475C-FR	SPK/STR OUTDR CEIL 75C RD	Each	158.10
ET70WP-2475C-FW	SPK/STR OUTDR CEIL 75C WT	Each	158.10
ET70WP-2475W-FR	SPKR/STR 75C WP 1/8-8W-RD	Each	158.10
ET70WPA2475W-NW	SPKR/STRB 24V 75C AMBR	Each	162.35
ET80-24MCW-FR	SPKR/STRB FLSH VARC RED	Each	126.65
ET80-24MCW-FW	SPKR/STRB FLSH VARC WHT	Each	126.65
ET80-24MCWH-FR	SPKR/STRB SYNC 135/185C R	Each	138.55
ET80-24MCWH-FW	SPKR/STR SYNC 135/185C WT	Each	138.55
ET90-24MCC-FN	SPKSTR 8W 15-95C RND NKL	Each	162.35
ET90-24MCC-FR	SPKSTR 8W 15-95C RND RED	Each	143.65
ET90-24MCC-FW	SPKSTR 8W 15-95C RNDWHT	Each	143.65
ET90-24MCCH-FW	SPKSTR8W 115/177C RND WHT	Each	154.70

ET90-24MCC-NW	SPKSTR 8W 15095C NLTR WHT	Each	143.65
ET90-R	SPKR 8W RND RED	Each	62.39
ET90-W	SPKR 8W ROUND WHITE	Each	52.53
HS-24-R	HORN 24V RED	Each	46.24
HS-24-W	HORN 24V WHITE	Each	46.24
HS4-24MCW-FR	HRNSTR 15-110CD 24V4W SQR	Each	112.20
HS4-24MCWH-FR	HRNSTR135-185CD 24V4W SQR	Each	124.95
HS4-24MCWH-FW	HRNSTR135-185CD 24V4W SQW	Each	124.95
IOB-R	BACKBOX SURF IN-OUTDR RD	Each	23.12
ISP2-W	INDOOR SURFACE EXTDNR WHT	Each	7.69
MB-G10-12-R	DISCONTINUED	Each	107.10
MB-G10-24-R	MOTOR BELL, 24 VDC, 10 INCH, RED, ADA, USE W/ WBB-R FOR	Each	107.10
MB-G6-12-R	DISCONTINUED	Each	78.54
MB-G6-24-R	MOTOR BELL, 24 VDC, 6 INCH, RED, ADA, USE W/ WBB-R FOR OUTDOOR.	Each	78.54
MIZ-24S-R	HR MINI SGL GANG WALL RED	Each	16.52
MIZ-24S-W	HR MINI SGL GANG WALL WHT	Each	16.52
MP-D203	MOUNTING PLATE ACCESSORY	Each	7.06
MT-12/24-R	HRN MULTI 12/24V FLSH RED	Each	38.51
MT-121575W-FR	MLTONESTR12V 1575C WL RED	Each	109.65
MT-121575W-NW	MTONE STR12V 1575C WL WHT	Each	109.65
MT-24MCW-FR	STRB 24V VARC WALL RED	Each	92.65
MT-24MCW-FW	STRB 24V VARC WALL WHT	Each	92.65
MTWP-2475C-FR	STR OUTDR MULTI 75C RED	Each	139.40
MTWP-2475W-FR	WTHRPRF MULTI STR 24V 75C	Each	139.40
MTWPA-2475W-NW	MULTI STRB 24V 75C AMBR	Each	125.80
MTWPB-2475W-NW	MULTI STRB 24V 75C BLUE	Each	125.80
RSSP-121575W-FR	STR PLATE 12V 1575C RED	Each	92.65
RSSPA-24MCC-NW	STRB 24V 15-95C AMBER	Each	98.60
RSSWP-2475C-FR	STRB 75C OUTDR CEIL RED	Each	165.75
RSSWP-2475C-FW	STRB 75C OUTDR CEIL WHT	Each	165.75
RSSWP-2475W-FR	STR24V WPRF 75C RED	Each	85.85

RSSWPA-2475W-NW	STRB WTHRPf 24V 75C AMBER	Each	90.95
S8-24MCC-FW	SPK RND SUPV 15-95C WHT	Each	120.70
S8-24MCCH-FW	SP 24/70V 8RND 115/177C W	Each	158.10
S8-70/25	SPK 24/70V 8RND WHT	Each	85.85
SBB-R	BACKBOX SURFACE MOUNT RED	Each	17.51
SBB-W	SURFACE BACKBOX WHT	Each	19.89
SHBB-R	SURF BB RED W/DAS/DS/DRS	Each	11.53
SHMP-R	ADPT PLATE STH-RSSP	Each	13.56
SSB-4	4IN SPK/STR TILE BRACKET	Each	18.96
SSB-8	8 IN SPEAKER SUPPORT BRIDGE	Each	16.12
STH-15SR	15 WATT SPKR HORN RED	Each	182.75
STH-4R	CLUST SPKR 4HRN/NO STR	Each	1479.85
WBB-R	BACKBOX RED WEATHERPROOF	Each	15.27
W-HNR	HORN, RED, 2W, WALL, 12/24V	Each	44.37
W-HNW	HORN, WHITE, 2W, WALL, 12/24V	Each	44.37
W-HSR	HORN STROBE, RED, 2W, WALL, 12/24V, M-CD	Each	94.35
W-HSRC	HORN STROBE, RED, 2W, CEILING, 12/24V, M-CD	Each	96.05
W-HSW	HORN STROBE, WHT, 2W, WALL, 12/24V, M-CD	Each	94.35
W-HSWC	HORN STROBE, WHT, 2W, CEILING, 12/24V, M-CD	Each	96.05
WPBB-R	BACKBOX RED WP WITH DASWP	Each	29.50
WPSBB-R	BACKBOX RED WP WITH DRS	Each	16.39
W-STR	STROBE, RED, 2W, WALL, 12/24V, M-CD	Each	75.06
W-STRC	STROBE, RED, 2W, CEILING, 12/24V, M-CD	Each	75.06
W-STW	STROBE, WHT, 2W, WALL, 12/24V, M-CD	Each	75.06
W-STWC	STROBE, WHT, 2W, CEILING, 12/24V, M-CD	Each	75.06
G-SSPK24WLPR	SEL CANDELA, SPKER/STR, 1/8-4WWALL RED	Each	109.65
G-SSPK24WLPW	SEL CANDELA, SPKER/STR, 1/8-4W, WALL WH	Each	109.65
G-SSPK24-15/75WLPR	FIXED 15/75C, SPKER/STR, 1/8-4W, WALL RD	Each	109.65

G-SSPK24-15/75WLPW	FIXED 15/75C, SPKER/STR, 1/8-4W, WALL WH	Each	109.65
G-SSPK24CLPW	SEL CAND, SPKER/STR, 1/8-4W, CEILING WH	Each	114.75
G-SSPKCLPR	UNIVERSAL MOUNT SPEAKER, 1/8-4W, RED	Each	44.37
G-SSPKCLPW		Each	44.37
GX93-R	HRN 12/24V SYNC/AVS RED	Each	19.21
GX93-W	HRN 12/24V SYNC/AVS WHT	Each	19.21
GES3-12WR	STRB 12V 15-75C WALL RED	Each	54.23
GES3-24WR	STRB 24V 15-110C WALL RED	Each	54.23
GES3-24WW	STRB 24V 15-110C WALL WHT	Each	54.23
GEC3-12WR	HN/ST 12V 15-75C WALL RED	Each	72.42
GEC3-24WR	HN/ST 24V 15-110C WALL RD	Each	72.42
GEC3-24WW	HN/ST 24V 15-110C WALL WH	Each	72.42
GCS24-CW	STRB 24V 15-110CD CEIL W	Each	56.53
GCC24-CR	HN/SB 24V 15-115C CEIL RD	Each	72.42
GCC24-CW	HN/SB 24V 15-110CD CEIL W	Each	72.42
GEH12WR	HRN 12V WALL/CEILING RED	Each	33.49
GB6-24	ALARM BELL 24V 6IN RED	Each	44.12
GB10-24	ALARM BELL 24V 10IN RED	Each	60.01
AVSM-W	SYNC CNTRL MOD 12-16V WHT	Each	68.94
AVSM-R	SYNC CNTRL MOD 8V RED	Each	67.83
GEH12WW	HRN 12V WALL/CEIL WHITE	Each	33.49
GES24-15/75WR	STR24V15/75C RED IN	Each	54.74
GEH24-W	HRN 24V WHT IN	Each	30.01
GEC24-15/75WR	HRN/STR24V15/75C RED IN	Each	68.94
GEH24-R	HRN 24V RED IN	Each	30.01
GCS24-CR	STRB 24V 15-110CD CEIL R	Each	40.04
GECB24-PWB	INDOOR BLUE SOUNDER/STROB	Each	84.15
GSB	GNTX COMMANDER SRF BX RED	Each	15.82
WGEC24-75WR	HRN/STRB 75C W/GOE RED	Each	105.40
WGEC24-75WRLP	HRN/STRB 75C W/GOELP RED	Each	105.40

WGEC24-75WW	HRN/STRB 75C W/GOE WHT	Each	105.40
WGEC24-75WWLP	HRN/STRB 75C W/GOELP WHT	Each	105.40
WGECB24-75PWB	HRN/STRB OUTDR BLUE W/GOE	Each	114.75
WGES24-75WR	STRB WTHRPR 75C W/GOE RED	Each	88.40
WGES24-75WRLP	STRB WTHR 75C W/GOELP RED	Each	88.40
WGES24-75WW	STRB WTHRPR 75C W/GOE WHT	Each	88.40
WGES24-75WWLP	STRB WTHR 75C W/GOELP WHT	Each	88.40
SS-BZRC-PG	Bezel ceiling horn/strobe red, pt	Each	97.75
SS-BZRC-SP	Bezel ceiling horn/strobe red, es	Each	97.75
SS-BZR-PG	Wall Speaker Surface Back Box, RD	Each	66.22
SS-BZR-SP	Bezel wall horn/strobe red, es	Each	66.22
SS-BZWC-PG	Bezel ceiling horn/strobe white, pt	Each	97.75
SS-BZWC-SP	Bezel ceiling horn/strobe white, es	Each	97.75
SS-BZW-PG	Wall Speaker Surface Back Box, WH	Each	66.13
SS-BZW-SP	Bezel wall horn/strobe white, es	Each	66.22
SS-HR-LF	Wall strobe, 2-wire, red	Each	101.15
SS-MDL3R	Ceiling strobe, 2-wire, white	Each	97.75
SS-P2RK	2 WIRE HORN/STROBE STD CD RED OUTDOOR	Each	113.90
SS-P2RL	Wall horn/strobe, 2-wire, red	Each	101.15
SS-P2WL	Wall horn/strobe, 2-wire, white	Each	101.15
SS-PC2RL	Ceiling horn/strobe, 2-wire, red	Each	104.55
SS-PC2WL	Ceiling horn/strobe, 2-wire, white	Each	104.55
SS-SBBSPL	Wall Speaker Surface Back Box, RD	Each	33.75
SS-SBBSPLW	Wall Speaker Surface Back Box, WH	Each	33.75
SS-SCRL	Ceiling strobe, 2-wire, red	Each	92.65
SS-SCWL	Ceiling strobe, 2-wire, white	Each	92.65
SS-SRK	STROBE STD CD RED OUTDOOR	Each	84.15
SS-SRL	Wall strobe, 2-wire, red	Each	79.39
SS-SWL	Wall strobe, 2-wire, white	Each	79.39
SSWBB	SYS SENSOR WP BACKBOX	Each	22.44



AL1002WAL	NAC POWER EXTENDER	Each	705.50
AL300UL-PD4R	UL FIRE PWR SUPPLY ALTRON	Each	422.45
AL300ULXR	2.5A 12/24V PWRSUP W/CORD	Each	322.15
AL400UL-PD4R	4AMP FIRE PWR SUPPLY	Each	447.10
AL600ULB	AL802 POWER SUPPLY	Each	391.85
AL800LGK9E		Each	504.90
AL802-WAL	WALMART NAC POWER SUPPLY	Each	655.35
BATB-40	BATTERY BOX 40 AH	Each	435.20
BATB-80	BATTERY BOX 80AH	Each	479.40
BATB-SHELF	BATTERY BOX SHELF	Each	46.92
D113	BATTERY LEAD SUPR MODULE	Each	97.75
D1218	BATTERY, 12V, 18 AH	Each	97.75
D122	DUAL BATTERY HARNESS	Each	12.32
D122L	DUAL BTRY HARNESS LNG LDS	Each	16.65
D8004	TRANSFORMER KIT UL APPROV	Each	63.84
D8132	BATTERY CHARGER MODULE	Each	130.90
D8132LT	BATT CHARGER MOD,L/XFMR	Each	112.20
FPM-1000-ENC	ENCLOSURE WITH DEAD FRONT DOOR	Each	198.05
FPM-1000-SFMK		Each	54.83
FPP-RNAC-8A-4C	RNAC 8 AMPS 4 CIRCUITS	Each	585.65
P105F	1K 1/2W EOL RES 8/PKG	Each	7.52
P106F	33K 1/2W EOL RES 8/PKG	Each	7.52
PAM-4	RELAY,SPDT,9-40VDC,7A,CONTS	Each	23.89
D5070	PROGRAMMER ANALOG PT NS	Each	337.45
D9068	FIRE DIALER	Each	215.90
DCT-HWD	HDWR KIT SIEMENS DCT-1/1E	Each	27.03
FMR-DACT-KEYPAD	LCD KEYPAD FOR OEM DACT	Each	200.60
B444-A	Plug-In Cellular Module, AT&T LTE	Each	334.05
B444-V	Plug-In Cellular Module, VZW LTE	Each	334.05

B426	CONETIX IP ETHERNET INTERFACE	Each	282.20
B450	PLUG-IN COMMUNICATION MODULE ADAPTER FOR B SERIES, G SERIES	Each	120.70
AE2	SMALL RED UNIVERSAL ENCL	Each	67.49
AE203R	ENCLOSURE ACCESSORY RED	Each	24.40
D101F	LOCK & KEY SET, FIRE	Each	4.93
D101X	LOCK & KEY SET, D2803 ENCLOSURES	Each	4.39
D102F	KEY FOR D101F LOCK, FIRE	Each	1.18
D464	BACKBOX MAN STATION DEEP	Each	24.31
D8109	ENCL FIRE, RED (UL APPR)	Each	91.80
D8109-1358	ENCL FIRE, RED, 1358, UL	Each	83.90
D8109G	ENCLOSURE FIRE, GREY	Each	80.67
FMM-100BB-B	INDOOR BACK BOX BLUE	Each	35.28
FMM-100GR	GLASS RODS 12 PACKAGE	Each	18.19
FMM-100WPBB-R	MAN STA WETHRPRF BACK RED	Each	70.55
KEY-625	KEY (PK625)	Each	9.04
KEY-A126	SPARE KEY FOR LOCK 24136	Each	11.29
KEY-ANN	SPARE KEY FOR LOCK 47028	Each	11.29
FME-SOLOGAS-A10	SMOKE TESTING AEROSOL	Each	448.80
D308	FIELD TEST KIT-D296/D297	Each	355.30
SOLO100	TELESCOPIC POLE 1-3,38M	Each	1131.35
SOLO101	EXTENSION POLE 1M	Each	298.35
SOLO330	TEST DEVICE FOR OPTICAL SMOKE DETECTORS	Each	580.55
SOLO461	CORDLESS HEAT DETECTOR TEST KIT	Each	2170.05
SOLO610	TRANSPORT BAG	Each	449.65
SOLO200	UNIVERSAL DETECTOR REMOVAL TOOL	Each	841.50
SMOKE400	FOR USE WITH TRUTEST	Each	700.40
SOLO332	SMOKE DETECTOR TESTER LARGE	Each	788.80
SOLO851	COMPLETE SOLO KIT	Each	5213.05
TRUTEST801	SMK DET SENSITIVITY TESTER	Each	12391.30

FAA-500-TTL	SMOKE TEST TOOL W/ MAGNET	Each	260.95
D465	GLASS BREAK TUBES 10/PKG	Each	16.72
DT-2	DETECTOR TESTER/REMOVER	Each	52.02
D132A	SMOKE DET. REV. MODULE	Each	50.24
B8512G-BP	FIRE KIT (B8512G, D8109, D1640, D122, D161(2), B430 (2), D101F)	Each	669.80
B9512G-BP	FIRE KIT (B9512G, D8109, D1640, D122, D161(2), B430 (2), D101F)	Each	912.90
D1255RB	FULL FUNCTION FIRE KEYPAD WITH VACUUM FLORESCENT DISPLAY	Each	206.55
D1256RB	FIRE ANNUNCIATOR/KEYPAD WITH VACUUM FLORESCENT DISPLAY	Each	206.55
D1257RB	TWO BUTTON FIRE ANNUNCIATOR WITH VACUUM FLORESCENT DISPLAY	Each	206.55
004340		per 1,000	195.08
0023230		per 1,000	218.03
0043430		per 1,000	195.08
43460	22-04 OAS STR CMP Grn Jkt	per 1,000	195.08
416310WBT	22-04 OAS STR CMR Blk + WBT	per 1,000	214.20
416400WBT	22-06 OAS STR CMR WBT Gry Jkt	per 1,000	288.15

441220	12-02 OAS STR CL3P Wht Jkt	per 1,000	652.80
444351-30	22-06 OAS STR CMP Ylw Jkt	per 1,000	263.93
444381	22-04 UNS STR CMP Red Stp	per 1,000	168.30
445600	24-4P UNS SOL CMP C3 Wht Jkt	per 1,000	216.75
446100	4 Elem Comp Cable CMP Wht Jkt	per 1,000	1068.45
555610	24-4P UNS SOL CMP C5E Wht Jkt	per 1,000	251.18
555619	24-4P UNS SOL CMP C5E Blu Jkt	per 1,000	251.18
556600	23-4P UNS SOL CMP C6 Wht Jkt	per 1,000	350.63
4461111WBT	4 Elem Comp Cable CMR Blk Jkt	per 1,000	1013.63
665610-110DB	24-4P UNS SOL PE C5E Blk DB	per 1,000	261.38

712110VNQ	14-02 OAS STR DB TC Quad	per 1,000	599.25
713110VNQ	16-02 OAS STR DB TC Quad	per 1,000	456.45
714310VNQ	18-04 OAS STR DB TC Quad	per 1,000	544.43
761260	12-02 UNS SOL FPLP Red Jkt	per 1,000	516.38
761347	16-04 OAS SOL FPLP Gry Stp	per 1,000	465.38
761360	16-02 UNS SOL FPLP Red Jkt	per 1,000	239.70
761380	16-04 UNS SOL FPLP Red Jkt	per 1,000	430.95
767920	14-02 OAS SOL FPLP Red Jkt	per 1,000	381.23
767963	14-02 UNS SOL FPLP Ylw Stp	per 1,000	348.08
775600-110DB	23-4P UNS SOL C6 Blk DB	per 1,000	346.80

4461030	4 Elem Comp Cable CMP Ylw Jkt	per 1,000	1068.45
5556110	24-4P UNS SOL CMP C5E Red Jkt	per 1,000	251.18
5556130	24-4P UNS SOL CMP C5E Ylw Jkt	per 1,000	251.18
5556180	24-4P UNS SOL CMP C5E Gry Jkt	per 1,000	251.18
7613290	16-02 OAS SOL FPLP Wht Jkt	per 1,000	274.13
7613690	16-02 UNS SOL FPLP Wht Jkt	per 1,000	239.70
7679690	14-02 UNS SOL FPLP Wht Jkt	per 1,000	348.08
			City & KCDA Bid Price
AWA-CLD-1Y	Ava Aware License 1 year	Each	152.15
AWA-CLD-3Y	Ava Aware License 3 years	Each	424.15
AWA-CLD-5Y	Ava Aware License 5 years	Each	679.15
AWA-CLD-10Y	Ava Aware License 10 years	Each	1359.15

AWA-CLD-STR-1Y	Ava Cloud Storage License 1 year - 30 Day	Each	152.15
AWA-CLD-STR-3Y	Ava Cloud Storage License 3 years - 30 Day	Each	449.65
AWA-CLD-STR-5Y	Ava Cloud Storage License 5 years - 30 Day	Each	747.15
AWA-CLD-STR-10Y	Ava Cloud Storage License 10 years - 30 Day	Each	1495.15
AWA-CLD-STR-1Y	Ava Cloud Storage License 1 year - 30 Day	Each	305.15
AWA-CLD-STR-3Y	Ava Cloud Storage License 3 years - 30 Day	Each	900.15
AWA-CLD-STR-5Y	Ava Cloud Storage License 5 years - 30 Day	Each	1495.15
AWA-CLD-STR-10Y	Ava Cloud Storage License 10 years - 30 Day	Each	2982.65
AWA-CLD-BYO-1Y	Ava Cloud Storage Connect - 1 Year	Each	73.95
AWA-CLD-BYO-3Y	Ava Cloud Storage Connect - 2 Year	Each	228.65
AWA-CLD-BYO-5Y	Ava Cloud Storage Connect - 3 Year	Each	373.15
ACI-INT-1Y	Ava Access Control Integration License	Each	747.15
ACI-INT-3Y	Ava Access Control Integration License	Each	2243.15
ACI-INT-5Y	Ava Access Control Integration License	Each	3739.15
LIC-LPR-CHAN-1Y	Ava LPR license - 1 Year	Each	339.15
LIC-LPR-CHAN-3Y	Ava LPR license - 3 Year	Each	1010.65
LIC-LPR-CHAN-5Y	Ava LPR license - 5 Year	Each	1682.15
COMPACTDOME-W-5MP-30		Each	449.65
COMPACTDOME-B-5MP-30		Each	449.65
Dome-W-5MP-30	Ava Dome White - 5MP - 30 days	Each	849.15
Dome-B-5MP-30	Ava Dome Black - 5MP - 30 days	Each	849.15
Dome-W-4K-30	Ava Dome White - 4K - 30 days	Each	1104.15
Dome-B-4K-30	Ava Dome Black - 4K - 30 days	Each	1104.15
360-W-30	Ava 360 White - 9MP - 30 days	Each	1104.15
360-B-30	Ava 360 Black - 9MP - 30 days	Each	1104.15
BULLET-WI-W-5MP-30	Ava Bullet Wide White - 5MP - 30 days	Each	1053.15
BULLET-WI-B-5MP-30	Ava Bullet Wide Black - 5MP - 30 days	Each	1053.15
BULLET-WI-W-4K-30	Ava Bullet Wide White - 4K - 30 days	Each	1350.65

BULLET-WI-B-4K-30	Ava Bullet Wide Black - 4K - 30 days	Each	1350.65
BULLET-TE-W-5MP-30	Ava Bullet Tele White - 5MP - 30 days	Each	1121.15
BULLET-TE-B-5MP-30	Ava Bullet Tele Black - 5MP - 30 days	Each	1121.15
BULLET-TE-W-4K-30	Ava Bullet Tele White - 4K - 30 days	Each	1427.15
BULLET-TE-B-4K-30	Ava Bullet Tele Black - 4K - 30 days	Each	1427.15
QUAD-20MP-30	Ava Quad Black - 20MP - 30 days	Each	2396.15
COMPACTDOME-W-5MP-60		Each	679.15
COMPACTDOME-B-5MP-60		Each	679.15
Dome-W-5MP-60	Ava Dome White - 5MP - 60 days	Each	1189.15
Dome-B-5MP-60	Ava Dome Black - 5MP - 60 days	Each	1189.15
Dome-W-4K-60	Ava Dome White - 4K - 60 days	Each	1699.15
Dome-B-4K-60	Ava Dome Black - 4K - 60 days	Each	1699.15
360-W-60	Ava 360 White - 9MP - 60 days	Each	1699.15
360-B-60	Ava 360 Black - 9MP - 60 days	Each	1699.15
BULLET-WI-W-5MP-60	Ava Bullet Wide White - 5MP - 60 days	Each	1350.65
BULLET-WI-B-5MP-60	Ava Bullet Wide Black - 5MP - 60 days	Each	1350.65
BULLET-WI-W-4K-60	Ava Bullet Wide White - 4K - 60 days	Each	2022.15
BULLET-WI-B-4K-60	Ava Bullet Wide Black - 4K - 60 days	Each	2022.15
BULLET-TE-W-5MP-60	Ava Bullet Tele White - 5MP - 60 days	Each	1427.15
BULLET-TE-B-5MP-60	Ava Bullet Tele Black - 5MP - 60 days	Each	1427.15
BULLET-TE-W-4K-60	Ava Bullet Tele White - 4K - 60 days	Each	2098.65
BULLET-TE-B-4K-60	Ava Bullet Tele Black - 4K - 60 days	Each	2098.65
COMPACTDOME-W-5MP-120		Each	1121.15
COMPACTDOME-B-5MP-120		Each	1121.15



Dome-W-5MP-120	Ava Dome White - 5MP - 120 days	Each	1699.15
Dome-B-5MP-120	Ava Dome Black - 5MP - 120 days	Each	1699.15
BULLET-WI-W-5MP-120	Ava Bullet Wide White - 5MP - 120 days	Each	2396.15
BULLET-WI-B-5MP-120	Ava Bullet Wide Black - 5MP - 120 days	Each	2396.15
BULLET-TE-W-5MP-120	Ava Bullet Tele White - 5MP - 120 days	Each	2472.65
BULLET-TE-B-5MP-120	Ava Bullet Tele Black - 5MP - 120 days	Each	2472.65
COMPACTDOME-W	Ava Compact Dome White	Each	373.15
COMPACTDOME-B	Ava Compact Dome Black	Each	373.15
DOME-W-5MP	Ava Dome White - 5MP	Each	594.15
DOME-B-5MP	Ava Dome Black - 5MP	Each	594.15
DOME-W	Ava Dome White - 4K	Each	721.65
DOME-B	Ava Dome Black - 4K	Each	721.65
360-W	Ava 360 White	Each	721.65
360-B	Ava 360 Black	Each	721.65
BULLET-WI-W-5MP	Ava Bullet Wide White - 5MP	Each	823.65
BULLET-WI-B-5MP	Ava Bullet Wide Black - 5MP	Each	823.65
BULLET-WI-W	Ava Bullet Wide White - 4K	Each	1053.15
BULLET-WI-B	Ava Bullet Wide Black - 4K	Each	1053.15
BULLET-TE-W-5MP	Ava Bullet Tele White - 5MP	Each	900.15
BULLET-TE-B-5MP	Ava Bullet Tele Black - 5MP	Each	900.15
BULLET-TE-W	Ava Bullet Tele White - 4K	Each	1121.15
BULLET-TE-B	Ava Bullet Tele Black - 4K	Each	1121.15
QUAD	Ava Quad Black	Each	1945.65
ACC-PEN-CAP-W	Pendant mounting cap white	Each	37.40
ACC-PEN-CAP-B	Pendant mounting cap black	Each	37.40
ACC-MNT-ARM-W	Mounting arm white	Each	56.10
ACC-MNT-ARM-B	Mounting arm black	Each	56.10

ACC-POL-BRA-W	Pole bracket white	Each	56.10
ACC-POL-BRA-B	Pole bracket black	Each	56.10
ACC-CRN-BRA-W	Corner bracket white	Each	56.10
ACC-CRN-BRA-B	Corner bracket black	Each	56.10
ACC-CON-A34-W	Conduit adapter 3/4" White	Each	15.30
ACC-CON-A34-B	Conduit adapter 3/4" Black	Each	15.30
ACC-DRO-CEI	Drop Ceiling Mount	Each	11.05
ACCQ-CRN-MNT	Quad Corner bracket	Each	118.15
ACCQ-MNT-ADA	Quad Mounting adapter	Each	118.15
ACCQ-PEN-HEA	Quad Pendant head	Each	118.15
ACCQ-PEN-PIP	Quad Pendant pipe 40cm	Each	73.95
ACCQ-POL-MNT	Quad Pole bracket	Each	118.15
ACCQ-REC-KIT	Quad Recessed kit	Each	228.65
ACCQ-WAL-MNT	Quad Wall mount bracket	Each	73.95
APP-500-8-DG	Ava A500-8TB	Each	3655.00
APP-500-16-DG	Ava A500-16TB	Each	4420.00
APP-750-32-DG	Ava A750-32TB	Each	6545.00
APP-1000-24-DG	Ava A1000-24TB	Each	7820.00
APP-1000-48-BT	Ava A1000-48TB	Each	10200.00
APP-2000-80-BT	Ava A2000-80TB (Base-T)	Each	17595.00
APP-2000-160-BT	Ava A2000-160TB (Base-T)	Each	22610.00
APP-2000-80-SFP	Ava A2000-80TB (SFP+)	Each	18020.00
APP-2000-160-SFP	Ava A2000-160TB (SFP+)	Each	23120.00
APP-3000-80-BT	Ava A3000-80TB (Base-T)	Each	28135.00
APP-3000-160-BT	Ava A3000-160TB (Base-T)	Each	34935.00
APP-3000-80-SFP	Ava A3000-80TB (SFP+)	Each	28560.00
APP-3000-160-SFP	Ava A3000-160TB (SFP+)	Each	35360.00
APP-RCK-1000	A1000 Mounting Rack	Each	492.15
AACC-DRV-04TB	Replacement Drive 4TB	Each	169.15
AACC-DRV-08TB	Replacement Drive 8TB	Each	322.15
AACC-DRV-12TB	Replacement Drive 12TB	Each	475.15

AACC-DRV-16TB	Replacement Drive 16TB	Each	645.15
SPARE-AB-01	Cable Grommet, Dome/360	Each	9.35
SPARE-AB-04-W	Bracket White, Dome/360	Each	8.50
SPARE-AB-04-B	Bracket Black, Dome/360	Each	8.50
SPARE-AB-05-W	Cable inlet covers white, Dome/360	Each	5.95
SPARE-AB-05-B	Cable inlet covers black, Dome/360	Each	5.95
SPARE-AB-02-W	Top cover Dome, white	Each	101.15
SPARE-AB-02-B	Top cover Dome, black	Each	101.15
SPARE-AC-02-W	Top cover 360, white	Each	126.65
SPARE-AC-02-B	Top cover 360, black	Each	126.65
SPARE-AD-01-W	Top cover Compact Dome, white	Each	44.20
SPARE-AD-01-B	Top cover Compact Dome, black	Each	44.20
AVA-SVCS-APP-W5YR-5008DG		Each	548.25
AVA-SVCS-APP-W5YR-50016DG		Each	663.00
AVA-SVCS-APP-W5YR-75032DG		Each	981.75
AVA-SVCS-APP-W5YR-100024DG		Each	1173.00
AVA-SVCS-APP-W5YR-100048BT		Each	1530.00
AVA-SVCS-APP-W5YR-200080BT		Each	2639.25
AVA-SVCS-APP-W5YR-2000160BT		Each	3391.50
AVA-SVCS-APP-W5YR-200080SFP		Each	2703.00
AVA-SVCS-APP-W5YR-2000160SFP		Each	3468.00

AVA-SVCS-APP-W5YR-300080BT		Each	4220.25
AVA-SVCS-APP-W5YR-3000160BT		Each	5240.25
AVA-SVCS-APP-W5YR-300080SFP		Each	4284.00
AVA-SVCS-APP-W5YR-3000160SFP		Each	5304.00
LIC-SEN-CHAN-1Y	Ava Generic Sensor License (per channel) - 1 Year	Each	15.30
LIC-SEN-CHAN-3Y	Ava Generic Sensor License (per channel) - 3 Year	Each	45.05
LIC-SEN-CHAN-5Y	Ava Generic Sensor License (per channel) - 5 Year	Each	74.80
LIC-SEN-HALO-1Y	Ava Sensor License (Halo) - 1 Year	Each	152.15
LIC-SEN-HALO-3Y	Ava Sensor License (Halo) - 3 Year	Each	449.65
LIC-SEN-HALO-5Y	Ava Sensor License (Halo) - 5 Year	Each	747.15
DT-START-US-1Y	DT Starter Pack (US) - Sensor Connector & 5 Sensors 1 year	Each	1495.15
DT-START-US-3Y	DT Starter Pack (US) - Sensor Connector & 5 Sensors 3 years	Each	1877.65
DT-START-US-5Y	DT Starter Pack (US) - Sensor Connector & 5 Sensors 5 years	Each	2251.65
DT-SEN5-1Y	DT Sensor Pack (5) - 1 year	Each	747.15
DT-SEN5-3Y	DT Sensor Pack (5) - 3 years	Each	1121.15
DT-SEN5-5Y	DT Sensor Pack (5) - 5 years	Each	1495.15
DT-SC-US-1Y	DT Sensor Connector (US) - 1 year	Each	747.15
DT-SC-US-3Y	DT Sensor Connector (US) - 3 years	Each	976.65
DT-SC-US-5Y	DT Sensor Connector (US) - 5 years	Each	1121.15
AVA-DT-SEN-MOTION-1Y		Each	152.15
AVA-DT-SEN-MOTION-3Y		Each	305.15
AVA-DT-SEN-MOTION-5Y		Each	449.65
AVA-DT-SEN-CO2-1Y	Wireless CO2 Sensor - 1 Year	Each	449.65
AVA-DT-SEN-CO2-3Y	Wireless CO2 Sensor - 3 Year	Each	602.65

AVA-DT-SEN-CO2-5Y	Wireless CO2 Sensor - 5 Year	Each	747.15
DT-LIC-RENEW-1Y	Sensor License Renewal - 1 Year	Each	73.95
DT-LIC-RENEW-3Y	Sensor License Renewal - 3 Year	Each	228.65
DT-LIC-RENEW-5Y	Sensor License Renewal - 5 Year	Each	373.15
DT-EXT-RANGE	Range Extender	Each	28.90
DT-EXT-AMBRANGE	Ambiant Range Extender	Each	28.90
DT-EXT-PIPERANGE	Pipe Range Extender with thermal pad	Each	28.90
DT-EXT-SURFRANGE	Surface Range Extender	Each	28.90
DT-EXT-WATDETRANGE	Water Detector Range Extender - Dual Function	Each	28.90
DT-EXT-WATTEXRANGE	Water Detector Range Extender - Textile Add On	Each	28.90
FL-255FACP-LTVI		Each	1359.92
FL-32FACP-LTEVI		Each	874.57
FL-32FACP-LTEVS		Each	874.57
FL-32FACP-LTVSW		Each	874.57
iREMOTE-MOD/12		Each	257.11
NL-MOD-UL		Each	267.79
SLE-ANTEXT04		Each	209.83
SLE-ANTEXT100		Each	402.26
SLE-ANTEXT30		Each	244.82
SLE-ANTEXT50		Each	297.30
SLE-ANTEXT75		Each	349.78
SLE-ANTEXT-ISO		Each	17.41
SLE-ANT		Each	154.70
SLE-ANT-TGKIT		Each	21.71
SLE-BW-375RUL		Each	99.07
SLE-DLCBL		Each	6.73
SLE-DLEXT		Each	54.49

SLE-FNI-CFB		Each	348.99
SLE-FNI-CFB-PS		Each	396.59
SLE-FNI-FIRE		Each	285.52
SLE-LTEAI-CFB		Each	317.26
SLE-LTEAI-CFB-PS		Each	364.86
SLE-LTEAI-FIRE		Each	253.79
SLE-LTEV		Each	151.04
SLE-LTEV-8D		Each	169.70
SLE-LTEV-C		Each	222.06
SLE-LTEV-CB		Each	301.39
SLE-LTEV-CB-TF		Each	348.99
SLE-LTEV-CBTF-C		Each	396.59
SLE-LTEV-CDL		Each	174.46
SLE-LTEV-CFB		Each	301.39
SLE-LTEV-CFB-PS		Each	348.99
SLE-LTEV-FIRE		Each	237.92
SLE-LTEVI-CFB		Each	317.26
SLE-LTEVI-CFBPS		Each	364.86
SLE-LTEVI-FIRE		Each	253.79
SLE-LTEV-SS		Each	266.48
SLE-LTEV-SS-CF		Each	266.48
SLE-LTEV-Z		Each	253.79
SLE-MAXA		Each	151.04
SLE-MAXA-C		Each	181.25
SLE-MAXA-CB		Each	301.39
SLE-MAXA-CB-TF		Each	348.99
SLE-MAXA-CBTF-C		Each	396.59
SLE-MAXAI-CFB		Each	317.26
SLE-MAXAI-CFB-PS		Each	364.86
SLE-MAXAI-FIRE		Each	253.79
SLE-MAXA-Z		Each	253.79

SLE-MAXV		Each	151.04
SLE-MAXV-C		Each	181.25
SLE-MAXV-CB		Each	301.39
SLE-MAXV-CB-TF		Each	348.99
SLE-MAXV-CBTF-C		Each	396.59
SLE-MAXVI-CFB		Each	317.26
SLE-MAXVI-CFB-PS		Each	364.86
SLE-MAXVI-FIRE		Each	253.79
SLE-MAXV-Z		Each	253.79
SLE-SMTCHG		Each	37.44
SLE-ULPS-R		Each	69.42
SLE-WIFI-MODULE		Each	61.14
SLE-ZWAVE MOD		Each	61.14
IBR-ZREMOTE		Each	289.86
IBR-ZREMOTE-W		Each	289.86
IBR-TOUCH		Each	341.03
IBR-TOUCH-WL		Each	323.97
GEM-1DKITA		Each	632.22
GEM-2D		Each	80.94
GEM-ACM1D		Each	324.15
GEM-H1326		Each	189.03
GEM-H1326C/100		Each	421.44
GEM-H1326C/50		Each	221.19
GEM-PXCV		Each	26.89
GEM-TAMPERKIT		Each	18.78
801KSUPERSAVER		Each	175.51
801SUPERSAVERPK		Each	172.10
816PERFPAK		Each	188.55
816PREMPAK		Each	281.19
GEM-DK1CA		Each	196.28
GEM-EZM4/8		Each	64.27

GEM-EZM8		Each	114.40
GEM-K120PAK		Each	203.79
GEM-K1CA		Each	191.49
GEM-K1VPS		Each	237.42
GEM-K2AS		Each	115.63
GEM-K3DGTL		Each	92.42
GEM-K4		Each	113.30
GEM-K4RF		Each	189.76
GEM-OUT2		Each	19.50
GEM-OUT8		Each	82.17
GEM-P1632		Each	147.63
GEM-P1664		Each	155.06
GEMP1632INTROPK		Each	286.98
GEMP1664DK1PK		Each	289.39
GEM-SS311PAK		Each	511.59
GEMP1664VPSPK		Each	325.58
GEM-P3200		Each	229.14
GEM-P3200M		Each	252.38
GEM-P801		Each	152.82
GEM-P816		Each	121.79
GEM-P9600		Each	443.79
GEM-P9600		Each	443.80
GEM-RP1CAE2		Each	192.50
GEM-RP2ASE2		Each	115.67
GEM-RP3DGTL		Each	92.45
GEM-RP8		Each	82.48
GEM-RP8LCD		Each	144.11
GEM-TEMP64		Each	42.64
GEM-TOUCH		Each	191.59
GEM-X255		Each	595.07
H1214		Each	49.95



H1217		Each	79.78
H1518		Each	95.86
K1632INTROPK		Each	286.98
K816PREMPAK		Each	281.19
K816PERFPAK		Each	177.73
RB1000		Each	24.21
RB3008		Each	201.14
RM3008		Each	214.56
RP1054E		Each	136.79
RP3000LCDe		Each	331.34
GEMC-WL-CO		Each	146.59
GEM-CO-MOD		Each	28.91
FT2200		Each	19.13
FT279		Each	21.78
PS3000		Each	430.32
RBAT-H1		Each	10.68
RBAT-H2		Each	5.77
RPB-3-RED		Each	29.06
BDH		Each	28.63
DD491		Each	43.47
DD493BNK		Each	43.47
DD494		Each	43.47
DD495A		Each	43.47
DD496		Each	43.47
DD497		Each	43.47
DH-1		Each	11.88
TRF12		Each	14.50
TRF14		Each	31.97
GEM-RPB5		Each	5.69
GEM-TRANS2HSG25		Each	85.28
LOCK-8		Each	12.97

MX879		Each	7.19
PCBL		Each	35.55
PCI2000/3000		Each	222.39
PCI-MINI		Each	35.82
PCI-MINI-USB		Each	112.29
PCI-USB		Each	73.68
QUICK-MODEM		Each	300.94
RPB-3		Each	29.06
IQ-VISION		Each	29.84
LENS817		Each	8.89
LENS818		Each	8.89
LENS840		Each	8.89
PIR1510		Each	21.23
PIR1680		Each	41.14
PIR1680PT		Each	34.93
PIR1710		Each	28.68
SVL2		Each	11.56
SVLBKT		Each	19.40
ISV2-CAM		Each	127.83
ISV2-PT		Each	187.53
ISV2-DOME-POE		Each	136.36
ISV2-DOME BKT		Each	20.39
ISV2-DOME BOX		Each	16.97
ISV2-POE-4P		Each	93.71
IBV-DBELL		Each	187.53
IBV-CHIME IBV-CHIME		Each	56.20
IBV-DB-BKT-TILT IBV-CHIME		Each	13.84
IBV-DB-BKT-LR IBV-CHIME		Each	13.84

ISV2-DOME-WIFI		Each	137.99
ISV2-WIFI BOX		Each	16.16
ISV2-CAM-BAT		Each	162.35
ISV2-CAM-BATK1		Each	292.30
ISV2-SOLAR		Each	56.77
ISV2-BAT		Each	61.48
GEM-GB		Each	132.03
GEM-HEAT		Each	73.50
GEM-KEYF		Each	61.68
GEM-PIR		Each	63.47
GEM-PIRPET		Each	66.61
GEM-RECV255		Each	309.52
GEM-RECV32		Each	72.78
GEM-RECV96		Each	214.22
GEM-RECV-XP8		Each	83.98
GEM-RTRANS		Each	61.55
GEM-SMK		Each	126.89
GEM-TRANS2		Each	54.89
GEM-TRANS-BRN25		Each	105.34
GEM-TRANSLP		Each	30.23
GEM-TRANSLP-BRN		Each	30.23
GEM-WP PANIC		Each	61.69
GEMC-COMBO255KT		Each	1500.83
GEMC-COMBO128KT		Each	1176.77
GEMC-COMBO32KT		Each	682.15
GEMC-FW-255KT		Each	1500.83
GEMC-FW-128KT		Each	1142.66
GEMC-FW-32KT		Each	673.62
GEMC-FW-32CNVKT		Each	630.98
FL-32FACP-LTEVS		Each	874.57

FL-32FACP-LTEVI		Each	874.57
GEMC-BACNV255KT		Each	1159.71
GEMC-ADBRG128		Each	682.15
GEMC-ADBRG255		Each	920.93
GEMC-BM/PS		Each	136.36
GEMC-BM		Each	119.30
GEMC-FW-SLC		Each	255.75
GEMC-BSLC		Each	255.75
GEMC-F8ZCPIM		Each	85.19
GEMC-24VR		Each	68.14
GEMC-BK1		Each	170.47
GEMC-BSLC-4PT		Each	54.49
GEMC-BSLC-1PT		Each	20.42
GEMC-BSLC-DT		Each	126.13
GEMC-BSLC-DT-L		Each	126.13
GEMC-BSLC-PIR		Each	170.47
GEMC-BSLC-PIR-L		Each	170.47
GEMC-BSLC-GB		Each	170.47
GEMC-BSLC-RLY		Each	72.51
GEMC-WL-PIR		Each	170.47
GEMC-WL-GB		Each	170.47
GEMC-WL-DT		Each	196.06
GEMC-FK1		Each	230.17
GEMC-FK1-WHT		Each	230.17
GEMC-WL-SMK-2		Each	153.42
GEMC-WL-HEAT-2		Each	81.78
FWC-FSLC-DUCTRA		Each	102.25
GEMC-LOCK-CAT30		Each	18.67
GEMC-KEYSWKIT		Each	74.35
FN-CTM		Each	168.77
GEMC-WL-WD2-2		Each	68.14

GEMC-RECV		Each	213.11
GEMC-EZM8		Each	102.25
GEMC-FPRINT		Each	127.83
GEMC-RM3008		Each	187.53
GEMC-NL-MOD		Each	254.05
GEMC-RS232		Each	100.87
GEMC-OUT8		Each	71.59
FWC-CNV-PULL		Each	30.61
FWC-CNV-PULLK		Each	32.32
FWC-CNV-PULL2		Each	34.02
FWC-CNV-PULL2K		Each	40.85
FWC-PULL-GLASS		Each	23.79
FWC-FSLC-SMK		Each	76.53
FWC-FSLC-HEAT		Each	72.16
FWC-FSLC-DUCT		Each	216.48
FWC-FSLC-EZM2		Each	127.83
FWC-FSLC-EZM1B		Each	71.50
FWC-FSLC-CZM		Each	105.22
FWC-FSLC-RM2		Each	84.84
FWC-FSLC-ISO		Each	78.06
FWC-FSLC-SOM1		Each	112.04
FWC-FSLC-PULL		Each	111.52
FWC-FSLC-PULLK		Each	122.45
FWC-FSLC-PULL2		Each	131.20
FWC-FSLC-PULL2K		Each	139.95
FWC-FSLC-PROG2		Each	240.40
FWC-FSLCPROGPCB		Each	62.10
FWC-FSLC-SMK6B		Each	8.20
GEMC-NAC7S		Each	511.59
GEMC-12V2APS-CF		Each	341.03
GEMC-12V2APS-R		Each	289.86

GEMC-32MB-R		Each	502.10
GEMC-128MB-R		Each	543.91
GEMC-255MB-R		Each	619.77
GEMC-HSKIT1425		Each	356.19
GEMC-HSKIT1425W		Each	356.19
GEMC-HSKIT1416		Each	325.59
GEMC-HSKIT1416W		Each	325.59
GEMC-PS24V4A-R		Each	388.63
GEMC-PS24V7A-R		Each	420.15
FW-2S		Each	40.87
FW-RM1		Each	35.73
FW-2-E		Each	83.90
FW-2-E-HEAD		Each	78.01
FW-2-H-E		Each	91.27
FW-2-H-E-HEAD		Each	85.38
FW-2-EH6-BASE		Each	16.13
FW-4-E		Each	103.06
FW-4-E-HEAD		Each	72.12
FW-4-H-E		Each	110.42
FW-4-H-E-HEAD		Each	79.48
FW-4-EHSC-BASE		Each	44.12
FW-4-E-EOLR		Each	36.76
3992714		Each	950.30
3992715		Each	1224.00
3992717		Each	1815.18
3992738		Each	864.03
3992739		Each	1126.25
3992740		Each	1625.63

3992756		Each	864.03
3992757		Each	1126.25
3992758		Each	1625.63
3992759		Each	1262.25
3992752		Each	950.30
3992753		Each	1224.00
3992754		Each	1815.18
3992755		Each	1445.85
3992770		Each	87.55
3992771		Each	96.90
3992772		Each	188.70
3992773		Each	258.40
3992774		Each	97.75
3992775		Each	77.35
3992776		Each	67.15
3992777		Each	79.90
3992778		Each	107.10
3992779		Each	170.85
3992781		Each	10.20
3992782		Each	12.75
3992783		Each	68.85
3992784		Each	79.05
3992785		Each	84.15
3992786		Each	145.35
3992792		Each	232.05
3992793		Each	347.65
3992795		Each	214.20
3992796		Each	324.70
3992797		Each	85.85

3993783		Each	12.75
1000274		Each	18.70
1000276		Each	57.80
3992711		Each	140.25
3992728		Each	90.53
3992729		Each	95.20
3992730		Each	79.05
3992731		Each	12.75
3992732		Each	14.45
3992735		Each	75.23
3992736		Each	119.43
3992760		Each	160.65
3992761		Each	11.90
3992762		Each	107.95
3992700		Each	66.30
3992701		Each	316.20
3992702		Each	132.60
3992703		Each	129.20
3992704		Each	80.75
3992705		Each	99.45
3992706		Each	127.50
3992707		Each	113.05
3992708		Each	96.90
3992709		Each	187.85
3992710		Each	48.45
3992720		Each	142.80
3992721		Each	135.15
3992724		Each	181.90
3992769		Each	157.25
3992788		Each	873.80



3992789		Each	829.60
3992790		Each	51.00
3992791		Each	67.15
3006459		Each	238.00
3992662		Each	920.55
3992663		Each	605.20
3992664		Each	553.35
3992665		Each	960.50
3992667		Each	474.30
3992668		Each	474.30
3992669		Each	727.60
3992670		Each	409.70
3992671		Each	1052.30
3992672		Each	937.55
3992673		Each	612.85
3992674		Each	1327.70
3992675		Each	241.40
3992676		Each	471.75
3992722		Each	583.10
3992723		Each	361.25
3992726		Each	191.25
3992362		Each	431.80
3992727		Each	583.10
3006458		Each	470.05
3006462		Each	657.90
3992660		Each	538.90
3992661		Each	641.75
3992666		Each	566.10
3992725		Each	641.75
3992741		Each	641.75

3992742		Each	641.75
3992743		Each	641.75
3992747		Each	641.75
3992748		Each	641.75
3992749		Each	641.75
3006470		Each	1591.20
3006471		Each	1590.35
3006472		Each	1495.15
3992680		Each	1590.35
3992681		Each	1495.15
3992682		Each	2038.30
3992683		Each	2438.65
3992684		Each	2367.25
3992695		Each	2038.30
3992696		Each	2438.65
1000275		Each	32.30
1000274		Each	18.70
1000276		Each	57.80
A1412CHNFSS		Each	922.25
A18R188		Each	222.70
A24R2410HCR		Each	528.70
A36H3010SS6LP		Each	4062.15
A36R3612HCR		Each	1025.95
E19SWM12U24		Each	319.60
EDR19FM45U		Each	201.45
EWMS242425		Each	774.35
EWMW242425		Each	794.75

AM-5G20-90		Each	118.15
AMO-5G10		Each	106.25
AMO-5G13		Each	140.25
INS-8023AF-O		Each	16.15
NanoMount		Each	6.76
NSM5		Each	75.65
PBE-5AC-GEN2-5-US		Each	509.15
PBE-5AC-GEN2-US		Each	101.15
Rocket M5		Each	75.65
RP-5AC-GEN2		Each	211.65
RP-5AC-GEN2-US		Each	211.65
U-PRO-MP		Each	7.23
UAP-AC-LR-US		Each	92.65
UAP-AC-M-PRO		Each	169.15
UAP-AC-PRO-5-US		Each	594.15
UAP-AC-PRO-US		Each	126.65
UB-AM		Each	5.95
UCK-G2-PLUS		Each	169.15
US-8-60W		Each	92.65
UEWBTA		Each	249.46
ENC-4P-H264		Each	346.04
ENC-BRK1U		Each	55.17
APD-MT-WALL1		Each	8.02
320SH4ATHC-WARR- EXTEND-1YR		Each	394.32

320SH4ATHC-WARR-EXTEND-2YR		Each	787.66
640SH4ATHC-WARR-EXTEND-1YR		Each	707.03
640SH4ATHC-WARR-EXTEND-2YR		Each	1414.29
640SH4ATHD-WARR-EXTEND-1YR		Each	381.54
640SH4ATHD-WARR-EXTEND-2YR		Each	763.09
ACC-MIC		Each	292.88
ACC-SPLIT		Each	73.75
APD-WARR-EXTEND-1YR		Each	83.59
APD-WARR-EXTEND-2YR		Each	167.17
AVO-VSA-DED-CSM-SERV-ANNUAL		Each	212500.00
AVO-VSA-ELITE-SERV-PILOT		Each	218511.20
AVO-VSA-ENH-TAM-SERV-ANNUAL		Each	141666.66
AVO-VSA-POOL-CSM-SERV-ANNUAL		Each	141666.66
AVO-VSA-SEM-SERV-12MO		Each	70833.33
AVO-VSA-SEM-SERV-2YR		Each	127500.00
AVO-VSA-SEM-SERV-6MO		Each	49583.33

AVO-VSA-STD-TAM-SERV-ANNUAL		Each	99166.66
BRKTMD-1001		Each	37.74
BRKTMD-1011		Each	32.16
BRKTMD-1021		Each	28.21
BRKTMD-1031		Each	26.01
CAM-ACCS-H3-D-PLUG		Each	20.07
CAM-FIPS		Each	9.27
CAM-FIPS-CRYPT-R-L3		Each	127.33
CBL2M-1001		Each	49.56
CBL5M-1001		Each	72.08
CBLKT-1001		Each	65.28
CLPNL-1001		Each	93.66
CM-AC-AVIO1		Each	15.73
CM-AC-FERR1		Each	24.07
CM-AC-GROM1		Each	10.03
CM-MT-WALL1		Each	80.61
CNBX-1001		Each	114.72
CRNMT-1001		Each	93.66
DOVE-IND-CEL		Each	95.29
DOVE-OD-BASE		Each	23.08
DOVE-OD-PEND		Each	23.08
DOVE-SMOKE		Each	10.03
ES-HD-CWS		Each	324.50
ES-HD-CWS-LG		Each	491.67
ES-HD-HS-XL		Each	1677.48
ES-HD-HWS		Each	221.26
ES-HD-HWS-LG		Each	408.09
ES-HD-HWS-SM		Each	147.50
ES-HD-IPM		Each	231.09

ES-HD-MNT-ARM		Each	113.08
ES-HD-MNT-CORNER		Each	63.92
ES-HD-MNT-PAR		Each	108.16
ES-HD-MNT-PLATE		Each	39.34
ES-HD-MNT-POLE-LG		Each	157.34
ES-HD-MNT-POLE-MD		Each	186.84
ES-HD-MNT-POLE-SM		Each	73.75
ES-HD-MNT-WBLA		Each	796.51
H264ENC-WARR- EXTEND-1YR		Each	34.42
H264ENC-WARR- EXTEND-2YR		Each	67.86
H3-BO-JB		Each	95.29
H3-BO-SHLD1		Each	15.05
H3-D-CLEAR		Each	40.12
H3-D-SMOKE		Each	40.12
H3-DC-CLEAR		Each	40.12
H3-DC-PNL		Each	95.29
H3-DC-SMOKE		Each	40.12
H3-MC-CLER1		Each	12.03
H3-MC-CLER1-BL		Each	12.03
H3-MH-NPTA1		Each	25.08
H4-AC-WIFI2-NA		Each	130.39
H4-BO-DEMO1		Each	5.01
H4-BO-JBOX1		Each	90.27
H4-DC-CPNL1		Each	95.29
H4-MT-CRNR1		Each	90.27
H4-MT-POLE1		Each	90.27
H4A-AC-GROM1		Each	15.35

H4A-BO-SHLD1		Each	15.05
H4A-DC-CLER1		Each	40.12
H4A-DC-CLER1-BL		Each	40.12
H4A-DC-SMOK1		Each	40.12
H4A-DC-SMOK1-BL		Each	40.12
H4A-DD-CLER1		Each	40.12
H4A-DD-CLER1-BL		Each	40.12
H4A-DD-SDWL1		Each	5.01
H4A-DD-SDWL1-BL		Each	5.01
H4A-DD-SMOK1		Each	40.12
H4A-DD-SMOK1-BL		Each	40.12
H4A-DO-CLER1		Each	60.18
H4A-DO-SMOK1		Each	60.18
H4A-DP-CLER1		Each	60.18
H4A-DP-SMOK1		Each	60.18
H4A-MT-NPTA1		Each	60.18
H4A-MT-WALL1		Each	74.94
H4A-WARR-EXTEND-1YR		Each	101.28
H4A-WARR-EXTEND-2YR		Each	201.59
H4AES-WARR-EXTEND-1YR		Each	135.70
H4AES-WARR-EXTEND-2YR		Each	271.41
H4AMH-ACCS-CABL1		Each	65.20
H4AMH-AD-IRIL1		Each	330.99
H4AMH-WARR-EXTEND-1YR		Each	186.84
H4AMH-WARR-EXTEND-2YR		Each	373.67

H4F-AC-DESI1		Each	10.03
H4F-ACCS-KIT1		Each	30.08
H4F-DO-CVER1		Each	160.48
H4F-MT-NPTA1		Each	60.18
H4F-WARR-EXTEND-1YR		Each	86.53
H4F-WARR-EXTEND-2YR		Each	173.08
H4IRPTZ-WARR-EXTEND-1YR		Each	357.94
H4IRPTZ-WARR-EXTEND-2YR		Each	714.90
H4LPC-WARR-EXTEND-1YR		Each	86.53
H4LPC-WARR-EXTEND-2YR		Each	173.08
H4M-BZL1-BL		Each	28.12
H4M-BZL1-GRY		Each	28.12
H4M-MT-DCIL1		Each	28.12
H4M-MT-DCIL1-BL		Each	28.12
H4M-MT-DSPL		Each	28.12
H4M-MT-NPTA1		Each	28.12
H4M-MT-NPTA1-BL		Each	28.12
H4M-WARR-EXTEND-1YR		Each	35.40
H4M-WARR-EXTEND-2YR		Each	69.82
H4PRO-WARR-EXTEND-1YR		Each	534.94
H4PRO-WARR-EXTEND-2YR		Each	1070.12



H4PTZ-WARR-EXTEND-1YR		Each	252.72
H4PTZ-WARR-EXTEND-2YR		Each	505.44
H4SL-AC-CNID1		Each	10.03
H4SL-AC-CNPL1		Each	15.05
H4SL-AC-CNPL2		Each	15.05
H4SL-AC-COND1		Each	10.03
H4SL-AC-GROM1		Each	15.05
H4SL-BO-SHLD1		Each	10.03
H4SL-D1-BASE		Each	40.12
H4SL-DD-CLER1		Each	30.08
H4SL-DD-SMOK1		Each	35.11
H4SL-DI-CLER1		Each	25.08
H4SL-DI-SMOK1		Each	30.08
H4SL-DO1-BASE		Each	45.14
H4SL-MT-DCIL1		Each	30.08
H4SL-MT-NPTA1		Each	34.31
H4SL-WARR-EXTEND-1YR		Each	48.19
H4SL-WARR-EXTEND-2YR		Each	96.37
H4VI-AC-RELY1		Each	120.37
H4VI-ACCS-KIT1		Each	20.07
H4VI-MT-SURF1		Each	225.68
H4VI-RO-CVER1		Each	40.12
H4VI-WARR-EXTEND-1YR		Each	113.08
H4VI-WARR-EXTEND-2YR		Each	226.17
H5A-FE-ACC-DC-KIT1		Each	9.64

H5A-FE-ACC-KIT1		Each	9.64
H5A-FE-DC-CPNL1		Each	95.39
H5A-FE-DD-CLER1		Each	37.60
H5A-FE-MT-NPTA1		Each	60.18
H5AEX-BO-WARR- EXTEND-2YR		Each	1003.60
H5AEX-CO-WARR- EXTEND-2YR		Each	604.76
H5AEX-PTZ-WARR- EXTEND-2YR		Each	2753.39
H5AMH-AD-DOME1		Each	169.39
H5AMH-AD-PEND1		Each	169.39
H5AMH-DC-COVR1		Each	74.78
H5AMH-DC-COVR1- SMOKE		Each	74.78
H5AMH-DO-COVR1		Each	169.39
H5AMH-DO-COVR1- SMOKE		Each	169.39
H5DH-DO-CLER1		Each	79.73
H5DH-DO-JBOX1		Each	90.27
H5DH-MT-NPTA1		Each	60.18
H5M-DO-BZL1		Each	30.08
H5M-MT-DCIL1		Each	30.08
H5PTZ-ACCS-CABL1		Each	93.42
H6-BO-DEMO1		Each	21.25
H6M-BZL1-BL		Each	30.21
H6M-BZL1-GRY		Each	30.21
H6M-MT-DCIL1		Each	30.21
H6M-MT-DCIL1-BL		Each	30.21
H6M-MT-NPTA1		Each	30.21
H6M-MT-NPTA1-BL		Each	30.21

H6SL-DD-CLER1		Each	29.75
H6SL-DD-SMOK1		Each	29.75
H6SL-DI-CLER1		Each	29.75
H6SL-DI-SMOK1		Each	29.75
H6SL-DO-SHLD1		Each	17.85
H6SL-MT-NPTA1		Each	36.55
HALO-SMADAPT		Each	106.05
HALO-V3.00C-BACKBOX		Each	140.25
HD-LP-PS-A		Each	812.44
IND-CEL-PNL		Each	87.26
IRPTZ-ACCS-CABL1		Each	28.08
IRPTZ-MNT-NPTA1		Each	55.17
IRPTZ-MNT-WALL1		Each	95.29
LEF10040045CA2		Each	4302.64
LEF1506005TA		Each	2581.78
LEF163528CA2		Each	3933.41
LEF20028CA		Each	1888.62
LEF2414CA		Each	3481.26
LEF247028TA2		Each	2211.57
LEF2814SI		Each	2581.78
LEF3514TA		Each	1657.24
LEF5012CA		Each	3276.88
LEF5014CA		Each	820.11
LEF5014SI		Each	1745.93
LEF5018CA2		Each	314.68
LEF7020028TA		Each	2385.11
LEF7030040CA		Each	1111.57
LEF8518CA		Each	944.01
LEF9028TA		Each	1278.36
LEFS183518SI		Each	1512.09

LEFS3014SI		Each	983.35
MNT-AD-CORNER		Each	90.27
MNT-AD-POLE-B		Each	90.27
MNT-PEND-WALL		Each	90.27
NPTA-1001		Each	55.82
PLMT-1001		Each	93.66
POE60U-1BTE		Each	150.45
PPMNT-1001		Each	421.60
PPMNT-2001		Each	467.50
PTZH5A-CLER1		Each	118.01
PTZH5A-SMOK1		Each	118.01
PTZMH-ACCS-CABL1		Each	50.15
PTZMH-DC-CLER1		Each	120.37
PTZMH-DC-CPNL1		Each	90.27
PTZMH-DC-SMOK1		Each	120.37
PTZMH-DP-CLER1		Each	120.37
PTZMH-DP-SMOK1		Each	120.37
PTZMH-MT-NPTA1		Each	25.08
RFMNT-1001		Each	652.80
RFMNT-2001		Each	686.80
RLEF20028CA		Each	921.40
RLEF7020028CA		Each	1536.72
USB-AC56-EU-MSI		Each	144.50
USB-AC56-NA-MSI		Each	144.50
WLMT-1001		Each	103.12
ACC-SPEAKER-2		Each	612.00
ACC-SPEAKER-POLE-BANDS		Each	38.56
AINVR-HDDS-HOT-12TB		Each	1450.92

AINVR-HDDS-HOT-16TB		Each	2060.22
AINVR-HDDS-HOT-2TB		Each	708.02
AINVR-HDDS-HOT-4TB		Each	904.69
AINVR-HDDS-HOT-8TB		Each	1500.10
AINVR-PRM-2NDPS-AU		Each	674.85
AINVR-PRM-2NDPS-NA		Each	674.85
AINVR-PRM-2NDPS-UK		Each	674.85
AINVR-SFPPLUS-SR		Each	289.22
AINVR-STD-10GBE		Each	954.43
AINVR-STD-2NDPS-AU		Each	550.67
AINVR-STD-2NDPS-EU		Each	550.67
AINVR-STD-2NDPS-NA		Each	550.67
AINVR-STD-2NDPS-UK		Each	550.67
AINVR-STD-PRK		Each	2844.01
AINVR-VAL-2NDPS-AU		Each	403.17
AINVR-VAL-2NDPS-EU		Each	403.17
AINVR-VAL-2NDPS-NA		Each	403.17

AINVR-VAL-2NDPS-UK		Each	403.17
AS3-21H2-W10UPG		Each	187.35
AS3X-S19-UPG		Each	1397.90
AVA-HED1-NVR4X-PRM1-CONNECT		Each	4700.81
AVA-HED1-NVR4X-PRM2-CONNECT		Each	2031.30
AVA-HED1-NVR4X-STD-CONNECT		Each	3137.09
AVA-HED1-NVR5-CONNECT-A		Each	2261.54
AVA-HED1-NVR5-CONNECT-B		Each	2554.34
AVA-SAN-CONNECT-1		Each	361.77
AVA-SAN-CONNECT-8		Each	2894.16
DIN-ENVR2-8P		Each	161.50
DINPS-240W-RPA-RGD-8P		Each	100.30
HD-NVR-ANK2-1		Each	982.96
HD-NVR3-PRM-2NDCPU		Each	2036.12
HD-NVR3-PRM-2NDPS-NA		Each	457.26
HD-NVR3-PRM-2NDPS-UK		Each	457.26
HD-NVR3-SFPPLUS-DA		Each	127.83

HD-NVR3-SFPPLUS-SR		Each	290.09
HD-NVR3-STD-10GBE		Each	767.01
HD-NVR3-STD-2NDCPU		Each	1814.38
HD-NVR3-STD-2NDPS-NA		Each	457.26
HD-NVR3-VAL-2NDPS-AU		Each	403.17
HD-NVR3-VAL-2NDPS-NA		Each	403.17
HD-NVR3-VAL-2NDPS-UK		Each	403.17
HD-NVR3-W10UPG		Each	285.58
HD-NVR4-PRM-10GBE		Each	612.27
HD-NVR4-PRM-2NDCPU		Each	2601.00
HD-NVR4-PRM-2NDPS-AU		Each	457.26
HD-NVR4-PRM-2NDPS-NA		Each	457.26
HD-NVR4-PRM-2NDPS-UK		Each	457.26
HD-NVR4-SFPPLUS-DA		Each	127.83
HD-NVR4-SFPPLUS-SR		Each	290.09
HD-NVR4-STD-10GBE		Each	649.01
HD-NVR4-STD-2NDCPU		Each	1599.70

HD-NVR4-STD-2NDPS-AU		Each	457.26
HD-NVR4-STD-2NDPS-NA		Each	457.26
HD-NVR4-STD-2NDPS-UK		Each	457.26
IDRAC8-ENT-UPG		Each	658.84
IDRAC9-ENT-UPG		Each	658.84
NVR-21H2-W10UPG		Each	323.96
NVR3-HDDN-HOT-4TB		Each	1151.10
NVR4-HDDS-HOT-12TB		Each	1450.92
NVR4-HDDS-HOT-16TB		Each	2060.22
NVR4-HDDS-HOT-2TB		Each	708.02
NVR4-HDDS-HOT-4TB		Each	904.69
NVR4-HDDS-HOT-8TB		Each	1500.10
NVR4-HDDS-INT-16TB		Each	1982.13
NVR4-HDDS-PACK-16TB		Each	5408.43
NVR4-HDDS-PACK-32TB		Each	8997.67
NVR4-S16-COA		Each	1293.79
NVR4-S19-COA		Each	1397.90
NVR4-VAL-10GBE		Each	732.60



NVR4-VAL-2NDPS-AU		Each	403.17
NVR4-VAL-2NDPS-EU		Each	403.17
NVR4-VAL-2NDPS-NA		Each	403.17
NVR4-VAL-2NDPS-UK		Each	403.17
NVR4X-1100W-2NDPS-AU		Each	491.67
NVR4X-1100W-2NDPS-EU		Each	491.67
NVR4X-1100W-2NDPS-NA		Each	491.67
NVR4X-1100W-2NDPS-UK		Each	491.67
NVR4X-750W-2NDPS-AU		Each	457.26
NVR4X-750W-2NDPS-EU		Each	457.26
NVR4X-750W-2NDPS-NA		Each	457.26
NVR4X-750W-2NDPS-UK		Each	457.26
NVR4X-PRM-2NDCPU		Each	2950.05
NVR4X-SFPPLUS-SR		Each	290.09
NVR4X-STD-10GBE		Each	649.01
NVR5-10GBASET-A1		Each	1863.72
NVR5-10GBASET-A2		Each	1863.72
NVR5-10GBASET-B		Each	1014.53

NVR5-AVA-SAN-CONNECT-A		Each	1615.53
NVR5-AVA-SAN-CONNECT-B		Each	2262.41
NVR5-HDD-HOT-2TB		Each	708.02
NVR5-HDD-HOT-4TB		Each	904.69
NVR5-HDD-HOT-8TB		Each	1500.10
NVR5-HDDS-HOT-12TB		Each	2095.51
NVR5-HDDS-HOT-16TB-A1		Each	4255.87
NVR5-HDDS-HOT-16TB-A2		Each	4255.87
NVR5-HDDS-HOT-18TB		Each	4372.55
NVR5-HDDS-INT-16TB		Each	2799.90
NVR5-PRM-2NDCPU		Each	6531.18
NVR5-PSU-1000W-AU		Each	1240.68
NVR5-PSU-1000W-EU		Each	1240.68
NVR5-PSU-1000W-NA		Each	1240.68
NVR5-PSU-1000W-UK		Each	1240.68
NVR5-PSU-1100W-A1-AU		Each	728.46
NVR5-PSU-1100W-A1-EU		Each	728.46

NVR5-PSU-1100W-A1-NA		Each	728.46
NVR5-PSU-1100W-A1-UK		Each	728.46
NVR5-PSU-1100W-A2-AU		Each	728.46
NVR5-PSU-1100W-A2-EU		Each	728.46
NVR5-PSU-1100W-A2-NA		Each	728.46
NVR5-PSU-1100W-A2-UK		Each	728.46
NVR5-PSU-800W-AU		Each	334.27
NVR5-PSU-800W-EU		Each	334.27
NVR5-PSU-800W-NA		Each	334.27
NVR5-PSU-800W-UK		Each	334.27
NVR5-RAM-16GB-A		Each	1351.50
NVR5-RAM-16GB-B		Each	703.68
NVR5-S19-UPG		Each	1397.90
NVR5-SFPPLUS-DA		Each	204.17
NVR5-SFPPLUS-LR-A		Each	1638.70
NVR5-SFPPLUS-LR-B		Each	1589.36
NVR5-SFPPLUS-SR-A		Each	323.01
NVR5-SFPPLUS-SR-B		Each	763.15
NVR5-STD-10GBE		Each	649.01
NVR5-STD-2NDCPU		Each	2769.63
NVR5-VAL-ANK		Each	602.65
NVR5-VAL-ANK-PLUS		Each	1207.00
NVR5-VAL-IDRAC9-ENT-UPG		Each	658.84

NVR5-VAL-KYD-WARR-5YR		Each	983.35
NVR5-VAL-WARR-5Y4HMC		Each	1376.69
NVR5-VAL-WARR-EXTEND-2YR		Each	983.35
PS-220W-RPA-RGD-8P-AU		Each	290.88
PS-220W-RPA-RGD-8P-EU		Each	290.88
PS-220W-RPA-RGD-8P-NA		Each	290.88
PS-220W-RPA-RGD-8P-UK		Each	290.88
PS-270W-AS3-8P		Each	230.69
PS-920W-AS3-16/24P		Each	416.25
PS-ENVR2-8P		Each	216.75
RAILS-B-AS3-16/24P		Each	65.20
RMS1U-A-ENVR1-8P		Each	317.96
RMS1U-B-AS3-8P		Each	135.41
RMS1U-ENVR2-8P		Each	317.90
SSD-2TB-RPA-RGD		Each	1112.74
SSD-4TB-RPA-RGD		Each	2342.60
VMA-AIA-2NDPS-NA		Each	466.41
VMA-AIA-2NDPS-UK		Each	466.41
VMA-AIA2-2NDPS-AU		Each	456.97
VMA-AIA2-2NDPS-EU		Each	456.97
VMA-AIA2-2NDPS-NA		Each	456.97

VMA-AIA2-2NDPS-UK		Each	456.97
VMA-AIA2-WARR-EXTEND-2YR		Each	983.35
VMA-AS1-W10UPG		Each	285.58
VMA-AS3-ANK		Each	982.96
VMA-AS3-HDD02		Each	170.52
VMA-AS3-HDD03		Each	205.62
VMA-AS3-HDD04		Each	270.81
VMA-AS3-HDD06		Each	386.16
VMA-AS3-HDD08		Each	496.49
VMA-AS3X-IPMI		Each	169.15
VMA-RPX-4PPS-90		Each	150.45
VMA-RPX-4PRMS1U		Each	240.73
WKS-RACK		Each	403.17
HALO-V3.00C		Each	1615.00
HALO-V3.00C-PC		Each	1942.25
VB-400-ID-CUS-1000		Each	858.50
VB-400-ID-CUS-5000		Each	1134.75
AC-LANYARD-05		Each	8.50
AC-USB-DOCK-050		Each	21.25
AC-USB-DOCK-200		Each	21.25
AC-USB-MICROB-100		Each	25.50
DC-200-12MW		Each	136.00
DC-200/AUS		Each	612.00
DC-200/EU		Each	612.00
DC-200/ROW		Each	612.00
DC-200/UK		Each	612.00
DC-200/US		Each	612.00
KF-DOCK05BVELCRO		Each	21.25
KF-DOCKBUTTONF		Each	17.00

KF-DOCKBUTTONM		Each	17.00
KF-DOCKCLAMP		Each	29.75
KF-DOCKCROCCLAT		Each	25.50
KF-DOCKCROCCLIP		Each	21.25
KF-DOCKEP		Each	21.25
KF-DOCKRUCKSACK		Each	17.00
KF-HARN3		Each	51.00
KF-HARN4		Each	51.00
KF-HARN5		Each	51.00
KF-LOOP		Each	21.25
KF-MAGMOUNT2		Each	51.00
KF-MOLLEVEST		Each	21.25
KF-SCREW		Each	21.25
RF-220		Each	616.25
RF-CARD-10		Each	17.00
RF-STICKER-10		Each	12.75
VB-400-DOCK-SOLO		Each	72.25
VB-400-DOCK14/AUS		Each	680.00
VB-400-DOCK14/EU		Each	680.00
VB-400-DOCK14/US		Each	680.00
VB-400-QR-KFSTUD		Each	21.25
VB-400-QR-KFTILT		Each	29.75
VB-400-QR-KFTILT2		Each	51.00
VB-400-QR-SPORT		Each	21.25
VB-400-VF-MAG		Each	29.75
VB-400-VF-MOL2		Each	59.50
VB-YA-HA-1		Each	425.00
VB-YA-HA-100		Each	35062.50
VB-YA-HA-1000		Each	282625.00
VB-YA-HA-12MW-1		Each	63.75
VB-YA-HA-24MW-1		Each	110.50

VB-YA-HA-PRIMER		Each	34.00
VM-EPL-VT-CONNECT-1		Each	161.50
VM-EPL-VT-CONNECT-TO-PLUS-1		Each	42.50
VM-EPL-VT-PLUS-1		Each	191.25
VM-ESA-VT-12M-1		Each	42.50
VM-ESA-VT-24M-1		Each	63.75
VT-100-12MW-N		Each	110.50
VT-100-24MW-N		Each	195.50
VT-100-DOCK14-12MW		Each	110.50
VT-100-DOCK14-24MW		Each	182.75
VT-100-DOCK14/AUS		Each	680.00
VT-100-DOCK14/EU		Each	680.00
VT-100-DOCK14/ROW		Each	680.00
VT-100-DOCK14/UK		Each	680.00
VT-100-DOCK14/US		Each	680.00
VT-100-DOCK7/UK		Each	446.25
VT-100-FIX-ALIG		Each	17.00
VT-100-FIX-EP		Each	21.25
VT-100-FIX-KF-ALT		Each	17.00
VT-100-FIX-SPORT		Each	21.25
VT-100-ID-CUS-1000		Each	1955.00
VT-100-ID-CUS-250		Each	1517.25
VT-100-ID-CUS-5000		Each	7297.25
VT-100-ID-CUS-ART		Each	369.75
VT-100-N		Each	314.50
VT-100-SOLO		Each	72.25

VT-100-SOLO-12MW		Each	29.75
VT-100-SOLO-24MW		Each	51.00
DC-200-24MW		Each	221.00
RF-220-12MW		Each	110.50
RF-220-24MW		Each	195.50
VB-400-12MW-N		Each	123.25
VB-400-24MW-N		Each	212.50
VB-400-DOCK14-12MW		Each	110.50
VB-400-DOCK14-24MW		Each	212.50
VB-400-DOCK14/ROW		Each	680.00
VB-400-DOCK14/UK		Each	680.00
VB-400-EXT-CHARGE		Each	63.75
VB-400-ID-CUS-250		Each	565.25
VB-400-ID-CUS-ART		Each	369.75
VB-400-SOLO-12MW		Each	29.75
VB-400-SOLO-24MW		Each	51.00
VB-440-64-ALIG		Each	544.00
VB-440-64-KF-N		Each	544.00
VB-440-64-QR-N		Each	544.00
VB-440-64-VF-N		Each	544.00
VM-EPL-3PVMS		Each	5312.50
VM-EPL-HQ-BASE		Each	3187.50
VM-EPL-STORE-1TB		Each	680.00
VM-EPL-VB-CONNECT-1		Each	276.25
VM-EPL-VB-CONNECT-TO-PLUS-1		Each	106.25
VM-EPL-VB-PLUS-1		Each	352.75



VM-ESA-3PVMS-12M		Each	1062.50
VM-ESA-3PVMS-24M		Each	1870.00
VM-ESA-HQ-BASE-12M		Each	680.00
VM-ESA-HQ-BASE-24M		Each	1190.00
VM-ESA-VB-12M-1		Each	72.25
VM-ESA-VB-24M-1		Each	123.25
1.0C-H4A-B2-B		Each	702.12
2.0C-H5A-B1		Each	847.55
2.0C-H5A-B2		Each	802.41
3.0C-H4A-B2-B		Each	837.51
3.0C-H4A-B3		Each	877.63
4.0C-H5A-B2		Each	944.84
4.0C-H5A-B3		Each	984.96
6.0C-H5A-B2		Each	1088.57
8.0C-H5A-B2		Each	1303.93
1.0C-H4A-BO2-IR-B		Each	942.85
1.3C-H5SL-BO1-IR		Each	471.42
2.0C-H4A-BO2-IR-B		Each	1043.34
2.0C-H5A-BO1-IR		Each	1003.02
2.0C-H5A-BO2-IR		Each	1043.34
2.0C-H5SL-BO1-IR		Each	521.57
2.0C-H6SL-BO1-IR		Each	648.55
3.0C-H5SL-BO1-IR		Each	571.72
3.0C-H5SL-BO2-IR		Each	621.87
3.0C-H6SL-BO1-IR		Each	725.05
3.0C-H6SL-BO2-IR		Each	780.30
4.0C-H5A-BO1-IR		Each	1145.60
4.0C-H5A-BO2-IR		Each	1185.92
5.0C-H5A-BO2-IR		Each	1248.85

5.0C-H5SL-BO1-IR		Each	672.02
5.0C-H5SL-BO2-IR		Each	722.18
5.0C-H6SL-BO1-IR		Each	862.75
5.0C-H6SL-BO2-IR		Each	920.55
6.0C-H5A-BO1-IR		Each	1289.18
8.0C-H5A-BO1-IR		Each	1504.53
1.0C-H4A-DO1-IR-B		Each	902.72
1.3C-H5SL-D1		Each	361.09
1.3C-H5SL-D1-IR		Each	396.19
1.3C-H5SL-DO1-IR		Each	471.42
2.0C-H4A-D2-B		Each	842.55
2.0C-H4A-DO2-B		Each	993.00
2.0C-H4A-DP2-B		Each	932.81
2.0C-H5A-D1		Each	802.41
2.0C-H5A-D1-IR		Each	852.56
2.0C-H5A-D2		Each	842.55
2.0C-H5A-DC1		Each	852.56
2.0C-H5A-DC1-IR		Each	902.72
2.0C-H5A-DC2		Each	892.70
2.0C-H5A-DO1		Each	952.87
2.0C-H5A-DO1-IR		Each	1003.02
2.0C-H5A-DO2		Each	993.00
2.0C-H5A-DP1		Each	892.70
2.0C-H5A-DP1-IR		Each	942.85
2.0C-H5A-DP2		Each	932.81
2.0C-H5M-DO1-IR		Each	401.20
2.0C-H5SL-D1		Each	411.24
2.0C-H5SL-D1-IR		Each	446.34
2.0C-H5SL-DO1-IR		Each	521.57
2.0C-H6M-D1		Each	340.58
2.0C-H6M-D1-IR		Each	374.85

2.0C-H6SL-D1		Each	440.30
2.0C-H6SL-D1-IR		Each	477.70
2.0C-H6SL-DO1-IR		Each	558.45
3.0C-H4A-DC2-B		Each	909.60
3.0C-H4A-DO2-B		Each	1007.94
3.0C-H5A-CR1-IR		Each	1203.62
3.0C-H5A-CR1-IR-SS		Each	1454.38
3.0C-H5A-CR2-IR		Each	1081.20
3.0C-H5A-CR2-IR-SS		Each	1306.45
3.0C-H5SL-D1		Each	461.38
3.0C-H5SL-D1-IR		Each	496.49
3.0C-H5SL-DO1-IR		Each	571.72
3.0C-H6M-D1		Each	391.03
3.0C-H6M-D1-IR		Each	425.27
3.0C-H6M-D2-IR		Each	437.89
3.0C-H6SL-D1		Each	512.55
3.0C-H6SL-D1-IR		Each	550.80
3.0C-H6SL-DO1-IR		Each	634.95
4.0C-H5A-D1		Each	944.84
4.0C-H5A-D1-IR		Each	995.00
4.0C-H5A-D2		Each	984.96
4.0C-H5A-DC1		Each	995.00
4.0C-H5A-DC1-IR		Each	1045.30
4.0C-H5A-DC2		Each	1035.46
4.0C-H5A-DO1		Each	1095.45
4.0C-H5A-DO1-IR		Each	1145.60
4.0C-H5A-DO2		Each	1135.77
4.0C-H5A-DP1		Each	1035.46
4.0C-H5A-DP1-IR		Each	1085.62
4.0C-H5A-DP2		Each	1075.79
5.0C-H5A-CR1-IR		Each	1604.83

5.0C-H5A-CR1-IR-SS		Each	1855.58
5.0C-H5A-CR2-IR		Each	1441.60
5.0C-H5A-CR2-IR-SS		Each	1666.85
5.0C-H5A-DO2		Each	1198.71
5.0C-H5A-DP2		Each	1138.72
5.0C-H5M-DO1-IR		Each	501.51
5.0C-H5SL-D1		Each	561.68
5.0C-H5SL-D1-IR		Each	596.79
5.0C-H5SL-DO1-IR		Each	672.02
5.0C-H6M-D1-IR		Each	495.55
5.0C-H6M-D2-IR		Each	508.16
5.0C-H6SL-D1		Each	646.00
5.0C-H6SL-D1-IR		Each	685.95
5.0C-H6SL-DO1-IR		Each	772.65
5.0L-H4A-DC2-B		Each	1048.25
5.0L-H4A-DO2-B		Each	1148.56
5.0L-H4A-DP2-B		Each	1088.57
6.0C-H5A-D1		Each	1088.57
6.0C-H5A-D1-IR		Each	1138.72
6.0C-H5A-DC1		Each	1138.72
6.0C-H5A-DC1-IR		Each	1188.87
6.0C-H5A-DO1		Each	1239.02
6.0C-H5A-DO1-IR		Each	1289.18
6.0C-H5A-DP1		Each	1179.04
6.0C-H5A-DP1-IR		Each	1229.19
8.0-H4A-D1-B		Each	1303.93
8.0-H4A-DC1-B		Each	1354.08
8.0-H4A-DO1-B		Each	1454.38
8.0-H4A-DO1-IR-B		Each	1504.53
8.0-H4A-DP1-B		Each	1394.40
8.0C-H5A-D1		Each	1303.93

8.0C-H5A-D1-IR		Each	1354.08
8.0C-H5A-DC1		Each	1354.08
8.0C-H5A-DC1-IR		Each	1404.23
8.0C-H5A-DO1		Each	1454.38
8.0C-H5A-DO1-IR		Each	1504.53
8.0C-H5A-DP1		Each	1394.40
8.0C-H5A-DP1-IR		Each	1444.55
CR-FFKIT-SS		Each	313.33
CR-FFKIT-WHT		Each	250.66
3.0C-HD-LP-B1		Each	882.66
ES-HD-IR-IP6		Each	672.02
ES-HD-LP-HS		Each	651.97
LPR-CDFS-L6Q-HWW-01		Each	459.00
LPR-CDFS-L6Q-HWW-02		Each	913.75
LPR-CDFS-L6Q-HWW-03		Each	1381.25
LPR-CDFS-L6Q-HWW-04		Each	1806.25
LPR-PREPAID-L6Q-S		Each	3081.25
LPR-VERIZON-NANO-SIM		Each	1317.50
LPR-VS-L6Q-120VAC		Each	170.00
LPR-VS-L6Q-12VDC		Each	80.75
LPR-VS-L6Q-40WSP		Each	871.25
LPR-VS-L6Q-BATTCHRG12V4A		Each	102.00
LPR-VS-L6Q-EANT		Each	137.70
LPR-VS-L6Q-SPEB		Each	357.00
LPR-VS-L6Q-SPEK		Each	1185.75

LPR-VS-SHP-02		Each	59.50
LPR-VSF-L6Q-P-KIT		Each	6566.25
LPR-VSF-L6Q-P-KIT-INT		Each	5950.00
LPR-VSF-L6Q-S-KIT		Each	7118.75
LPR-VSF-L6Q-S-KIT-INT		Each	5950.00
LPR-VZ-NSIM-REN		Each	1317.50
3C-H5MOD-MB2		Each	224.35
3C-H5MOD-RP4		Each	224.35
5C-H5MOD-MB2		Each	314.45
H5A-MOD-2P		Each	473.03
10.0C-H5DH-DO1-IR		Each	1523.23
12.0W-H5A-FE-DC1		Each	1111.19
12.0W-H5A-FE-DO1		Each	1081.68
12.0W-H5A-FE-DO1-IR		Each	1130.86
12C-H4A-4MH-360		Each	1911.63
12C-H5A-4MH		Each	2031.50
15C-H5A-3MH		Each	1958.40
20C-H5A-4MH		Each	2343.45
24C-H5A-3MH		Each	2253.35
3.0C-H4VI-RO1-IR		Each	1153.47
32C-H5A-4MH		Each	2691.10
6.0C-H5DH-DO1-IR		Each	1326.56
8.0C-H5A-FE-DC1		Each	742.43
8.0C-H5A-FE-DO1		Each	712.94
8.0C-H5A-FE-DO1-IR		Each	762.10
9C-H5A-3MH		Each	1743.35
16C-H5PRO-B		Each	7522.64
26C-H5PRO-B		Each	9027.16

40C-H5PRO-B		Each	11033.20
61C-H5PRO-B		Each	15045.28
8C-H5PRO-B		Each	3009.05
2.0C-H4IRPTZ-DP30-WP		Each	3335.97
2.0C-H5A-IRPTZ-DP40-WP		Each	3568.30
2.0C-H5A-PTZ-DC36		Each	2397.41
2.0C-H5A-PTZ-DC40		Each	2397.41
2.0C-H5A-PTZ-DP36		Each	2668.81
2.0C-H5A-PTZ-DP40		Each	2668.81
2.0C-H5A-RGDPTZ-DP36		Each	5452.45
4.0C-H5A-IRPTZ-DP36-WP		Each	4002.65
4.0C-H5A-PTZ-DC36		Each	2961.86
4.0C-H5A-PTZ-DP36		Each	2961.86
4.0C-H5A-RGDPTZ-DP36		Each	6361.95
8.0C-H5A-IRPTZ-DP36-WP		Each	4504.15
8.0C-H5A-PTZ-DC36		Each	3505.65
8.0C-H5A-PTZ-DP36		Each	3505.65
8.0C-H5A-RGDPTZ-DP36		Each	7271.45
AVCOMB100A		Each	1177.80
AVCOMB200A		Each	1177.80
AVCOMB300A		Each	1177.80
AVOUEMAN		Each	59.12
AVOUESUN04		Each	31.83
AVOUEWIPER		Each	28.19

AVSURGEPR		Each	180.99
AVUEAC		Each	126.42
AVUEAP		Each	99.14
AVUEAW		Each	135.52
AVUEBP0AA		Each	80.95
AVUEBP4AA		Each	153.71
AVUEBP7AA		Each	177.35
AVUEBWAA		Each	80.95
AVUEI8AA		Each	277.40
AVUEI8AAP		Each	277.40
AVUEI9AA		Each	317.42
AVUEIWAA		Each	277.40
AVUEIWAAP		Each	277.40
AVWASPT0V23L11M00		Each	804.91
AVWASPT0V5L5M00		Each	435.65
AVWASPT1V23L30M00		Each	1396.08
AVWASPT3V23L30M00		Each	1396.08
POE-INJ-BT-90W-NA		Each	242.84
320F-H5A-THC-BO12		Each	4714.10
320F-H5A-THC-BO16		Each	4245.75
320F-H5A-THC-BO24		Each	3911.70
320F-H5A-THC-BO50		Each	3711.10
320S-H4A-THC-BO12		Each	4714.19
320S-H4A-THC-BO24		Each	3911.78
320S-H4A-THC-BO50		Each	3711.17
640F-H5A-THC-BO12		Each	8375.05
640F-H5A-THC-BO18		Each	7048.20
640F-H5A-THC-BO24		Each	6118.30



640F-H5A-THC-BO32		Each	5992.50
640F-H5A-THC-BO50		Each	5917.70
640F-H5A-THR-BO32		Each	7049.90
640F-H5A-THR-BO50		Each	6962.35
640S-H4A-THC-BO12		Each	8375.20
640S-H4A-THC-BO24		Each	6118.41
640S-H4A-THC-BO50		Each	5917.81
H4A-ETD-KIT		Each	5516.60
ACMICR-1001		Each	8.50
CNCVR-1001		Each	29.75
DCLPNL-1001		Each	95.29
SLSPCIL-1001		Each	28.05
M1300		Each	276.25
M1300-AU		Each	276.25
M1300-EU		Each	276.25
M1300-UK		Each	276.25
M4K32-G2-AU		Each	1534.80
M4K32-G2-EU		Each	1534.80
M4K32-G2-NA		Each	1534.80
M4K32-G3-AU		Each	1275.00
M4K32-G3-EU		Each	1275.00
M4K32-G3-NA		Each	1275.00
M4K32-G3-UK		Each	1275.00
M4K43-G2-AU		Each	1439.90
M4K43-G2-EU		Each	1439.90
M4K43-G2-NA		Each	1439.90
M4K43-G2-UK		Each	1439.90
MHD24-G2-EU		Each	550.67
MHD24-G2-NA		Each	519.50
MHD24-G3-AU		Each	585.65
MHD24-G3-EU		Each	585.65

MHD24-G3-NA		Each	585.65
MHD24-G3-UK		Each	585.65
ACC-USB-JOY		Each	614.60
ACC-USB-JOY-PRO		Each	929.26
EX1		Each	305.83
POE-INJ-BT-60W-NA		Each	150.45
POE-INJ2-60W-NA		Each	150.45
POE-INJ2-95W-NA		Each	401.21
POE-INJ2-PLUS-AU		Each	75.23
POE-INJ2-PLUS-NA		Each	75.23
POE-INJ2-PLUS-UK		Each	75.23
POE-INJ2-STD-AU		Each	70.22
POE-INJ2-STD-NA		Each	70.22
POE-INJ2-STD-UK		Each	70.22
CBS350-24FP-4G-NA		Each	1990.80
CBS350-8FP-E-2G-NA		Each	780.90
CBS350-8FP-E-2G-UK		Each	780.90
ES-PS-MNT-POLE		Each	68.83
ES-PS-S4-NPC		Each	1542.51
SM24TAT2SA-NA		Each	1365.02
SM8TAT2SA-NA		Each	689.27
FLDSUP-CONFIG		Each	2975.00
ACC-CCURE-ALARM-2.90		Each	2319.23
ACC-CCURE-ALARM-2.90-P		Each	2319.23
ACC-CCURE-VIDEO-2.90		Each	2319.23
ACC-CCURE-VIDEO-2.90-P		Each	2319.23
ACC-ENT-SMART-1YR		Each	27.29

ACC-ENT-SMART-3YR		Each	59.12
ACC-ENT-SMART-5YR		Each	90.95
ACC-POS-HW-2S		Each	475.91
ACC-STD-SMART-1YR		Each	13.64
ACC-STD-SMART-3YR		Each	36.38
ACC-STD-SMART-5YR		Each	54.57
ACC5-4TO5-COR-UPG		Each	88.13
ACC5-4TO5-ENT-UPG		Each	310.78
ACC5-4TO5-STD-UPG		Each	171.62
ACC6-AMAG-SMTRY		Each	2319.23
ACC6-AMAG-SMTRY-M		Each	2319.23
ACC6-GLGR-CMNDC		Each	2319.23
ACC6-GLGR-CMNDC-M		Each	2319.23
ACC6-HRSH-VLCTY		Each	2319.23
ACC6-HRSH-VLCTY-M		Each	2319.23
ACC6-INTX-FORCE		Each	2319.23
ACC6-INTX-FORCE-M		Each	2319.23
ACC6-JAQS-INTCM		Each	2319.23
ACC6-JAQS-INTCM-M		Each	2319.23
ACC6-LENL-ONGRD		Each	2319.23
ACC6-LENL-ONGRD-M		Each	2319.23
ACC6-PXTN-NET2		Each	2319.23
ACC6-PXTN-NET2-M		Each	2319.23
ACC6-S2-NETBX		Each	2319.23
ACC6-S2-NETBX-M		Each	2319.23
ACC6-STFN-ALPHA		Each	2319.23

ACC6-STFN-ALPHA-M		Each	2319.23
ACC6-SWHS-CCURE		Each	2319.23
ACC6-SWHS-CCURE-M		Each	2319.23
ACC7-COR		Each	78.85
ACC7-COR-P		Each	78.85
ACC7-COR-TO-ENT-UPG		Each	208.73
ACC7-COR-TO-ENT-UPG-P		Each	208.73
ACC7-COR-TO-STD-UPG		Each	97.41
ACC7-COR-TO-STD-UPG-P		Each	97.41
ACC7-ENT		Each	269.03
ACC7-ENT-FO		Each	41.74
ACC7-ENT-FO-P		Each	41.74
ACC7-ENT-P		Each	269.03
ACC7-FACE		Each	1391.54
ACC7-FACE-10C		Each	4638.45
ACC7-FACE-10C-P		Each	4638.45
ACC7-FACE-P		Each	1391.54
ACC7-LPR		Each	2968.61
ACC7-LPR-P		Each	2968.61
ACC7-MEDIA		Each	18.56
ACC7-POS-STR		Each	208.73
ACC7-POS-STR-P		Each	208.73
ACC7-RADIO-ALERT		Each	1391.54
ACC7-RADIO-ALERT-P		Each	1391.54

ACC7-STD		Each	153.07
ACC7-STD-P		Each	153.07
ACC7-STD-TO-ENT-UPG		Each	162.35
ACC7-STD-TO-ENT-UPG-P		Each	162.35
ACC7-VAC		Each	278.31
ACC7-VAC-P		Each	278.31
COMPASS-DRIVER-ARITECH2X-S1		Each	1546.15
COMPASS-DRIVER-ARITECH2X-S2		Each	2746.69
COMPASS-DRIVER-AXIS-S1		Each	1546.15
COMPASS-DRIVER-AXIS-S2		Each	2746.69
COMPASS-DRIVER-BOSCHD9412GV4-S1		Each	1546.15
COMPASS-DRIVER-BOSCHD9412GV4-S2		Each	2746.69
COMPASS-DRIVER-BOSCHHYBRID-S1		Each	1546.15
COMPASS-DRIVER-BOSCHHYBRID-S2		Each	2746.69
COMPASS-DRIVER-BOSCHVRM-S1		Each	1546.15
COMPASS-DRIVER-BOSCHVRM-S2		Each	2746.69
COMPASS-DRIVER-COMMBOX- FOGCENTER-S1		Each	1546.15

COMPASS-DRIVER- COMMBX- FOGCENTER-S2		Each	2746.69
COMPASS-DRIVER- DAHUA-S1		Each	1546.15
COMPASS-DRIVER- DAHUA-S2		Each	2746.69
COMPASS-DRIVER-DSC- RECEIVER-S1		Each	1546.15
COMPASS-DRIVER-DSC- RECEIVER-S2		Each	2746.69
COMPASS-DRIVER- EMIZON-S1		Each	1546.15
COMPASS-DRIVER- EMIZON-S2		Each	2746.69
COMPASS-DRIVER- FP2000-S1		Each	1546.15
COMPASS-DRIVER- FP2000-S2		Each	2746.69
COMPASS-DRIVER- GALAXY-EMIZON-S1		Each	1546.15
COMPASS-DRIVER- GALAXY-EMIZON-S2		Each	2746.69
COMPASS-DRIVER- GANZ-S1		Each	1546.15
COMPASS-DRIVER- GANZ-S2		Each	2746.69
COMPASS-DRIVER- GANZCORTROL-S1		Each	1546.15

COMPASS-DRIVER- GANZCORTROL-S2		Each	2746.69
COMPASS-DRIVER- GEUTEBRUCK-S1		Each	1546.15
COMPASS-DRIVER- GEUTEBRUCK-S2		Each	2746.69
COMPASS-DRIVER- HIKVISION-S1		Each	1546.15
COMPASS-DRIVER- HIKVISION-S2		Each	2746.69
COMPASS-DRIVER- HONEYWELL- RECEIVER- S1		Each	1546.15
COMPASS-DRIVER- HONEYWELL- RECEIVER- S2		Each	2746.69
COMPASS-DRIVER-INIM- S1		Each	1546.15
COMPASS-DRIVER-INIM- S2		Each	2746.69
COMPASS-DRIVER- INTELBRAS-S1		Each	1546.15
COMPASS-DRIVER- INTELBRAS-S2		Each	2746.69
COMPASS-DRIVER- LANACCESS-S1		Each	1546.15
COMPASS-DRIVER- LANACCESS-S2		Each	2746.69
COMPASS-DRIVER- MILESTONE-S1		Each	1546.15

COMPASS-DRIVER-MILESTONE-S2		Each	2746.69
COMPASS-DRIVER-MOBOTIX-S1		Each	1546.15
COMPASS-DRIVER-MOBOTIX-S2		Each	2746.69
COMPASS-DRIVER-MOXAIO-S1		Each	1546.15
COMPASS-DRIVER-MOXAIO-S2		Each	2746.69
COMPASS-DRIVER-ONVIF-S1		Each	1546.15
COMPASS-DRIVER-ONVIF-S2		Each	2746.69
COMPASS-DRIVER-PROVISION-S1		Each	1546.15
COMPASS-DRIVER-PROVISION-S2		Each	2746.69
COMPASS-DRIVER-RISCO-S1		Each	1546.15
COMPASS-DRIVER-RISCO-S2		Each	2746.69
COMPASS-DRIVER-RTSP-S1		Each	1546.15
COMPASS-DRIVER-RTSP-S2		Each	2746.69
COMPASS-DRIVER-TRIKDIS-S1		Each	1546.15
COMPASS-DRIVER-TRIKDIS-S2		Each	2746.69



LPR-3PC-1EL		Each	637.50
LPR-3PC-1EP-INT		Each	2125.00
LPR-3PC-1SL		Each	425.00
LPR-3PC-1SP-INT		Each	1487.50
LPR-ACI-01		Each	382.50
LPR-L6Q-REPPLAN		Each	110.50
LPR-TAS-UL		Each	1020.00
LPR-VS-CLIENTPORTAL- H		Each	0.01
LPR-VS-CLIENTPORTAL- INT		Each	4250.00
LPR-VS-CP-API		Each	5482.50
LPR-VS-CP-B		Each	1317.50
LPR-VS-MC-MP-H		Each	110.50
LPR-VS-MC-MP-INTL		Each	467.50
LPR-VS-MC-MP-S		Each	467.50
LPR-VS-VPS-PI-INT		Each	1083.75
LPR-VS-VPS-PT-01		Each	1083.75
LPR-VSBSCSVC-L6Q		Each	276.25
LPR-VSFS-L6Q-P-SUB		Each	3081.25
LPR-VSFS-L6Q-S-SUB		Each	3081.25
LPR-VSL6QOCR-INT		Each	212.50
NVR4X-STD-32TB-S16- NPC		Each	16261.35
AINVR-KYD-WARR-5YR		Each	983.35
AINVR-PRM-WARR- 5Y4HMC		Each	3933.41
AINVR-PRM-WARR- EXTEND-3MO		Each	850.00

AINVR-PRM-WARR-EXTEND-6MO		Each	1700.00
AINVR-STD-WARR-5Y4HMC		Each	2458.38
AINVR-VAL-WARR-5Y4HMC		Each	1376.69
AVA-WARR-EXTEND-1YR		Each	6559.54
AVA-WARR-EXTEND-2YR		Each	13118.10
HD-NVR-KYD-WARR-1YR		Each	329.43
HD-NVR-KYD-WARR-2YR		Each	491.67
HD-NVR-KYD-WARR-3YR		Each	653.93
HD-NVR-KYD-WARR-4YR		Each	821.10
HD-NVR-WARR-EXTEND-2YR		Each	3647.08
HD-NVR2-WARR-EXTEND-2YR		Each	2751.46
HD-NVR3-PRM-WARR-EXTEND-2YR		Each	3933.41
HD-NVR3-STD-WARR-EXTEND-2YR		Each	2458.38
HD-NVR3-VAL-WARR-EXTEND-2YR		Each	1642.78
HD-NVR3-VAL-WARR-EXTEND-2YR-G2		Each	1642.78

HD-NVR4-PRM-WARR-EXTEND-2YR		Each	3933.41
HD-NVR4-STD-WARR-EXTEND-2YR		Each	2458.38
HD-NVRWS-WARR-EXTEND-2YR		Each	704.08
HD-NVRWS3-WARR-EXTEND-2YR		Each	704.08
HD-RMWS-2MN-WARR-EXTEND-2YR		Each	704.08
HD-RMWS-4MN-WARR-EXTEND-2YR		Each	639.17
HD-RMWS3-2MN-WARR-EXTEND-2YR		Each	704.08
HD-RMWS3-4MN-WARR-EXTEND-2YR		Each	639.17
HD-RMWS4-4MN-WARR-EXTEND-2YR		Each	639.17
NVR-KYD-WARR-1YR-A		Each	329.43
NVR-KYD-WARR-2YR-A		Each	491.67
NVR-KYD-WARR-3YR-A		Each	653.93
NVR-KYD-WARR-4YR-A		Each	821.10
NVR-KYD-WARR-5YR-A		Each	983.35
NVR4-VAL-WARR-EXTEND-2YR		Each	983.35

NVR4-WKS-WARR-EXTEND-2YR		Each	378.59
NVR4X-PRM1-WARR-5Y4HMC		Each	3933.41
NVR4X-PRM2-WARR-5Y4HMC		Each	3933.41
NVR4X-STD-WARR-5Y4HMC		Each	2458.38
NVR4X-WKS-WARR-EXTEND-2YR		Each	378.88
NVR5-PRM1-WARR-5Y4HMC-EDU		Each	9139.74
NVR5-PRM1-WARR-5YNBD-EDU		Each	5205.98
NVR5-PRM2-WARR-5Y4HMC-EDU		Each	9139.74
NVR5-PRM2-WARR-5YNBD-EDU		Each	5205.98
NVR5-STD-WARR-5Y4HMC		Each	2458.83
NVR5-STD-WARR-5YNBD-EDU		Each	2410.18
RM5-WKS-WARR-EXTENDED-2YR		Each	378.59
RM6-WKS-WARR-EXTEND-2YR		Each	378.88
VMA-ENVR1-8P-WARR-EXTEND-2YR		Each	393.34
NVR4-VAL-12TB-AU		Each	5238.41
NVR4-VAL-12TB-EU		Each	5238.41
NVR4-VAL-12TB-NA		Each	5238.41

NVR4-VAL-12TB-UK		Each	5238.41
NVR4-VAL-16TB-AU		Each	6203.39
NVR4-VAL-16TB-EU		Each	6203.39
NVR4-VAL-16TB-NA		Each	6203.39
NVR4-VAL-16TB-UK		Each	6203.39
NVR4-VAL-6TB-AU		Each	4135.59
NVR4-VAL-6TB-EU		Each	4135.59
NVR4-VAL-6TB-NA		Each	4135.59
NVR4-VAL-6TB-UK		Each	4135.59
NVR4X-PRM-192TB-NA		Each	61990.50
NVR4X-STD-48TB-S16-NA		Each	21641.00
NVR4X-WKS-4TB-AU		Each	2296.41
NVR4X-WKS-4TB-EU		Each	2296.41
NVR4X-WKS-4TB-NA		Each	2296.41
NVR4X-WKS-4TB-UK		Each	2296.41
NVR4X-WKS-8TB-AU		Each	2626.13
NVR4X-WKS-8TB-EU		Each	2626.13
NVR4X-WKS-8TB-NA		Each	2626.13
NVR4X-WKS-8TB-UK		Each	2626.13
NVR5-PRM-128TB-S19-AU		Each	46709.64
NVR5-PRM-128TB-S19-EU		Each	46709.64
NVR5-PRM-128TB-S19-NA		Each	46709.64
NVR5-PRM-128TB-S19-UK		Each	46709.64
NVR5-PRM-160TB-S19-AU		Each	57362.17

NVR5-PRM-160TB-S19-EU		Each	57362.17
NVR5-PRM-160TB-S19-NA		Each	57362.17
NVR5-PRM-160TB-S19-UK		Each	57362.17
NVR5-PRM-192TB-S19-AU		Each	70309.54
NVR5-PRM-192TB-S19-EU		Each	70309.54
NVR5-PRM-192TB-S19-NA		Each	70309.54
NVR5-PRM-192TB-S19-UK		Each	70309.54
NVR5-PRM-224TB-S19-AU		Each	79306.92
NVR5-PRM-224TB-S19-EU		Each	79306.92
NVR5-PRM-224TB-S19-NA		Each	79306.92
NVR5-PRM-224TB-S19-UK		Each	79306.92
NVR5-PRM-252TB-S19-AU		Each	89082.77
NVR5-PRM-252TB-S19-EU		Each	89082.77
NVR5-PRM-252TB-S19-NA		Each	89082.77
NVR5-PRM-252TB-S19-UK		Each	89082.77

NVR5-PRM-288TB-S19-AU		Each	98911.78
NVR5-PRM-288TB-S19-EU		Each	98911.78
NVR5-PRM-288TB-S19-NA		Each	98911.78
NVR5-PRM-288TB-S19-UK		Each	98911.78
NVR5-PRM-360TB-S19-AU		Each	117874.23
NVR5-PRM-360TB-S19-EU		Each	117874.23
NVR5-PRM-360TB-S19-NA		Each	117874.23
NVR5-PRM-360TB-S19-UK		Each	117874.23
NVR5-PRM-432TB-S19-AU		Each	137670.10
NVR5-PRM-432TB-S19-EU		Each	137670.10
NVR5-PRM-432TB-S19-NA		Each	137670.10
NVR5-PRM-432TB-S19-UK		Each	137670.10
NVR5-PRM-96TB-S19-AU		Each	35399.95
NVR5-PRM-96TB-S19-EU		Each	35400.29
NVR5-PRM-96TB-S19-NA		Each	35400.29

NVR5-PRM-96TB-S19-UK		Each	35400.29
NVR5-PRM-FIPS-128TB-NA		Each	51085.41
NVR5-PRM-FIPS-160TB-NA		Each	61505.74
NVR5-PRM-FIPS-96TB-NA		Each	38716.98
NVR5-STD-16TB-S19-AU		Each	14873.71
NVR5-STD-16TB-S19-EU		Each	14873.71
NVR5-STD-16TB-S19-NA		Each	14873.71
NVR5-STD-16TB-S19-UK		Each	14873.71
NVR5-STD-16TB-W10-AU		Each	12906.83
NVR5-STD-16TB-W10-EU		Each	12906.83
NVR5-STD-16TB-W10-NA		Each	12906.83
NVR5-STD-16TB-W10-UK		Each	12906.83
NVR5-STD-24TB-S19-AU		Each	16786.53
NVR5-STD-24TB-S19-EU		Each	16786.53
NVR5-STD-24TB-S19-NA		Each	16786.53



NVR5-STD-24TB-S19-UK		Each	16786.53
NVR5-STD-24TB-W10-AU		Each	14819.65
NVR5-STD-24TB-W10-EU		Each	14819.65
NVR5-STD-24TB-W10-NA		Each	14819.65
NVR5-STD-24TB-W10-UK		Each	14819.65
NVR5-STD-32TB-S19-AU		Each	18443.47
NVR5-STD-32TB-S19-EU		Each	18443.47
NVR5-STD-32TB-S19-NA		Each	18443.47
NVR5-STD-32TB-S19-UK		Each	18443.47
NVR5-STD-32TB-W10-AU		Each	16146.82
NVR5-STD-32TB-W10-EU		Each	16146.82
NVR5-STD-32TB-W10-NA		Each	16146.82
NVR5-STD-32TB-W10-UK		Each	16146.82
NVR5-STD-48TB-S19-AU		Each	24545.04
NVR5-STD-48TB-S19-EU		Each	24545.04

NVR5-STD-48TB-S19-NA		Each	24545.04
NVR5-STD-48TB-S19-UK		Each	24545.04
NVR5-STD-48TB-W10-AU		Each	23059.29
NVR5-STD-48TB-W10-EU		Each	23059.29
NVR5-STD-48TB-W10-NA		Each	23059.29
NVR5-STD-48TB-W10-UK		Each	23059.29
NVR5-STD-64TB-S19-AU		Each	30483.53
NVR5-STD-64TB-S19-EU		Each	30483.53
NVR5-STD-64TB-S19-NA		Each	30483.53
NVR5-STD-64TB-S19-UK		Each	30483.53
NVR5-STD-64TB-W10-AU		Each	28894.17
NVR5-STD-64TB-W10-EU		Each	28894.17
NVR5-STD-64TB-W10-NA		Each	28894.17
NVR5-STD-64TB-W10-UK		Each	28894.17
NVR5-VAL-12TB-AU		Each	7464.70
NVR5-VAL-12TB-EU		Each	7464.70
NVR5-VAL-12TB-NA		Each	7464.70

NVR5-VAL-12TB-UK		Each	7464.70
NVR5-VAL-24TB-AU		Each	11545.55
NVR5-VAL-24TB-EU		Each	11545.55
NVR5-VAL-24TB-NA		Each	11545.55
NVR5-VAL-24TB-UK		Each	11545.55
NVR5-WKS-4TB-NA		Each	2337.50
NVR5-WKS-8TB-AU		Each	2711.50
NVR5-WKS-8TB-EU		Each	2711.50
NVR5-WKS-8TB-NA		Each	2711.50
NVR5-WKS-8TB-UK		Each	2711.50
RM7-WKS-2MN-AU		Each	1997.50
RM7-WKS-2MN-EU		Each	1997.50
RM7-WKS-2MN-NA		Each	1997.50
RM7-WKS-2MN-UK		Each	1997.50
RM7-WKS-4MN-AU		Each	3230.00
RM7-WKS-4MN-EU		Each	3230.00
RM7-WKS-4MN-NA		Each	3230.00
RM7-WKS-4MN-UK		Each	3230.00
VMA-AS3X-16P06-AU		Each	4183.18
VMA-AS3X-16P06-EU		Each	4183.18
VMA-AS3X-16P06-NA		Each	4183.18
VMA-AS3X-16P06-NPC		Each	4183.18
VMA-AS3X-16P06-UK		Each	4183.18
VMA-AS3X-16P09-AU		Each	5015.09
VMA-AS3X-16P09-EU		Each	5015.09
VMA-AS3X-16P09-NA		Each	5015.09

VMA-AS3X-16P09-NPC		Each	5015.09
VMA-AS3X-16P09-UK		Each	5015.09
VMA-AS3X-16P12-AU		Each	6018.11
VMA-AS3X-16P12-EU		Each	6018.11
VMA-AS3X-16P12-NA		Each	6018.11
VMA-AS3X-16P12-NPC		Each	6018.11
VMA-AS3X-16P12-UK		Each	6018.11
VMA-AS3X-24P12-AU		Each	6218.71
VMA-AS3X-24P12-EU		Each	6218.71
VMA-AS3X-24P12-NA		Each	6218.71
VMA-AS3X-24P12-NPC		Each	6218.71
VMA-AS3X-24P12-UK		Each	6218.71
VMA-AS3X-24P18-AU		Each	7858.95
VMA-AS3X-24P18-EU		Each	7858.95
VMA-AS3X-24P18-NA		Each	7858.95
VMA-AS3X-24P18-NPC		Each	7858.95
VMA-AS3X-24P18-UK		Each	7858.95
VMA-AS3X-24P24-AU		Each	9699.78
VMA-AS3X-24P24-EU		Each	9699.78

VMA-AS3X-24P24-NA		Each	9699.78
VMA-AS3X-24P24-NPC		Each	9699.78
VMA-AS3X-24P24-UK		Each	9699.78
VMA-AS3X-8P2-AU		Each	2006.04
VMA-AS3X-8P2-EU		Each	2006.04
VMA-AS3X-8P2-NA		Each	2006.04
VMA-AS3X-8P2-NPC		Each	2006.04
VMA-AS3X-8P2-UK		Each	2006.04
VMA-AS3X-8P4-AU		Each	2177.14
VMA-AS3X-8P4-EU		Each	2177.14
VMA-AS3X-8P4-NA		Each	2177.14
VMA-AS3X-8P4-NPC		Each	2177.14
VMA-AS3X-8P4-UK		Each	2177.14
VMA-AS3X-8P8-AU		Each	2678.65
VMA-AS3X-8P8-EU		Each	2678.65
VMA-AS3X-8P8-NA		Each	2678.65
VMA-AS3X-8P8-NPC		Each	2678.65
VMA-AS3X-8P8-UK		Each	2678.65
ENVR2-PLUS-8P4-AU		Each	1793.50
ENVR2-PLUS-8P4-EU		Each	1793.50
ENVR2-PLUS-8P4-NA		Each	1793.50
ENVR2-PLUS-8P4-UK		Each	1793.50
ENVR2-PLUS-8P8-AU		Each	2361.30
ENVR2-PLUS-8P8-EU		Each	2361.30
ENVR2-PLUS-8P8-NA		Each	2361.30
ENVR2-PLUS-8P8-UK		Each	2361.30
VMA-ENVR1-8P4A-AU		Each	1590.08

VMA-ENVR1-8P4A-EU		Each	1590.08
VMA-ENVR1-8P4A-NA		Each	1590.08
VMA-ENVR1-8P4A-UK		Each	1590.08
VMA-ENVR1-8P8A-AU		Each	2091.59
VMA-ENVR1-8P8A-EU		Each	2091.59
VMA-ENVR1-8P8A-NA		Each	2091.59
VMA-ENVR1-8P8A-UK		Each	2091.59
VMA-RPA-RGD-8P2		Each	5316.00
VMA-RPA-RGD-8P4		Each	7021.14
VMA-AIA2-CG1-NA		Each	7372.19
VMA-AIA2-CG2-AU		Each	12107.03
VMA-AIA2-CG2-EU		Each	12107.03
VMA-AIA2-CG2-NA		Each	12107.03
VMA-AIA2-CG2-UK		Each	12107.03
AVA-EXP1-263TB		Each	56641.04
AVA-EXP1-263TB-5YR		Each	70112.96
AVA-EXP1-526TB		Each	95975.06
AVA-EXP1-526TB-5YR		Each	110430.34
AVA-EXP1-789TB		Each	126174.60
AVA-EXP1-789TB-5YR		Each	140619.25
AVA-HDD1-263TB		Each	54310.89

AVA-HED1-225TB		Each	70801.30
AVA-HED1-225TB-5YR		Each	81519.83
AVA-HED1-488TB		Each	119968.87
AVA-HED1-488TB-5YR		Each	135997.48
AVA-HED1-751TB		Each	148436.87
AVA-HED1-751TB-5YR		Each	162252.98
AVA-HED1-NVR4-CONNECT		Each	2031.30
AINVR-PRM-128TB-AU		Each	46709.19
AINVR-PRM-128TB-EU		Each	46709.19
AINVR-PRM-128TB-NA		Each	46709.19
AINVR-PRM-128TB-UK		Each	46709.19
AINVR-PRM-160TB-AU		Each	57362.17
AINVR-PRM-160TB-EU		Each	57362.17
AINVR-PRM-160TB-NA		Each	57362.17
AINVR-PRM-160TB-UK		Each	57362.17
AINVR-PRM-64TB-AU		Each	30483.89
AINVR-PRM-64TB-EU		Each	30483.89

AINVR-PRM-64TB-NA		Each	30483.89
AINVR-PRM-64TB-UK		Each	30483.89
AINVR-PRM-96TB-AU		Each	35400.65
AINVR-PRM-96TB-EU		Each	35400.65
AINVR-PRM-96TB-NA		Each	35400.65
AINVR-PRM-96TB-UK		Each	35400.65
AINVR-PRM-PLUS-128TB-AU		Each	47673.26
AINVR-PRM-PLUS-128TB-EU		Each	47673.26
AINVR-PRM-PLUS-128TB-NA		Each	47673.26
AINVR-PRM-PLUS-128TB-UK		Each	47673.26
AINVR-PRM-PLUS-160TB-AU		Each	58326.24
AINVR-PRM-PLUS-160TB-EU		Each	58326.24
AINVR-PRM-PLUS-160TB-NA		Each	58326.24
AINVR-PRM-PLUS-160TB-UK		Each	58326.24
AINVR-PRM-PLUS-64TB-AU		Each	31447.96
AINVR-PRM-PLUS-64TB-EU		Each	31447.96
AINVR-PRM-PLUS-64TB-NA		Each	31447.96



AINVR-PRM-PLUS-64TB-UK		Each	31447.96
AINVR-PRM-PLUS-96TB-AU		Each	36364.72
AINVR-PRM-PLUS-96TB-EU		Each	36364.72
AINVR-PRM-PLUS-96TB-NA		Each	36364.72
AINVR-PRM-PLUS-96TB-UK		Each	36364.72
AINVR-STD-24TB-AU		Each	14819.68
AINVR-STD-24TB-EU		Each	14819.68
AINVR-STD-24TB-NA		Each	14819.68
AINVR-STD-24TB-UK		Each	14819.68
AINVR-STD-32TB-AU		Each	16147.21
AINVR-STD-32TB-EU		Each	16147.21
AINVR-STD-32TB-NA		Each	16147.21
AINVR-STD-32TB-UK		Each	16147.21
AINVR-STD-48TB-AU		Each	23059.59
AINVR-STD-48TB-EU		Each	23059.59
AINVR-STD-48TB-NA		Each	23059.59
AINVR-STD-48TB-UK		Each	23059.59
AINVR-VAL-12TB-AU		Each	6391.79
AINVR-VAL-12TB-EU		Each	6391.79
AINVR-VAL-12TB-NA		Each	6391.79
AINVR-VAL-12TB-UK		Each	6391.79
OP-16EM		Each	510.00
OP-ACC		Each	340.00

OP-EX-4E		Each	586.50
OP-EX-8E		Each	1168.75
OP-ECL1-PS24		Each	318.75
OP-ECL1-PS1224		Each	480.25
OP-ECL2-PS1224		Each	828.75
OP-2ESH-POE		Each	765.00
4ENT-SYS-24V		Each	1224.00
4ENT-SYS-1224V		Each	1385.50
8ENT-SYS-1224V		Each	2320.50
20ENT-SYS-24V		Each	1734.00
OP-R2X-STND		Each	233.75
OP-R2X-MULL		Each	233.75
OP-RKP-STND		Each	391.00
OP-RKP-MULL		Each	391.00
OP-R2X-EMBD		Each	233.75
OP-VID-PRO-RDR		Each	595.00
OP-LOCK-GW		Each	481.95
Allegion Config Card		Each	9.95
OP-ACH-EV3A10		Each	51.00
OP-ACH-10IC		Each	51.00
OP-KFH-10		Each	42.50
OP-ACL-10		Each	42.50
OP-ACL-10IC		Each	42.50
OP-KFL-10		Each	42.50
OP-PI-30W		Each	51.00
OP-CVR-W		Each	17.00
OP-RSC-DESK		Each	25.50
OP-TABTOP-R2		Each	1309.00
OP-TRN-0		Each	850.00
OP-SERV-EA		Each	102.00
OP-SERV-DIA		Each	212.50

OP-SERV-CO		Each	2125.00
SW-BSC-P1		Each	204.00
SW-BSC-P5		Each	612.00
SW-BSC-P10		Each	1020.00
SW-BSC-P25		Each	2040.00
SW-BSC-P100		Each	5100.00
SW-BSC-P1000		Each	40800.00
SW-PRM-P1		Each	255.00
SW-PRM-P5		Each	918.00
SW-PRM-P10		Each	1530.00
SW-PRM-P25		Each	3060.00
SW-PRM-P100		Each	7650.00
SW-PRM-P1000		Each	61200.00
SW-ETP-P1		Each	357.00
SW-ETP-P5		Each	1224.00
SW-ETP-P10		Each	2040.00
SW-ETP-P25		Each	4080.00
SW-ETP-P100		Each	10200.00
SW-ETP-P1000		Each	81600.00
SW-ACTUSER-P100		Each	255.00
SW-ACTUSER-P500		Each	510.00
SW-ACTUSER-P1000		Each	918.00
SW-ACTUSER-P5000		Each	4080.00
SW-ACTUSER-P10000		Each	6120.00
SW-ACTUSER-P50000		Each	20400.00
SW-ALA-GSE-P500		Each	510.00
SW-ALA-GSE-P1000		Each	918.00
SW-ALA-GSE-P5000		Each	2550.00
SW-ALA-GSE-P10000		Each	3570.00
SW-ALA-GSE-P50000		Each	8160.00

SW-ALA-GSE-P100000		Each	13260.00
SW-ALA-GSP-P500		Each	1020.00
SW-ALA-GSP-P1000		Each	1938.00
SW-ALA-GSP-P5000		Each	6630.00
SW-ALA-GSP-P10000		Each	10200.00
SW-ALA-GSP-P50000		Each	20400.00
SW-ALA-GSP-P100000		Each	30600.00
SW-ALA-ADE-P500		Each	510.00
SW-ALA-ADE-P1000		Each	918.00
SW-ALA-ADE-P5000		Each	2550.00
SW-ALA-ADE-P10000		Each	3570.00
SW-ALA-ADE-P50000		Each	8160.00
SW-ALA-ADE-P100000		Each	13260.00
SW-ALA-ADP-P500		Each	1020.00
SW-ALA-ADP-P1000		Each	1938.00
SW-ALA-ADP-P5000		Each	6630.00
SW-ALA-ADP-P10000		Each	10200.00
SW-ALA-ADP-P50000		Each	20400.00
SW-ALA-ADP-P100000		Each	30600.00
SW-ALA-OKE-P500		Each	510.00
SW-ALA-OKE-P1000		Each	918.00
SW-ALA-OKE-P5000		Each	2550.00
SW-ALA-OKE-P10000		Each	3570.00
SW-ALA-OKE-P50000		Each	8160.00
SW-ALA-OKE-P100000		Each	13260.00
SW-ALA-OKP-P500		Each	1020.00

SW-ALA-OKP-P1000		Each	1938.00
SW-ALA-OKP-P5000		Each	6630.00
SW-ALA-OKP-P10000		Each	10200.00
SW-ALA-OKP-P50000		Each	20400.00
SW-ALA-OKP-P100000		Each	30600.00
SW-ALA-OLE-P500		Each	510.00
SW-ALA-OLE-P1000		Each	918.00
SW-ALA-OLE-P5000		Each	2550.00
SW-ALA-OLE-P10000		Each	3570.00
SW-ALA-OLE-P50000		Each	8160.00
SW-ALA-OLE-P100000		Each	13260.00
SW-ALA-OLP-P500		Each	1020.00
SW-ALA-OLP-P1000		Each	1938.00
SW-ALA-OLP-P5000		Each	6630.00
SW-ALA-OLP-P10000		Each	10200.00
SW-ALA-OLP-P50000		Each	20400.00
SW-ALA-OLP-P100000		Each	30600.00
SW-ALA-WDE-P500		Each	510.00
SW-ALA-WDE-P1000		Each	918.00
SW-ALA-WDE-P5000		Each	2550.00
SW-ALA-WDE-P10000		Each	3570.00
SW-ALA-WDE-P50000		Each	8160.00
SW-ALA-WDE-P100000		Each	13260.00
SW-ALA-WDP-P500		Each	1020.00
SW-ALA-WDP-P1000		Each	1938.00

SW-ALA-WDP-P5000		Each	6630.00
SW-ALA-WDP-P10000		Each	10200.00
SW-ALA-WDP-P50000		Each	20400.00
SW-ALA-WDP-P100000		Each	30600.00
SW-ALA-MRKI		Each	51.00
SW-ALA-BDGE		Each	510.00
SW-VID-ST30		Each	153.00
SW-VID-ST60		Each	255.00
SW-VID-ST90		Each	357.00
SW-VID-ST180		Each	612.00
SW-ALLE-OPP5		Each	204.00
SW-ALLE-OPP100		Each	3570.00
SW-ALLE-OPP1000		Each	25500.00
SW-ALLE-PSP5		Each	357.00
SW-ALLE-PSP100		Each	6120.00
SW-ALLE-PSP1000		Each	45900.00
OC-PRO-B-S		Each	140.25
OC-PRO-1C-S		Each	43.35
OC-ENT-B-S		Each	311.10
OC-ENT-1C-S		Each	58.65
OC-ULT-B-S		Each	623.05
OC-ULT-1C-S		Each	93.50
OP-VWM-B-S		Each	311.10
OP-VWM-1C-S		Each	24.65

OP-OS-1C-S		Each	15.30
OP-CC9000-B-S		Each	623.05
OP-OAAP-B-S		Each	623.05
OP-AMAG-B-S		Each	623.05
OP-S2OVID-B-S		Each	623.05
OP-MIR-1C-S		Each	46.75
OP-BC-B-S		Each	935.00
OP-SAI-1C-S		Each	22.10
OP-SAI-5C-S		Each	93.50
OP-SAI-10C-S		Each	155.55
OP-SAI-25C-S		Each	311.95
OP-SAI-50C-S		Each	467.50
OP-SEI-ACC-B-S		Each	935.00
OP-SEI-ACC-50-S		Each	108.80
OP-SEI-ACC-100-S		Each	155.55
OP-SEI-ACC-250-S		Each	311.95
OP-SEI-ACC-500-S		Each	467.50
OP-SEI-50-S		Each	46.75
OP-SEI-100-S		Each	78.20
OP-SEI-250-S		Each	155.55
OP-SEI-500-S		Each	233.75
OC-PRO-B-S-R		Each	140.25
OC-PRO-1C-S-R		Each	43.35
OC-ENT-B-S-R		Each	311.10
OC-ENT-1C-S-R		Each	58.65
OC-ULT-B-S-R		Each	623.05
OC-ULT-1C-S-R		Each	93.50
OP-VWM-B-S-R		Each	311.10
OP-VWM-1C-S-R		Each	24.65

OP-OS-1C-S-R		Each	15.30
OP-CC9000-B-S-R		Each	623.05
OP-OAAP-B-S-R		Each	623.05
OP-AMAG-B-S-R		Each	623.05
OP-S2OVID-B-S-R		Each	623.05
OP-MIR-1C-S-R		Each	46.75
OP-BC-B-S-R		Each	935.00
OP-SAI-1C-S-R		Each	22.10
OP-SAI-5C-S-R		Each	93.50
OP-SAI-10C-S-R		Each	155.55
OP-SAI-25C-S-R		Each	311.95
OP-SAI-50C-S-R		Each	467.50
OP-SEI-ACC-B-S-R		Each	935.00
OP-SEI-ACC-50-S-R		Each	108.80
OP-SEI-ACC-100-S-R		Each	155.55
OP-SEI-ACC-250-S-R		Each	311.95
OP-SEI-ACC-500-S-R		Each	467.50
OP-SEI-50-S-R		Each	46.75
OP-SEI-100-S-R		Each	78.20
OP-SEI-250-S-R		Each	155.55
OP-SEI-500-R		Each	233.75
OC-PRO-B-SMA-E-I-S		Each	75.58
OC-PRO-1C-SMA-E-I-S		Each	23.41
OC-ENT-B-SMA-E-I-S		Each	168.15
OC-ENT-1C-SMA-E-I-S		Each	31.82
OC-ULT-B-SMA-E-I-S		Each	336.45
OC-ULT-1C-SMA-E-I-S		Each	50.34



OC-PRO-B-SMA-E-R-S		Each	75.58
OC-PRO-1C-SMA-E-R-S		Each	23.41
OC-ENT-B-SMA-E-R-S		Each	168.15
OC-ENT-1C-SMA-E-R-S		Each	31.82
OC-ULT-B-SMA-E-R-S		Each	336.45
OC-ULT-1C-SMA-E-R-S		Each	50.34
OP-VWM-B-SMA-E-I-S		Each	168.15
OP-VWM-1C-SMA-E-I-S		Each	13.31
OP-OS-1C-SMA-E-I-S		Each	8.26
OP-CC9000-B-SMA-E-I-S		Each	336.45
OP-OAAP-B-SMA-E-I-S		Each	336.45
OP-AMAG-B-SMA-E-I-S		Each	336.45
OP-S2OVID-B-SMA-E-I-S		Each	336.45
OP-MIR-1C-SMA-E-I-S		Each	25.09
OP-BC-B-SMA-E-I-S		Each	504.75
OP-SAI-1C-SMA-E-I-S		Each	11.78
OP-SAI-5C-SMA-E-I-S		Each	50.49

OP-SAI-10C-SMA-E-I-S		Each	84.15
OP-SAI-25C-SMA-E-I-S		Each	168.30
OP-SAI-50C-SMA-E-I-S		Each	252.45
OP-SEI-ACC-B-SMA-E-I-S		Each	504.75
OP-SEI-ACC-50-SMA-E-I-S		Each	58.91
OP-SEI-ACC-100-SMA-E-I-S		Each	84.15
OP-SEI-ACC-250-SMA-E-I-S		Each	168.30
OP-SEI-ACC-500-SMA-E-I-S		Each	252.45
OP-SEI-50-SMA-E-I-S		Each	25.25
OP-SEI-100-SMA-E-I-S		Each	42.08
OP-SEI-250-SMA-E-I-S		Each	84.15
OP-SEI-500-SMA-E-I-S		Each	126.23
OP-VWM-1C-SMA-E-R-S		Each	168.15
OP-OS-1C-SMA-E-R-S		Each	13.31
OP-CC9000-B-SMA-E-R-S		Each	8.26

OP-OAAP-B-SMA-E-R-S		Each	336.45
OP-AMAG-B-SMA-E-R-S		Each	336.45
OP-S2OVID-B-SMA-E-R-S		Each	336.45
OP-MIR-1C-SMA-E-R-S		Each	336.45
OP-BC-B-SMA-E-R-S		Each	25.09
OP-SAI-1C-SMA-E-R-S		Each	504.75
OP-SAI-5C-SMA-E-R-S		Each	11.78
OP-SAI-10C-SMA-E-R-S		Each	50.49
OP-SAI-25C-SMA-E-R-S		Each	84.15
OP-SAI-50C-SMA-E-R-S		Each	168.30
OP-SEI-ACC-B-SMA-E-R-S		Each	252.45
OP-SEI-ACC-50-SMA-E-R-S		Each	504.75
OP-SEI-ACC-100-SMA-E-R-S		Each	58.91
OP-SEI-ACC-250-SMA-E-R-S		Each	84.15
OP-SEI-ACC-500-SMA-E-R-S		Each	168.30

OP-SEI-50-SMA-E-R-S		Each	252.45
OP-SEI-100-SMA-E-R-S		Each	25.25
OP-SEI-250-SMA-E-R-S		Each	42.08
OP-SEI-500-SMA-E-R-S		Each	84.15
DS61		EACH	1023.40
DS61-S		EACH	1023.40
DS62		SET	1552.10
DS62-S		SET	1552.10
DS64		SET	2050.20
DS64-S		SET	2050.20
DS81		EACH	1055.70
DS81-S		EACH	1055.70
DS82		SET	1588.65
DS82-S		SET	1588.65
DS84		SET	2082.50
DS84-S		SET	2082.50
PSA615-CFM		EACH	491.30
PSA615-CFM-2		EACH	532.10

PSA615-CFM-2-P		PAIR	776.90
PSA615-CFM-2-RVC		EACH	642.60
PSA615-CFM-2-RVC-P		PAIR	889.10
PSA615-CFM-3		EACH	576.30
PSA615-CFM-3-P		PAIR	673.20
PSA615-CFM-3-RVC		EACH	673.20
PSA615-CFM-3-RVC-P		PAIR	914.60
PSA615-CFM-4		EACH	618.80
PSA615-CFM-4-P		PAIR	860.20
PSA615-CFM-4-RVC		EACH	715.70
PSA615-CFM-4-RVC-P		PAIR	958.80
PSA615-CFM-P		PAIR	732.70
PSA615-CFM-RVC		EACH	584.80
PSA615-CFM-RVC-P		PAIR	829.60
PSA615-CFS		EACH	482.80
PSA615-CFS-P		PAIR	722.50
PSA615-CFS-RVC		EACH	554.20
PSA615-CFS-RVC-P		PAIR	795.60
PSA615-JFM		EACH	504.90

PSA615-JFM-2		EACH	549.10
PSA615-JFM-2-P		PAIR	790.50
PSA615-JFM-2-RVC		EACH	644.30
PSA615-JFM-2-RVC-P		PAIR	885.70
PSA615-JFM-3		EACH	591.60
PSA615-JFM-3-P		PAIR	833.00
PSA615-JFM-3-RVC		EACH	690.20
PSA615-JFM-3-RVC-P		PAIR	928.20
PSA615-JFM-4		EACH	634.10
PSA615-JFM-4-P		PAIR	873.80
PSA615-JFM-4-RVC		EACH	731.00
PSA615-JFM-4-RVC-P		PAIR	970.70
PSA615-JFM-P		PAIR	744.60
PSA615-JFM-RVC		EACH	603.50
PSA615-JFM-RVC-P		PAIR	841.50
PSA615-JFS		EACH	498.10
PSA615-JFS-P		PAIR	739.50
PSA615-JFS-RVC		EACH	567.80
PSA615-JFS-RVC-P		PAIR	812.60
PSA615-MD		EACH	491.30

PSA615-MD2		EACH	499.80
PSA615-MD2L		EACH	511.70
PSA615-MD2L-P		PAIR	754.80
PSA615-MD2L-RVC		EACH	581.40
PSA615-MD2L-RVC-P		PAIR	826.20
PSA615-MD2-P		PAIR	741.20
PSA615-MD2-RVC		EACH	572.90
PSA615-MD2-RVC-P		PAIR	816.00
PSA615-MDL		EACH	504.90
PSA615-MDL-P		PAIR	744.60
PSA615-MDL-RVC		EACH	576.30
PSA615-MDL-RVC-P		PAIR	819.40
PSA615-MD-P		PAIR	732.70
PSA615-MD-RVC		EACH	561.00
PSA615-MD-RVC-P		PAIR	800.70
PSA615-OM		EACH	498.10
PSA615-OM-P		PAIR	739.50
PSA615-OM-RVC		EACH	567.80
PSA615-OM-RVC-P		PAIR	812.60
PSA615-RPM		EACH	482.80
PSA615-RPM-P		PAIR	722.50

PSA615-RPM-RVC		EACH	554.20
PSA615-RPM-RVC-P		PAIR	795.60
PSA615-RPS		EACH	482.80
PSA615-RPS-P		PAIR	722.50
PSA615-RPS-RVC		EACH	554.20
PSA615-RPS-RVC-P		PAIR	795.60
PSA615-SM		EACH	498.10
PSA615-SM-P		PAIR	739.50
PSA615-SM-RVC		EACH	567.80
PSA615-SM-RVC-P		PAIR	812.60
PSA802-CFM		EACH	523.60
PSA802-CFM-2		EACH	561.00
PSA802-CFM-2-P		PAIR	800.70
PSA802-CFM-2-RVC		EACH	659.60
PSA802-CFM-2-RVC-P		PAIR	902.70
PSA802-CFM-3		EACH	606.90
PSA802-CFM-3-P		PAIR	844.90
PSA802-CFM-3-RVC		EACH	703.80
PSA802-CFM-3-RVC-P		PAIR	946.90



PSA802-CFM-4		EACH	647.70
PSA802-CFM-4-P		PAIR	889.10
PSA802-CFM-4-RVC		EACH	744.60
PSA802-CFM-4-RVC-P		PAIR	987.70
PSA802-CFM-P		PAIR	759.90
PSA802-CFM-RVC		EACH	618.80
PSA802-CFM-RVC-P		PAIR	860.20
PSA802-CFS		EACH	510.00
PSA802-CFS-P		PAIR	751.40
PSA802-CFS-RVC		EACH	579.70
PSA802-CFS-RVC-P		PAIR	822.80
PSA802-JFM		EACH	532.10
PSA802-JFM2		EACH	576.30
PSA802-JFM2-P		PAIR	819.40
PSA802-JFM2-RVC		EACH	673.20
PSA802-JFM2-RVC-P		PAIR	914.60
PSA802-JFM3		EACH	618.80
PSA802-JFM3-P		PAIR	860.20
PSA802-JFM3-RVC		EACH	715.70
PSA802-JFM3-RVC-P		PAIR	958.80

PSA802-JFM4		EACH	659.60
PSA802-JFM4-P		PAIR	902.70
PSA802-JFM4-RVC		EACH	758.20
PSA802-JFM4-RVC-P		PAIR	1003.00
PSA802-JFM-P		PAIR	776.90
PSA802-JFM-RVC		EACH	629.00
PSA802-JFM-RVC-P		PAIR	872.10
PSA802-JFS		EACH	527.00
PSA802-JFS-P		PAIR	766.70
PSA802-JFS-RVC		EACH	598.40
PSA802-JFS-RVC-P		PAIR	838.10
PSA802-MD		EACH	523.60
PSA802-MD2		EACH	528.70
PSA802-MD2L		EACH	538.90
PSA802-MD2L-P		PAIR	785.40
PSA802-MD2L-RVC		EACH	613.70
PSA802-MD2L-RVC-P		PAIR	851.70
PSA802-MD2-P		PAIR	768.40
PSA802-MD2-RVC		EACH	601.80
PSA802-MD2-RVC-P		PAIR	839.80

PSA802-MDL		EACH	532.10
PSA802-MDL-P		PAIR	776.90
PSA802-MDL-RVC		EACH	606.90
PSA802-MDL-RVC-P		PAIR	844.90
PSA802-MD-P		PAIR	759.90
PSA802-MD-RVC		EACH	591.60
PSA802-MD-RVC-P		PAIR	833.00
PSA802-OM		EACH	527.00
PSA802-OM-P		PAIR	766.70
PSA802-OM-RVC		EACH	598.40
PSA802-OM-RVC-P		PAIR	838.10
PSA802-RPM		EACH	510.00
PSA802-RPM-P		PAIR	751.40
PSA802-RPM-RVC		EACH	579.70
PSA802-RPM-RVC-P		PAIR	822.80
PSA802-RPS		EACH	510.00
PSA802-RPS-P		PAIR	751.40
PSA802-RPS-RVC		EACH	579.70
PSA802-RPS-RVC-P		PAIR	822.80
PSA802-SM		EACH	527.00
PSA802-SM-P		PAIR	766.70

PSA802-SM-RVC		EACH	598.40
PSA802-SM-RVC-P		PAIR	838.10
QSA615-CFM		SET	1215.50
QSA615-CFM-2		SET	1256.30
QSA615-CFM-2-RVC		SET	1354.90
QSA615-CFM-3		SET	1300.50
QSA615-CFM-3-RVC		SET	1399.10
QSA615-CFM-4		SET	1343.00
QSA615-CFM-4-RVC		SET	1439.90
QSA615-CFM-RVC		SET	1317.50
QSA615-CFS		SET	1208.70
QSA615-CFS-RVC		SET	1276.70
QSA615-JFM		SET	1225.70
QSA615-JFM2		SET	1268.20
QSA615-JFM2-RVC		SET	1370.20
QSA615-JFM3		SET	1317.50
QSA615-JFM3-RVC		SET	1411.00
QSA615-JFM4		SET	1354.90
QSA615-JFM4-RVC		SET	1451.80
QSA615-JFM-RVC		SET	1326.00
QSA615-JFS		SET	1220.60
QSA615-JFS-RVC		SET	1295.40
QSA615-MD		SET	1215.50
QSA615-MD2		SET	1222.30
QSA615-MD2L		SET	1237.60
QSA615-MD2L-RVC		SET	1305.60
QSA615-MD2-RVC		SET	1297.10
QSA615-MDL		SET	1225.70
QSA615-MDL-RVC		SET	1300.50
QSA615-MD-RVC		SET	1285.20

QSA615-OM		SET	1220.60
QSA615-OM-RVC		SET	1295.40
QSA615-RPM		SET	1208.70
QSA615-RPM-RVC		SET	1276.70
QSA615-RPS		SET	1208.70
QSA615-RPS-RVC		SET	1276.70
QSA615-SM		SET	1220.60
QSA615-SM-RVC		SET	1295.40
OC-ENT-1C	Ocularis 5.0 Enterprise Camera License	EA	200.93
OC-ENT-1C-SMA-E-I	Ocularis Enterprise Camera License SMA 1st Year	EA	32
OC-ENT-1C-SMA-E-R	Ocularis Enterprise Camera License SMA Renewal	EA	34.95
OC-ENT-B-SMA-GC-E-R	Ocularis Enterprise Base SMA GetCurrent 1Y Renewal	EA	184.63
FPO75/150-C8E2	Dual Voltage Power Supply 4AMP@12VDC/6AMP@24VDC	EA	684.62
01273-001	2N® Helios IP Verso - IP Intercom with Camera	EA	1586.23
01289-001	Verso Frame for IP Intercom brushed stainless	EA	104.62
01337-001	IP Force Intercom HD Camera 1 Button	EA	2038.69
VE-5x5-PNL	Stainless steel mounting reader back box	EA	170.02
VE-GNP	Gooseneck Pedestal Keypad Support Arm	EA	242.88
PACE1PRMT	IP & PoE Extenders RJ45	EA	478.45
PACE1ST	Ethernet Transceiver 1 port PoE RJ45	EA	226.17
PACE8PRM	8CH IP Extender Receiver 100MBPS	EA	1548.35
SlideSmart DC 15	SlideSmart DC 15, 1/2 HP Slide Operator	EA	3641.54
ME110-25-06-C-T2	Gate Edge, Ch Mt, 6' 10k Resistive, 2 wire	EA	136.65
E3K-R10K4-NR	Photoelectric Gate Sensor 24-240V AC/DC	EA	236.09
COV-E3K	Protective Cover for E3K Photo Eye	EA	62.02
WEL-200K	WEL-200K Wireless Edge Trans & Rec Kit	EA	392.57
WEL-200T	WEL-200T Wireless Edge Link (Transmitter Only)	EA	182.26
WEL-200R	Wireless Edge Link Receiver Only	EA	272.72
CP-4-200	Exit Probe w/ 200' Cable (5 Wire)	EA	341.88
CP-4-100	Exit Probe w/ 100' Cable (5 Wire)	EA	267.09
EBRIDGE200WPM	EoC or Longe Range Ethernet 2 Port Transceiver	EA	476.78
eBridge4CR	4 Output Ethernet/Coax Recevier	EA	607.69

eBridge1CT	Single Camera Ethernet/Coax Transceiver	EA	148.23
eBridge1CRT	Single Camera Ethernet/Coax Transceiver & Receiver	EA	276.14
Mileage	Mileage	per mile	0.655
Trip Charge	Trip Charge	EA	50
Fuel Charge	Fuel Charge	EA	5
Miscellaneous Electrical	Miscellaneous Electrical	EA	55
Percentage discount list to be provided by Contractor for additional Items, or related-items, not listed on the Equipment Parts List And Cost Document, but may be realized are needed at a later point in time. Enter Percentage Discount Off Contractor's List Cost. <b>Camtek can always provide an invoice with our cost on it, it is much easier for us to mark up 15% from our cost.</b>			<b>15% percent markup from Contractor Cost</b>
Percentage discount off Contactor's list cost. Any invoice containing a line item in which Supplier's percentage discount off Contractor's list cost has been applied, the Contractor is required to state on the invoice the actual cost the Contractor had incurred prior to Contractor's percentage discount off Contractor's list cost has been applied, to equate to amount being invoice. The City reserves the right to request copies of any invoices that the Contractor had received to verify Contractor's cost incurred, prior to Contractor's mark-up being applied. <b>Camtek will use the contractor cost + 15% for any items not on the price list.</b>			Acknowledge and agree
Percentage Discount will remain unchanged throughout the life of the contract.			
Should Contractor not provide percentage off discount for additional Items, or related-items, not listed on the Equipment Parts List And Cost Document, but may be realized are needed at a later point in time. Contractor shall then provide Percentage Markup Above Contractor's Cost. Enter Percentage Markup Above Supplier cost here.			15% percentage markup from Contractor Cost
Percentage Markup Above Contractor's Cost. Any invoice containing a line item in which Contractor's percentage mark has been applied, the Contractor is required to state on the invoice the actual cost the Contractor had incurred prior to Contractor's percentage markup above cost being applied, to equate to amount being invoice. The City reserves the right to request copies of any invoices that the Supplier had received to verify Contractor's cost incurred, prior to Supplier's mark-up being applied.			Acknowledge and agree
Percentage Markup will remain unchanged throughout the life of the contract, to include any renewal/options.			
Bidder is aware if it does not offer either a PERCENTAGE OFF DISCOUNT or PERCENTAGE MARK UP, then resulting contract will only be used to procure items listed on Equipment Parts List And Cost Document. items listed on VB – Equipment Parts List And Cost Document. <b>Camtek chooses to use contractor cost + 15% markup for any pricing not on the price list.</b>			15% percentage markup from Contractor Cost

## BID BOND

We, Camtek, Inc. as Principal,  
and The Ohio Casualty Insurance Company as Surety,  
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal  
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the  
payment of which we jointly and severally bind ourselves, and our legal representatives and  
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make  
timely award to the Principal for the PURCHASE, INSTALL, REPAIR, and UPGRADES OF  
SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed,  
according to the terms of the bid made by the Principal; and the Principal shall, within the  
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to  
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full  
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on November 13, 2023

AS PRINCIPAL

Camtek, Inc.

By: Denise Stephenson

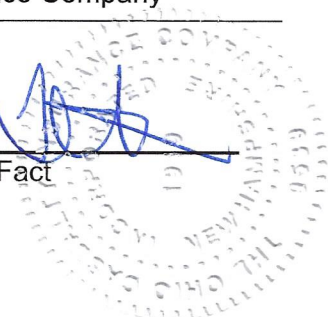
Title: President

A valid POWER OF  
ATTORNEY must  
accompany this bond.

The Ohio Casualty Insurance Company  
AS SURETY

By: Peggy A. Firth

Peggy A. Firth Attorney in Fact







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8209639-023060**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, George C. Schroeder; Lauren E. Richardson; Nicholas W. Paget; Peggy A. Firth; Shawn M. Wilson; Shelly Donovan

all of the city of Spokane state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 20th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of November, 2023.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary





## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 01/8/2024

**Committee Agenda type:** Consent

**Date Rec'd**

12/27/2023

**Clerk's File #**

OPR 2024-0047

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 01/29/2024

**Submitting Dept**

POLICE

**Project #**

**Contact Name/Phone**

MIKE MCNAB 835-4514

**Bid #**

**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART JBINGLE

**Agenda Item Name**

0680 - INTERLOCAL AGREEMENT FOR POLICE SERVICES AT STA PLAZA

### **Agenda Wording**

Spokane Transit Authority (STA) and the Spokane Police Department (SPD) have had a longstanding partnership in providing a safe and secure environment in downtown Spokane, specifically around the STA Plaza located at 701 W. Riverside Ave.

### **Summary (Background)**

SPD will assign an officer that will perform general patrol functions in and around the Plaza. Hours of service will be mutually agreed upon by SPD Downtown Precinct Captain and STA Security Manager and SPD will be reimbursed at a flat hourly rate of \$67.14/hour. Staffing this detail may vary depending on the staffing needs of the Spokane Police Department or by agreement of the parties.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ N/A

Current Year Cost

\$ N/A

Subsequent Year(s) Cost

\$ N/A

### **Narrative**

Reimbursement agreement between parties. No additional cost will be incurred by SPD by entering this agreement. Staffing will be assigned dependent on staffing levels and availability. Estimated annual reimbursed - \$35,000.

**Amount**

**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	January 8 <sup>th</sup> , 2024
<b>Submitting Department</b>	Police
<b>Contact Name</b>	Mike McNab
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 835-4514
<b>Council Sponsor(s)</b>	<u>CM Cathcart and CM Bingle</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Interlocal Agreement for police services at STA Plaza
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Spokane Transit Authority (STA) and the Spokane Police Department (SPD) have had a longstanding partnership in providing a safe and secure environment in downtown Spokane, specifically around the STA Plaza located at 701 W. Riverside Ave.</p> <p>SPD will assign an officer that will perform general patrol functions in and around the Plaza. Hours of service will be mutually agreed upon by SPD Downtown Precinct Captain and STA Security Manager and SPD will be reimbursed at a flat hourly rate of \$67.14/hour. Staffing this detail may vary depending on the staffing needs of the Spokane Police Department or by agreement of the parties.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>N/A</u> Current year cost: N/A Subsequent year(s) cost: N/A  <b>Narrative:</b> <u>Reimbursement agreement between parties. No additional cost will be incurred by SPD by entering this agreement. Staffing will be assigned dependent on staffing levels and availability. Estimated annual reimbursed - \$35,000.</u>  <b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
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?

INTERLOCAL AGREEMENT OPR 2024-0047

FOR SPOKANE POLICE DEPARTMENT PLAZA POLICE SERVICES

This Interlocal Agreement ("Agreement") is between the City of Spokane ("City"), a Washington State municipal corporation, and the Spokane Transit Authority ("STA"), a Washington State municipal corporation and public benefit transportation area; individually referred to as "Party" and jointly referred to as the "Parties".

WHEREAS, STA and the Spokane Police Department ("SPD") have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA desires to continue to support the effort of the City and the SPD to increase the availability and visibility of SPD officers at STA's downtown transit center, located at 701 W. Riverside Avenue, Spokane, WA ("The Plaza"); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Transit Officers ("STA Officers") located in and around The Plaza helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided at The Plaza and to assist in furthering law enforcement efforts in the areas immediately surrounding The Plaza; and

WHEREAS, Chapter 39.34 RCW, Washington's Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE, TERMS & CONDITIONS.

The purpose of this Agreement is to enable the City and STA to establish a dedicated, full-time SPD police officer presence at The Plaza and to support law enforcement efforts for the benefit of the public in and around the immediate vicinity of The Plaza, under the following terms and conditions:

1. SPD Officer. SPD shall assign an officer to The Plaza to perform general patrol functions in and around the Plaza Service Area described in 1(F), herein. A SPD officer will be assigned to and based out of The Plaza for up to eight (8) hours each day during The Plaza hours of operation, Monday through Friday, for the term of this Agreement. Hours of the officer's shift will be mutually agreed upon by the SPD Downtown Precinct Captain and the STA Security Manager, or their designee, and may vary with the staffing needs of the Spokane Police Department or by agreement of the parties.

2. Service Logs. In order to properly account for the hours SPD officer(s) are providing services under this Agreement, SPD officers shall utilize the Service Log located at the Plaza Customer Service Desk (1<sup>st</sup> Floor) to track all hours worked. SPD officers shall sign in and out of the Service Log upon commencement and completion, respectively, of performing services under this Agreement. STA shall maintain and control the Service Log, and reserves the right to confirm any and all invoices received from the City for services performed under this Agreement, in accordance with Section 3, herein.
  3. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD officer.
  4. Office and Supportive Facilities. STA shall provide SPD with administrative workspace in the STA Plaza Security Office for the assigned officer and a total of four (4) parking spaces for marked SPD vehicles in The Plaza garage. Provision of the parking spaces is contingent upon the continued operation of the SPD Downtown Precinct at 710 W. Riverside Ave., Spokane, WA.
  5. Plaza Service Area. The Plaza Service Area is defined as: The Plaza, the STA boarding bays surrounding The Plaza, including boarding/alighting bays located in the 600, 700 and 800 blocks of West Riverside and West Sprague Avenues, including both North and South sides of West Riverside Avenue, and on the East side of Post Street and on both sides of Wall Street, between Riverside and Sprague Avenues, or at other locations as mutually agreed upon in writing by both Parties.
  6. Adherence to City Policy and Procedures. While providing services pursuant to this Agreement, the SPD Officer is obligated to discharge all duties of his or her office and to adhere to SPD policy and procedures at all times.
  7. Duty to City. The SPD officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations. The Parties acknowledge that SPD Officers based at The Plaza may sometimes need to be dispatched to calls outside of the assigned Plaza Service Area based on SPD's call prioritization system and/or emergency law enforcement needs.
  8. Communication. STA Transit Officers shall have direct communication with the SPD's Downtown Precinct. SPD shall respond to such calls in accordance with precinct priorities.
2. TERM. This Agreement shall commence January 1, 2024, and continue through December 31, 2024, unless terminated earlier in accordance with Section 9 herein.
  3. COMPENSATION. As full compensation for everything furnished and performed under this Agreement, STA shall pay the City an hourly rate of \$67.14 (sixty-seven dollars and fourteen cents) for each hour worked, or portion thereof, in one-quarter (1/4) hour increments, not to exceed a total of 2,080 hours or a maximum of \$140,000.00 (one hundred forty thousand dollars and zero cents) per calendar year for which SPD officers provide services under this Agreement.
  4. PAYMENT. The City shall submit monthly applications for payment addressed to the address specified in Section 6 herein. In its monthly applications, the City shall certify the hours for services performed under this Agreement. Payment to the City will be made by check within thirty (30) days of receipt of the City's monthly application and certification of hours, to the remittance address specified in Section 6 herein.

5. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

City of Spokane	Spokane Transit Authority
Justin Lundgren Interim Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:jlundgren@spokanepolice.org">jlundgren@spokanepolice.org</a> P: (509) 625-4115	Nancy Williams Chief Human Resources Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:nwilliams@spokanetransit.com">nwilliams@spokanetransit.com</a> P: (509) 325-6081

6. NOTICES. All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of a read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Contracts Compliance Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:contracts@spokanetransit.com">contracts@spokanetransit.com</a> P: (509) 325-6062
Remittance Address:  Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable:  Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

7. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

- A. The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.
- B. STA shall maintain:
  - 1. General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
  - 2. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
  - 3. Workers' Compensation Insurance in compliance with Chapter 51.12.020 RCW, 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 per occurrence.
- C. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

8. INDEMNIFICATION.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 6 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.



10. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.
11. VENUE. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
12. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
14. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
15. SEVERABILITY. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
19. RCW 39.34 REQUIRED CLAUSES.
  - A. Purpose. See Section 1 above.
  - B. Duration. See Section 2 above.
  - C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
  - D. Responsibilities of the Parties. See provisions above.

- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and STA shall file this Agreement in its usual fashion.
- F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See Section 9 above.
- H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signatures on the following page]

20. **SIGNATURES.** The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

**City of Spokane**

**Spokane Transit Authority**

\_\_\_\_\_  
By:  
Title: Mayor

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer

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

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

\_\_\_\_\_  
By: Craig Meidl  
Title: Chief of Police

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

Attest:

Attest:

\_\_\_\_\_  
By: Terri Pfister  
Title: City Clerk

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By:  
Title: City Attorney

\_\_\_\_\_  
By:  
Title: STA Attorney

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

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



# Agenda Sheet for City Council Meeting of: 07/10/2023

<b>Date Rec'd</b>	2/15/2023
<b>Clerk's File #</b>	OPR 2023-0246
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2022-0777
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	TOM WILLIAMS 7002
<b>Contact E-Mail</b>	TMWILLIAMS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1970 SREC SERVICE LEVEL AGREEMENT

## **Agenda Wording**

Council to adopt the Service Level Agreement proposed by Spokane Regional Emergency Communications for the dispatch of fire related emergency services.

## **Summary (Background)**

The City of Spokane recently contracted with Spokane Regional Emergency Communications department for the dispatch of Fire related emergency services. A standard level of services agreement was presented and has been reviewed by legal and Spokane Fire Department. City Council will need to review and affirm the contract before it can be signed by both parties.

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

Expense	\$ 150,000 month	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

## **Approvals**

**Dept Head** SCHAEFFER, BRIAN

**Division Director** SCHAEFFER, BRIAN

**Finance** SCHMITT, KEVIN

**Legal** HARRINGTON,  
MARGARET

**For the Mayor** PERKINS, JOHNNIE

## **Additional Approvals**

**Purchasing** lsmithson@spokanecity.org  
kschmitt

## **Council Notifications**

**Study Session\Other** 1/23/23 Committee Meeting

**Council Sponsor** Council Members  
Cathcart and Bingle

## **Distribution List**

Lori.Markham@srec911.org

tmwilliams@spokanecity.org

bschaeffer@spokanecity.org

lsmithson@spokanecity.org

kschmitt

## **SERVICE LEVEL AGREEMENT REGARDING EMERGENCY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2022 by and between the Spokane Regional Emergency Communications, a Public Development Authority created pursuant to RCW 35.21.730-759 (hereinafter, "PROVIDER") and the City of Spokane, a political subdivision of the State of Washington (hereinafter, "RECIPIENT").

### RECITALS

WHEREAS, chapter RCW 39.34.080 authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

WHEREAS, the RECIPIENT desires to have certain fire dispatch emergency communications services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise and equipment where required, to perform the services set forth in this Agreement; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

### OPERATIVE PROVISIONS

#### 1. SERVICES.

1.1 Provider Services. The PROVIDER shall perform, within the boundaries of the RECIPIENT, the fire dispatch emergency communications services described in Exhibit "A" attached hereto and by this reference incorporated and made part of this Agreement ("SERVICES").

1.2 Provider Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Agreement.

#### 2. COMPENSATION, TIME OF PAYMENT.

2.1 Compensation. The RECIPIENT shall compensate the PROVIDER for the SERVICES according to the User Fee Formula as recommended by the Fire Service Communication Advisory Board and approved by the SREC Governing Board.

2.2 Time of Payment. RECIPIENT shall pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Agreement and the second no later than November 1 of each year of the Agreement.

3. DURATION OF AGREEMENT AND FUTURE SUPPORT.

3.1 Term. The term of this Agreement and the performance of the parties shall commence January 1, 2023, and shall continue unless and until terminated by either party as provided in Section 7 hereof.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Agreement.

4. RELATIONSHIP OF PARTIES.

4.1 No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose under this Agreement. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

5. ASSIGNMENT AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Agreement without the written consent of the RECIPIENT, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENT.

6. LIMITATION OF LIABILITY AND HOLD HARMLESS.

6.1 The PROVIDER shall protect, defend, indemnify, and hold harmless the RECIPIENT, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The PROVIDER will not be required to indemnify, defend, or save harmless the RECIPIENT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the RECIPIENT. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

6.2 The RECIPIENT agrees to protect, defend, indemnify, and hold harmless the PROVIDER its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The RECIPIENT will not be required to indemnify, defend, or save harmless the PROVIDER if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused

by the sole negligence of the PROVIDER. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 6.3 The PROVIDER and RECIPIENT agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any PROVIDER or RECIPIENT employees or agents while performing work authorized under this Agreement. For this purpose, the PROVIDER and RECIPIENT, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 6.4 These indemnifications and waiver shall survive the termination of this Agreement.
- 6.5 No officer or employee of the RECIPIENT or the PROVIDER shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

7. TERMINATION OF AGREEMENT AND CLOSE OUT.

- 7.1 Termination. Either party reserves the right to terminate this Agreement in whole or in part at any time, with or without cause, by giving at least six (6) months' notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.
- 7.2 Close-Out. In the event that this Agreement is terminated in whole or in part for any reasons, the following provisions shall apply:
  - 7.2.1 Upon written request by the PROVIDER, the RECIPIENT shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.
  - 7.2.2 The PROVIDER shall immediately refund to the RECIPIENT any monies paid in advance for SERVICES not performed.

8. NOTICE. Whenever in this Agreement it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

PROVIDER

Spokane Regional Emergency Communications  
Attn: Executive Director  
1620 N. Rebecca Street  
Spokane, WA 99217  
Phone: (509) 532-8911  
Email: Lori.Markham@srec911.org

RECIPIENT

Fire Service Agency Spokane Fire Department  
Attn: Brian Schaeffer  
44 West Riverside Ave  
Spokane, WA 99201  
509-625-7000  
bschaeffer@spokane-fire.org

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.



10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Agreement, including Exhibit "A," is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

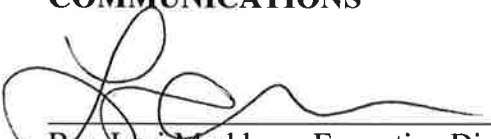
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing Board. Further, upon reasonable request by the RECIPIENT's City Attorney, PROVIDER shall provide, within thirty (30) days or longer time if reasonably necessary to respond to such request, audio recordings of calls and dispatch transmissions for SERVICES provided to the RECIPIENT.

PROVIDER:

RECIPIENT:

**SPOKANE REGIONAL EMERGENCY  
COMMUNICATIONS**

**CITY OF SPOKANE**

  
By: Lori Markham, Executive Director

  
By:

## **EXHIBIT "A"**

### **Description of Services**

**SERVICES by PROVIDER for RECIPIENT shall be defined as:**

- (1) 911 Emergency Call Taking;
- (2) Fire/EMS Dispatching; and
- (3) Radio Network devices and system support.

### **DEFINITIONS**

"CAD" means Computer Aided Dispatch

"CFS" means Call for Service

"EMS" means Emergency Medical Service(s)

"Incident" means when a CFS is assigned a responding unit within CAD

"PSAP" means Public Service Answering Point

### **SERVICES**

#### **1. 911 Emergency Call Taking**

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

#### **2. Fire Dispatching (created from Baseline Level of Service Documentation and the current CCC ILA)**

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI's), and pre-arrival instructions (PAI's) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI's require the Dispatcher to remain on the phone until EMS units arrive on scene.
- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
  - Structure Fire calls.
  - Brush Fire calls.

- Hazmat calls.
- Rescue calls (Tech, Water, and Extrication).
- Motor vehicle accidents.
- MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.
- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate amount of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.
- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.

- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.

Dispatcher must have proficiency in external software, data bases, including, but not limited to: County Assessor Site, Hiplink – Paging system, Alert Spokane (CodeRED), ACCELA.

When Staffing allows, Dispatchers will provide radio communication for drills and training in the field.

For Fire Supervision, Supervisors will:

- Be responsible for monitoring and assisting shift staff.
- Covers breaks for FCS, assist with phone calls and radio traffic as needed.
- Create and input locations into CAD.
- Provide quality oversight to include QA/QI of at least 7 EMS incidents a shift utilizing the Priority Dispatch Aqua System. They will provide feedback and assistance to the responsible Dispatcher with each review.
- Receive and process requests from the state fire marshal for state mobilizations.
- Fill the request for mobilizations by notifying the various fire districts and departments within the counties supported by Northeast Region.
- Coordinate with NEWICC dispatch to meet needs and fill resources for any Department of Natural Resources (DNR), Bureau of Land Management, Forest Service or special agency needs.
- Interact with the public regarding questions and concerns.
- Perform CAD maintenance as requested by Admin staff or Fire agencies served by the CCC.
- Provide public records requests and routine data inquiries for fire investigators, chiefs, and responders based on request for all fire agencies to include researching calls and providing detailed information on what occurred at time of call both on the phone and through CAD.
- Manage Fire Resources County wide during large events, working with administration and the Fire Area Coordinator.
- Oversee County Resource Deployment Coverage and move-up resources on a daily basis.
- Maintain necessary call back lists and call back of personnel.

- Have an intimate knowledge of the Spokane County Fire Resource Plan (SCFRP), Northeast Region, and Washington State mobilization Plans in order to be able to execute required response procedures.
- Conduct appropriate announcements via paging system.
- Monitor weather conditions and make notifications when necessary.
- Research and provide monthly statistics for all Fire Agencies.
- Coordinate with Disaster Medical Control Center (DMCC) for the tracking and transportation of patients to the appropriate facility and method during a Mass Casualty Incidents.
- Maintain the “big operational picture” for the shift to ensure resources available match the need for the safety of the responders and public.

#### **Staffing:**

Dispatchers ensure that all four main Fire Channels and Operational Talkgroups are monitored 24/7. A minimum of two Fire Dispatchers will be on the floor at all times. When staffing allows, all training and supplemental Talkgroups will be monitored.

#### **Training/Hiring:**

Dispatchers create and maintain current training documents for incoming trainees and adhere to a strict training program. Training Officers instruct and observe trainees in each phase of progression. Training phases are set up to cover all of the above tasks and requirements to become a dispatcher.

#### **The Fire Service Communication Advisory Board (RECIPIENT):**

the RECIPIENT shall provide oversight, review and direction to PROVIDER on the policies and operations of PROVIDER in regards to fire and EMS calls. PROVIDER recognizes the authority of the RECIPIENT.

Each Fire Operations Group Member (“Member”) shall have one (1) vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the RECIPIENT.

#### **Authority, Duties and Responsibilities of RECIPIENT:**

The authority, duties and responsibilities of the RECIPIENT shall be as follows:

- (a) Review the level of service provided by PROVIDER and assure that it complies.
- (b) Assure that established performance criteria are being met.

- (c) By an affirmative vote by a *two-thirds majority* of the RECIPIENT, it may, subject to the concurrence of the PROVIDER Board.
  - (1) Establish or modify performance criteria to measure the type and level of service, or;
  - (2) Alter or amend the type and level of service.
- (d) Ensure that staffing levels outlined in this Agreement are met by PROVIDER.
- (e) Review staffing levels to determine if staffing needs are appropriate.
- (f) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the RECIPIENT
- (g) Establish procedures for meetings, including the meeting agenda.
- (h) Provide guidance for a backup communications center to PROVIDER.
- (i) In cooperation/ coordination with the Radio shop, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system as a whole.

**RECIPIENT may:**

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the PROVIDER Board.
- (b) Create an operations committee or other working committees. All committees created by the RECIPIENT shall be subordinate to, and subject to the direction of the RECIPIENT.
- (c) Request staff assistance from PROVIDER.

**The Fire Service Communications Advisory Board Members:**

RECIPIENT will be comprised of a representative of each of the 15 fire agencies.

A quorum is comprised of at least eight (8) members to always include:

One (1) representative of each of the four (4) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) additional votes from any of the remaining eleven (11) agencies. The four (4) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the four (4) Members with the greatest average emergency incident volume will

be made by December 1 of each third (3<sup>rd</sup>) year so that representatives can be named for the next three (3) year term.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the RECIPIENT shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of RECIPIENT shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the RECIPIENT, the make-up of the RECIPIENT may be modified.

#### **RECIPIENT Meetings:**

RECIPIENT shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the RECIPIENT will set the agenda for each meeting, provided that the PROVIDER Executive Director/Deputy Director may place any item on the agenda. Items may be placed on the agenda by any Member in accordance with adopted meeting procedures.

RECIPIENT shall meet regularly and will determine its own meeting schedule. The RECIPIENT may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

#### **Contracting Agency Responsibilities:**

Member shall provide to PROVIDER, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.



- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the Fire Service Communications Advisory Board, and be subject to remedies prescribed by the Fire Service Communications Advisory Board for breach of policy or procedure.

### **Cooperative Development Requirements:**

All Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the RECIPIENT:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the RECIPIENT shall be subject to the acceptance of all Members, and shall be presented to them by the RECIPIENT for that action.

### **3. Radio Network devices and system support:**

PROVIDER agrees to:

- Provide, manage, and support 24/7 emergency communications systems for first responders.
- Operate, maintain and upgrade communications tower sites.
- Maintain buildings, towers and antenna, radio equipment, microwave backhaul equipment, battery systems, generators, security equipment, and grounds for all facilities and systems.
- Provide, maintain, program, repair, and replace communications radios (portables and mobiles) for law enforcement and fire agencies. Approximately 4200 subscriber units in total.
- Operate, maintain and upgrade Microwave backhaul systems.
- Provide infrastructure backhaul for City of Spokane, Washington State Patrol (WSP), Kootenai County, and Stevens County emergency communications equipment.
- Provide backhaul of 911 phone circuits to the City of Cheney.

- Provide, maintain and upgrade the County Wide Paging System utilized by Spokane and Kootenai counties. This system is utilized as the primary and initial means of incident notification for all fire agencies responders.
- Provide and maintain Fire Station Alerting (FSA) system via the Motorola system to include basic trouble shooting analysis. Fire agencies are responsible for the installation and maintenance of FSA systems.
- Provide, maintain, and upgrade the radio and telephone recording system utilized by fire dispatch, law dispatch, and 911.
- Maintain communications systems, frequencies, licensing, and radio equipment in accordance with federal law under the Federal Communications Commission 47 C.F.R. Part 90.
- Provide, maintain and coordinate radio frequencies for all first responders within Spokane County.
- Facilitate and coordinate interoperability with multiple local, regional, state and federal agencies. This includes both law enforcement and fire. See exhibit A.
- Provide and maintain multi-band wide area radio systems for local, state, and national interoperability as directed by the Department of Homeland Security.
- Provide and maintain equipment for interoperability with the Department of Defense for disasters and national security.
- Operate Maintain and Upgrade 4.9GHz wireless system for city / county network backhaul.
- Provide microwave transport of Spokane City / Spokane County network to outlying Scope stations, fairgrounds, Spokane Parks, waste transfer stations, SCRAPS and Spokane County Fire District 9 fire stations.
- Provide communications equipment and support (including a technician for deployment as needed) for Department of Emergency Management Region 9. Includes Mobile Command Vehicle (MCV) and other vehicles deployed in the region.
- Provide, maintain, program, and repair dispatch consoles for the City of Spokane, Spokane County, City of Cheney, Spokane International Airport, City / County Jail, and Geiger Corrections.
- Provide, maintain, and repair regional law enforcement aircraft communications operated by the Spokane Sheriff Department. Coordinate multi-state communications.

- Provide equipment, maintain, repair, and support regional Emergency Alert System (EAS).
- Represent the region for the Federal Communications Commission National Public Safety Planning Advisory Committee (NPSPAC) Region 43.
- Provide and maintain emergency cache radios utilized for local and regional large incidents, emergencies, and planned events. This includes incidents such as large fires, ice storms, and windstorms, any other large scale natural disasters, Bloomsday, and HoopFest.
- Provide interoperability options to private agencies such as American Medical Response, hospitals, Gonzaga campus, power companies, etc.
- Provide and support communications for large events such as Bloomsday, Hoopfest, etc.
- Support the region with emergency mountain top communications equipment or staff in the event of a major communications failure.
- Coordinate with regional agencies to provide emergency communications in the event of radio system failure. This is reciprocal cooperation.
- Provide radio system and dispatch statistics.
- Adjust system and subscriber settings to maximize radio system capacity and efficiency.
- Monitor and advise on new technologies, equipment, and regulations (FirstNet, IP based radio, etc.).
- Provide guidance and technical service for interfaces to the radio system. This includes items such as CAD, Locution FSA, Geolocation, etc.
- Establish and provide for a backup communications center to PROVIDER primary center.



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/24/2024

**Clerk's File #**

OPR 2024-0068

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/05/2024

**Submitting Dept**

HOUSING & HUMAN SERVICES

**Project #**

**Contact Name/Phone**

KERI 6577

**Bid #**

**Contact E-Mail**

KCEDERQUIST@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

ZZAPPONE KKLITZKE JBINGLE

**Agenda Item Name**

1680- HOMELESS, HOUSING, OPERATIONS, & SERVICES (HHOS) FUNDING

### **Agenda Wording**

HHOS Funding Allocation FY 2024-2027, CHHS receives funds from WA State Dept of Commerce Consolidated Homeless Grant/Housing and Essential Needs, HUD Emergency Shelter Grant, local Human Services and local Homeless Housing Assistance Act.

### **Summary (Background)**

CHHS released the 2023 Notice of Funding Availability on 9/8/23 and issued a request for proposal. An estimated \$7.6 million annually in federal, state, and local funds is allocated with a proposed contract term of 3 years (7/1/24-6/30/27) which aligns with the Commerce funding cycle. The RFP closed 10/13/23, 36 applications were received and a total of \$18.9 million was requested.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 1,785,039

Current Year Cost \$ 1,785,039

Subsequent Year(s) Cost \$ 5,355,117

### **Narrative**

Funds from multiple sources \$990,000 from County HHAA, \$278,615 HUD ESG, \$3,740,000 Commerce HEN, \$895,063 Commerce CHG, \$1,785,039 City HSG per year for a three year period, see briefing paper for additional information

### **Amount**

### **Budget Account**

Expense \$ 990,000

# 1540-95570-65410-54201-99999

Expense \$ 278,615

# 1540-95573-65410-54201-99999

Expense \$ 3,740,000

# 1540-95572-65410-54201-99999

Expense \$ 895,063

# 1540-95571-65410-54210-99999

Expense \$ 1,785,717

# 0300-53010-65410-54201-99999

Select \$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	SWEET, HEATHER	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	JONES, GARRETT		
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	kcederquist@spokanecity.org
aschooley@spokanecity.org	rculton@spokanecity.org
dnorman@spokanecity.org	kclifton@spokanecity.org
sbrown@spokanecity.org	

# Committee Agenda Sheet

**\*Select Committee Name\***

<b>Submitting Department</b>	Community, Housing, and Human Services															
<b>Contact Name</b>	Keri Cederquist, Program Professional															
<b>Contact Email &amp; Phone</b>	<a href="mailto:kcederquist@spokanecity.org">kcederquist@spokanecity.org</a> , 509-625-6577															
<b>Council Sponsor(s)</b>																
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 15 min															
<b>Agenda Item Name</b>	Homeless, Housing, Operations, and Services (HHOS) Funding Allocation FY2024-2027															
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Community, Housing, and Human Services (CHHS) Department receives funds from the Washington State Department of Commerce Consolidated Homeless Grant/Housing and Essential Needs (CHG/HEN), HUD Emergency Shelter Grant (ESG), local Human Services (HSG) and local Homeless Housing Assistance Act (HHAA) which are combined into a single grant opportunity to fund projects that advance the 2020-2025 Spokane City/County Strategic Plan to Prevent and End Homelessness.</p> <p>CHHS released the 2023 Notice of Funding Availability (NOFA) on September 8, 2023, and issued a Request for Proposals (RFP) to the public seeking projects that support the Strategic Plan, as well as align with data-driven funding priorities informed by the 2023 CHHS community needs survey. An estimated \$7.6 million annually in federal, state, and local funds is allocated with a proposed contract term of 3 years (July 1, 2024-June 30, 2027), which aligns with the Commerce funding cycle.</p> <p>The RFP closed Oct. 13, 2023. Thirty-six applications were received and a total of \$18.9 million was requested. Members and additional participants of the Evaluation and RFP Committee of the CHHS Board were assigned applications grouped by funding source and reviewed the application packets, including staff reviews, and scored each project over the course of 4 weeks.</p> <p>The CHHS RFP Committee recommends the following projects for HHOS 3-year investments:</p> <table border="1"> <thead> <tr> <th>Project</th><th>Rec.</th><th>Source</th></tr> </thead> <tbody> <tr> <td>Volunteers of America: Crosswalk Emergency Shelter (Youth)</td><td>\$ 100,000</td><td>County HHAA</td></tr> <tr> <td>Transitions: Emergency Shelter, Transitional Housing</td><td>\$ 209,183</td><td>County HHAA</td></tr> <tr> <td>Volunteers of America: Transitional Housing (Individuals)</td><td>\$ 112,524</td><td>County HHAA</td></tr> <tr> <td>Washington Tenants' Union: Supportive Services</td><td>\$ 355,000</td><td>County HHAA</td></tr> </tbody> </table>	Project	Rec.	Source	Volunteers of America: Crosswalk Emergency Shelter (Youth)	\$ 100,000	County HHAA	Transitions: Emergency Shelter, Transitional Housing	\$ 209,183	County HHAA	Volunteers of America: Transitional Housing (Individuals)	\$ 112,524	County HHAA	Washington Tenants' Union: Supportive Services	\$ 355,000	County HHAA
Project	Rec.	Source														
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Volunteers of America: Transitional Housing (Individuals)	\$ 112,524	County HHAA														
Washington Tenants' Union: Supportive Services	\$ 355,000	County HHAA														

	Salvation Army: Transitional Housing (Families)	\$ 95,566	County HHAA
	Family Promise: Emergency Shelter (Families)	\$ 117,727	County HHAA
	<b>HHAA total:</b>	<b>\$ 990,000</b>	
	Youth-Family-Adult Connections: Emergency Shelter (Youth)	\$ 22,700	HUD ESG
	Transitions: Day Shelter	\$ 63,915	HUD ESG
	SNAP Street Outreach	\$ 96,000	HUD ESG
	Salvation Army: Transitional Housing (Families)	\$ 96,000	HUD ESG
	<b>ESG total:</b>	<b>\$ 278,615</b>	
	Goodwill HEN	\$ 3,740,000	Commerce HEN
	<b>HEN total:</b>	<b>\$ 3,740,000</b>	
	SNAP Rapid Rehousing	\$ 162,500	Commerce CHG
	Transitions: Emergency Shelter, Permanent Supportive Housing, Homeless Prevention	\$ 185,463	Commerce CHG
	Hispanic Business Professionals Association: Homeless Prevention	\$ 121,000	Commerce CHG
	Frontier Behavioral Health: Street Outreach	\$ 125,200	Commerce CHG
	Salvation Army: Street Outreach	\$ 180,900	Commerce CHG
	Jewel's Helping Hands: Street Outreach	\$ 120,000	Commerce CHG
	<b>CHG total</b>	<b>\$ 895,063</b>	
	Catholic Charities: Emergency Shelter, Transitional Housing, Rapid Rehousing, Diversion (Families)	\$ 295,400	City HSG
	Transitions: Emergency Shelter, Transitional Housing	\$ 82,949	City HSG

	<table border="1"> <tr> <td>Catholic Charities: House of Charity Emergency Shelter</td><td>\$</td><td>553,287</td><td>City HSG</td></tr> <tr> <td>YWCA: Domestic Violence Shelter</td><td>\$</td><td>147,341</td><td>City HSG</td></tr> <tr> <td>SNAP: Coordinated Entry</td><td>\$</td><td>30,711</td><td>City HSG</td></tr> <tr> <td>Family Promise: Emergency Shelter (Families)</td><td>\$</td><td>346,851</td><td>City HSG</td></tr> <tr> <td>Volunteers of America: Young Adult Shelter</td><td>\$</td><td>164,250</td><td>City HSG</td></tr> <tr> <td>Volunteers of America: Emergency Shelter</td><td>\$</td><td>164,250</td><td>City HSG</td></tr> <tr> <td><b>HSG total</b></td><td><b>\$</b></td><td><b>1,785,039</b></td><td></td></tr> <tr> <td><b>Total Recommendation</b></td><td><b>\$</b></td><td><b>7,688,717</b></td><td></td></tr> </table> <p>The CHHS Board reviewed and accepted the RFP Committee's recommendations on December 6, 2023.</p>	Catholic Charities: House of Charity Emergency Shelter	\$	553,287	City HSG	YWCA: Domestic Violence Shelter	\$	147,341	City HSG	SNAP: Coordinated Entry	\$	30,711	City HSG	Family Promise: Emergency Shelter (Families)	\$	346,851	City HSG	Volunteers of America: Young Adult Shelter	\$	164,250	City HSG	Volunteers of America: Emergency Shelter	\$	164,250	City HSG	<b>HSG total</b>	<b>\$</b>	<b>1,785,039</b>		<b>Total Recommendation</b>	<b>\$</b>	<b>7,688,717</b>	
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<b>Total Recommendation</b>	<b>\$</b>	<b>7,688,717</b>																															
<b>Proposed Council Action</b>	CHHS is seeking Council's approval of the CHHS Board Allocation Recommendation, and approval to allow CHHS to enter into contract agreements with the subrecipients.																																
<p><b>Fiscal Impact</b></p> <p>Total Cost: <u>\$7,688,717</u></p> <p>Approved in current year budget?      <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Funding Source      <input type="checkbox"/> One-time   <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: WA Department of Commerce, US Department of Housing and Urban Development, City of Spokane General Fund, Spokane County Recording Fees</p> <p>Expense Occurrence      <input type="checkbox"/> One-time   <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>																																	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)																																	
<p><b>What impacts would the proposal have on historically excluded communities?</b></p> <p>CHHS continually looks for strategies to increase services to historically excluded and underrepresented communities, which are present in Spokane's homeless and at-risk of homelessness population at a higher rate than in Spokane's non-homeless population. The subrecipients recommended for HHOS awards continually review their policies and practices to decrease equity disparity in homeless populations. Subrecipients include "by-and-for" organizations, which are directed and substantially controlled by individuals from the population they serve.</p>																																	
<p><b>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?</b></p>																																	



Data is collected through the City's Community Management Information System (CMIS) technology and reviewed in accordance with city and state analysis and reporting requirements regarding 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?**

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement. In addition data is collected through CMIS and reviewed in accordance with city, state, and federal performance metrics.

**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?**

Services funded through the HHOS awards align with the Five-Year Strategic Plan to End Homelessness



## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 02/05/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/6/2024

**Clerk's File #**

OPR 2024-0125

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

FACILITIES MANAGEMENT

**Project #**

**Contact Name/Phone**

DAVE STEELE 625-6406

**Bid #**

PW ITB 5983-23

**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

**Requisition #**

MASTER

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON MCATHCART

**Agenda Item Name**

5900 CAMTEK MASTER CONTRACT- INSTALLATION/REPAIR OF SECURITY

### **Agenda Wording**

The City of Spokane, through the Purchasing Department, issued an RFB for the installation, repair, and upgrades of security camera systems/video management systems, including a related value blanket for the purchase of equipment for the same.

### **Summary (Background)**

CAMTEK has been selected to move forward with a master contract for installation, repair and upgrades of security camera systems and video management software using stated hourly rates (\$150/hour; \$225/hour after-hours/emergency; \$300/hour for holidays).

Lease? NO Grant related? NO Public Works? YES

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 300,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

The City of Spokane through the Purchasing Department has completed the RFB process for citywide security cameras and door access equipment. This contract is formatted as a master contract to allow a variety of departments to utilize it as needed.

### **Amount**

### **Budget Account**

Expense \$ 300,000

# various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	2/05/2024
<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 509.625.6064
<b>Council Sponsor(s)</b>	Councilmembers Wilkerson, Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	CAMTEK Master Contracts – Parts, Installation / Maintenance Labor
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The City of Spokane, through the Purchasing Department issued an RFB for camera and security system parts, and maintenance / installation labor. CAMTEK has been selected to move forward with master contracts for each element, i.e.: parts, installation & maintenance labor. These contracts are utilized by a variety of departments on an 'as needed' basis.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$300,000 Installation / Maintenance Labor</u> <u>\$500,000 Value Blanket for Parts</u>  Current year cost: \$ (Master Contract) Subsequent year(s) cost: NA	
<b>Narrative:</b> The City of Spokane through the Purchasing Department has completed the RFB Process for citywide security cameras and door access equipment. These contracts are formatted as master contracts to allow a variety of departments to utilize them as needed. Each department provides their own independent budget code for their work.	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Specify funding source: Program revenue  Is this funding source sustainable for future years, months, etc? YES	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) MASTER CONTRACT – Varied Budgets	
<b>Operations Impacts:</b> These contracts support the existing Galaxy system utilized throughout City facilities. Approval delays creates a situation where the City of Spokane has no technical support for the Galaxy system.	
<b>What impacts would the proposal have on historically excluded communities?</b> NA	

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

NA

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

NA

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

NA

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 1/26/23

Type of expenditure: Installation Labor

Goods

☐

Services

☒

Department: FACILITIES / VARIES

Approving Supervisor: Jeff Teal

*Jeff Teal*

Amount of Proposed Expenditure: \$900,000 over 3 years

Is this against a master agreement? If yes, please provide the number: This establishes a master contract

Funding Source VARIOUS

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Delay in Ongoing Maintenance, Repairs, Upgrades.... See attached

**What are the impacts if expenses are deferred?**

Delay in Ongoing Maintenance, Repairs, Upgrades.... See attached

**What alternative resources have been considered?**

This work is funded through departments budget as needed / available.... See attached

**Description of the goods or service and any additional information?**

Citywide security cameras, card swipes, door closures, latching equipment..... See attached

**Person Submitting Form/Contact:**

Division Director:

*Matthew Boston*

CFO Signature:

*Matthew Boston*

City Administrator Signature:

*Garrett Jones*

Garrett Jones (Jan 25, 2024 12:45 PM)

**Additional Comments:**

**Why is this expenditure necessary now:**

The City of Spokane has ongoing maintenance, repair work, and upgrade work on the existing security cameras, door openers, and card swipes at multiple City facilities including sites such as City Hall, Upriver Dam, the Wastewater Treatment Facility, Waste to Energy Plant, and a long list of standalone City buildings. Maintaining the operational capability of this equipment is critical to security concerns and access.

**What are impacts if expenditures are deferred:**

With the critical nature of this equipment, delaying the establishment of this master contract creates significant risk of loss of access or security observation at multiple sites.

**What alternative resources have been considered:**

NA

**Description of the goods or services and any additional information:**

The Facilities Department in partnership with the City Purchasing Department has completed the procurement process for Citywide Security Camera, card access equipment, door swipes, maintenance, repair, and installation, etc. These contracts will provide master contracts (or value blanket contract) access to various departments for the standardized purchase of security camera and access parts and equipment along with the installation and maintenance / servicing of the Galaxy management software, control systems, equipment, sensors, and other Galaxy system components. Each of these contracts is formatted as a master contract, allowing various departments and facilities to budget and bill separately over the term of the contract.

**Signature:** *Matthew Boston*

**Email:** mboston@spokanecity.org

**Signature:**   
Garrett Jones (Jan 29, 2024 12:45 PST)

**Email:** gjones@spokanecity.org











# Expenditure Control Form 2024 CAMTEK Master Labor

Final Audit Report

2024-01-29

Created:	2024-01-26
By:	David Steele (dsteele@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_odb0LGCi8FODDfNdZY06xK28jzeb0TI

## "Expenditure Control Form 2024 CAMTEK Master Labor" History

-  Document created by David Steele (dsteele@spokanecity.org)  
2024-01-26 - 5:47:47 PM GMT
-  Document emailed to Jeff Teal (jteal@spokanecity.org) for signature  
2024-01-26 - 5:53:46 PM GMT
-  Email viewed by Jeff Teal (jteal@spokanecity.org)  
2024-01-26 - 7:53:47 PM GMT
-  Document e-signed by Jeff Teal (jteal@spokanecity.org)  
Signature Date: 2024-01-29 - 3:00:24 PM GMT - Time Source: server
-  Document emailed to Matthew Boston (mboston@spokanecity.org) for signature  
2024-01-29 - 3:00:25 PM GMT
-  Email viewed by Matthew Boston (mboston@spokanecity.org)  
2024-01-29 - 4:06:41 PM GMT
-  Document e-signed by Matthew Boston (mboston@spokanecity.org)  
Signature Date: 2024-01-29 - 4:07:01 PM GMT - Time Source: server
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2024-01-29 - 4:07:03 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2024-01-29 - 8:44:36 PM GMT
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2024-01-29 - 8:45:04 PM GMT - Time Source: server



✔ Agreement completed.

2024-01-29 - 8:45:04 PM GMT



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**Title: INSTALL, REPAIR AND UPGRADES  
OF SECURITY CAMERA SYSTEMS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAMTEK, INC.**, whose address is 3815 East Everett Avenue, Spokane, Washington 99217, as ("Contractor") individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to provide Install, Repair, and Upgrades of Security Camera Systems and Video Management Software As-Needed; and

WHEREAS, the Contractor has been selected through PW ITB 5983-23 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 Contractor mutually agree as follows:

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor 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 Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor shall provide Install, Repair, and Upgrades of Security Camera Systems and Video Management Software, in accordance with their response to ITB attached as Exhibit C.

The Work is subject to City review and approval. The Contractor 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 Contractor's progress.

#### **4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's on-call, as needed services under this Agreement shall be a maximum amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, plus applicable sales tax, in accordance with Response to Request to ITB, attached as Exhibit C. 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.

The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, [facilitiesdepartment@spokanecity.org](mailto:facilitiesdepartment@spokanecity.org) Attn: Dave Steele. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice.

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

- A. Contractor 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 Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective

for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

## **7. 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 Contractor 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.

## **8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## **9. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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/Contractor's/Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant/Contractor/Company, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's/Contractor's/Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

## **10. INSURANCE.**

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **11. SUBCONTRACTOR RESPONSIBILITY.**

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

## **12. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

**13. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. **If City approves Contractor's request to utilize a subcontractor/s for a portion of the work to be performed, such approval shall be conditioned upon Contractor obtaining a payment bond for each subcontractor's work in advance of such work being performed and in an amount determined by the City.** The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**14. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

**15. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

**18. DEBARMENT AND SUSPENSION.**

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

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect

develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

## **20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, 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.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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.

**CAMTEK, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Debarment Certification  
Exhibit B - Certification of Compliance with Wage Payment Statutes  
Exhibit C – Contractor's ITB Response



## EXHIBIT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



## Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

**Check One:**

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

## EXHIBIT C

**Bid Response Summary**

**Bid Number** PW ITB 5983-23

**Bid Title** PURCHASE, INSTALL, REPAIR, and UPGRADES OF SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed

**Due Date** Monday, December 4, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

**Bid Status** Closed to Bidding

**Company** lorie@camtekinc.com

**Submitted By** lorie@camtekinc.com lorie@camtekinc.com - Monday, November 13, 2023 1:49:45 PM [(UTC-08:00) Pacific Time (US & Canada)]

**Comments** lorie@camtekinc.com

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane is seeking a Contractor certified by equipment manufacturers as authorized and trained personnel for the design, supply, installation, commissioning, repair, troubleshooting, support, and training of spec'd Security Camera Systems and Video Management Software Upgrades. No Substitutes or Or-Equals will be considered, due to standardization with in the City.	I acknowledge and agree
	2	MULTIPLE AWARDS: Two (2) separate contract awards will result from this bid. The City may choose more than one Contractor making multiple awards, or the City reserves the option of grouping Contract awards to a single Contractor if most advantageous for the City.	I acknowledge and agree
	2.1	Master Public Works Contract for the Install, Repair, and Upgrades of Security Camera Systems and Video Management Software, As-Needed. Initial contract term will be for a one year period, with one (1) 1-year renewal options, not to exceed a total contract period of two years.	I acknowledge and agree
	2.2	Master Value Blanket Order Contract, to procure as-needed, spec's Security Camera Systems and related items, and Video Management Software. Initial contract term will be for a one year period, with one (1) 1-year renewal options, not to exceed a total contract period of two years.	I acknowledge and agree
SUBMISSION OF BIDS			

#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	ACKNOWLEDGED
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 P.m. Pacific Local Time, on the Bid Due Date.	ACKNOWLEDGED
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	ACKNOWLEDGED
GENERAL CONDITIONS		
1	PUBLIC WORKS CONTRACT FOR THE INSTALL, REPAIR, AND UPGRADES: Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
2	PURCHASE – VALUE BLANKET ORDER CONTRACT: Contractor acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab.	I acknowledge and agree
3	EXCEPTIONS: If you took exception to any of the above, explain in detail.	
SECTION I. BID PREPARATION AND EVALUATION		
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I acknowledge and agree
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I acknowledge and agree

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records	I acknowledge and agree
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I acknowledge and agree
MINORITY BUSINESS ENTERPRISE	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women	Is
MINORITY BUSINESS ENTERPRISE	Bidder acknowledges that they have reviewed Minority And Women's Business Enterprise Goals that is located the Documents Tab.	I acknowledge and agree
MINORITY BUSINESS ENTERPRISE	Complete the Minority and Women's Business Enterprise Utilization form from the Documents Tab and upload here.	Minority and Women's Business Enterprise Utilization Form-Completed.pdf
SMALL BUSINESS	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is

NON-COLLUSION	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation	I Certify
CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications of PW ITB 5983-23.	I acknowledge and agree
QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Mandatory) that is located the Documents Tab, and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
QUALIFICATION	Prior to the awards of Contracts, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
QUALIFICATION	Supplemental Bidder Responsibility Criteria applies to INSTALLATION, REPAIR, AND UPGRADES.	I acknowledge and agree
QUALIFICATION	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
QUALIFICATION	Supplemental Bidder Responsibility Criteria Bidders can Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here.	
QUALIFICATION	Supplemental Bidder Responsibility Criteria After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	I acknowledge and agree
QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Supplemental) that is located the Documents Tab, and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree

PAYMENT	<p>Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX.	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX.	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes.</p>	I acknowledge and agree
REJECTION OF BIDS	<p>The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.</p>	I acknowledge and agree
PUBLIC WORK REQUIREMENTS- INSTALL, REPAIR, AND UPGRADES	<p>Services Fall Under Public Works. The scope of work Install, Repair, and Upgrades for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids.</p>	I acknowledge and agree



CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree
REGISTERED CONTRACTOR	The Contractor shall be a Washington State Registered "and" Licensed Contractor at time of Bid submittal.	I acknowledge and agree
BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for the person submitting this Bid response.	Lorie Stephenson Phone 509-993-4444 Cell <a href="mailto:lorie@camtekinc.com">lorie@camtekinc.com</a>
CONTRACTOR CONTACT INFORMATION	Provide the name, phone number, and email address for the person in your Company that will potentially sign a contract through the DocuSign process used by the City.	Lorie Stephenson 509-993-4444 Cell <a href="mailto:lorie@camtekinc.com">lorie@camtekinc.com</a>
EXCEPTIONS	If you to exception to any of the above, explain in detail.	
SECTION II. GENERAL REQUIREMENTS - Install, Repair, and Upgrades		
SCOPE OF WORK	Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work, unless otherwise stated in this bid document.	I acknowledge and agree

AWARD OF CONTRACT	City Council shall approve award of Contract. Award of Contract, when made, will be to lowest responsive responsible bidder based on rates and most favorable service response time. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will be for a 1-year period, with a 1-year renewal optional. The total contract period will not exceed two (2) years.	I acknowledge and agree
AWARD OF CONTRACT – Install, Repair, and Upgrades	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for services performed. Annual Spend is estimated at \$300,000.	I acknowledge and agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge and agree
PERMITS	The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	I acknowledge and agree
GUARANTEE	The Contractor guarantees all work, labor, and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree

SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors, and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
BID BOND/BID SECURITY	The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the estimated total contract amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. In addition to the bid deposit types included in this section, a bidder may have on file with the City Clerk an annual bid bond approved by the City Attorney.	I acknowledge and agree
BID BOND/BID SECURITY	Bidder shall upload a copy of Bid Bond/Bid Security here. Bid will be considered non-responsive if not uploaded.	Camtek Bid Bond.pdf
BID BOND/BID SECURITY	The City reserves the right to request an official copy of the Bid Bond/Bid Security from the awarded supplier, at a later date.	I acknowledge and agree
PERFORMANCE BOND "and" PAYMENT BOND	The Contractor shall furnish, at its sole expense, a Performance Bond, "and" a Payment Bond equal to one hundred percent (100%) of the estimated 1-year contract price of \$300,000. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.	I acknowledge and agree
PUBLIC WORKS REQUIREMENTS	A. Prevailing Wage: The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree

PUBLIC WORKS  
REQUIREMENTS

B. Prevailing Wage: The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

I acknowledge and agree

PUBLIC WORKS  
REQUIREMENTS

C. Prevailing Wage: If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

I acknowledge and agree

PUBLIC WORKS REQUIREMENTS	<p>D. Statement of Intent. 1. The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge and agree
PUBLIC WORKS REQUIREMENTS	<p>E. Filing Fees 1. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L and I.</p>	I acknowledge and agree
PUBLIC WORKS REQUIREMENTS	<p>F. Department of Labor and Industries' Public Works and Prevailing Wage Training 1. As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	I acknowledge and agree
PUBLIC WORKS REQUIREMENTS	<p>G. Prevailing Wages Multi-Year Contracts and Extensions 1. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.</p>	I acknowledge and agree

RETAINAGE	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor, or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L &amp; I). b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor &amp; Industries and Employment Security. c. No claims, as provided by law, have been filed against the Retainage.</p>	I acknowledge and agree
RETAINAGE	<p>In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and agree
INVOICING	<p>Invoices must be submitted within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2023-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to facilitiesdepartment@spokanecity.org or mailed to the Facilities Management Department, 808 West Spokane Falls., Blvd, Spokane, Washington 99201.</p>	I acknowledge and agree
EXCEPTIONS	<p>If you took exception any of the above, explain in detail.</p>	

SECTION II. GENERAL REQUIREMENTS - Purchase		
AWARD OF MASTER VALUE BLANKET ORDER CONTRACT	City Council shall approve award of Contract. Award of Contract, when made, will be to the Bidder whose Bid is the most favorable, taking into consideration price and the other evaluation factors. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
AWARD OF MASTER VALUE BLANKET ORDER CONTRACT	Resulting Contract will result in a 1-year Master Value Blanket, with one 1-year option period, the total contract period will not exceed two years, to enable various City Departments to procure spec'd Security Camera Systems and Video Management Software – As Needed. Payment will be made only for quantities actually ordered, delivered, accepted, or installed by Contractor. Annual Spend is estimated at \$500,000.	I acknowledge and agree
INVOICING	Invoices must be submitted within 30 days of delivery items. • Invoices shall include the location where items were used, item descriptions, quantities, and contracting unit price. • Invoices shall reference and list Value Blanket Order Contract number. • Payment of invoices shall be contingent upon receipt of sufficient support to permit identification of the items provided and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to facilitiesdepartment@spokanecity.org or mailed to the Facilities Management Department, 808 West Spokane Falls., Blvd, Spokane, Washington 99201.	I acknowledge and agree
1	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and agree
2	Time is of the essence in the performance of this contract after a delivery schedule is established.	I acknowledge and agree

3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge and agree
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and agree
5	If the product differs from the provisions contained herein, these differences must be explained in detail.	I acknowledge and agree
6	Contractors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and agree
7	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I acknowledge and agree
8	Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	I acknowledge and agree
8.1	The City will provided procured items to a City awarded Contractor, who is certified by equipment manufacturers as authorized and trained personnel for installation spec's items, therefore, Bidder confirms warranty will not be impacted.	I acknowledge and agree
EXCEPTIONS	If you took exception any of the above, explain in detail.	
SECTION III. TECHNICAL REQUIREMENTS - Install, Repair, and Upgrades		



Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
Scope of Work 1	Awarded Contractor must be able to supply, install, repair, and support the following security camera, video management software, and access control systems that are listed on the Equipment Parts List and Cost Document that is located in the Documents Tab.	I acknowledge and agree
Scope of Work 1 .1	City has the right to add related security camera systems and video management software Install and Upgrades Services as needed throughout the contract period and renewal, for additional equipment and parts not listed on the Equipment Parts List and Cost Document.	I acknowledge and agree
Scope of Work 2	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge and agree
Scope of Work 3	Specify the standard number of calendar days required to complete projects from Notice to Proceed	I acknowledge and agree
Scope of Work 4	Contractor shall be certified by equipment manufacturers as authorized and trained personnel for As-Needed repairs, troubleshooting, and training/support the following security camera, video management software, and access control that are listed on the Equipment Parts List and Cost Document that is located in the Documents Tab.	I acknowledge and agree

Scope of Work 4.1	City has the right to add related security camera systems and video management software services as needed throughout the contract period and renewal, for additional equipment and parts not listed on the Equipment Parts List and Cost Document	I acknowledge and agree
Scope of Work 4.2	Ability to respond to normal requests for service within four (4) hours. Follow up with e-mail or telephone confirmation that request was received and provide a timeline for on-site arrival.	I acknowledge and agree
Scope of Work 4.3	Ability to respond to emergency requests for service within two (2) hours. Follow up with e-mail or telephone confirmation that request was received and provide a timeline for on-site arrival.	I acknowledge and agree
Scope of Work 5	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge and agree
EXCEPTIONS	If you took exception any of the above, explain in detail.	
SECTION III. TECHNICAL REQUIREMENTS – Purchase		
1	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I acknowledge and agree
1.1	Items must adhere to stated specs listed on the Equipment Parts List and Cost Document. No Substitutes or Or-Equals will be considered, due to standardization. Bidder has reviewed the Equipment Parts List and Cost Document located in the Documents Tab.	I acknowledge and agree
1.2	Contractor shall be an authorized representative of all equipment and parts listed on the Equipment Parts List and Cost Document that is located in the Documents Tab, and Bidder shall provide pricing for all items listed.	I acknowledge and agree
2	City has the right to add related security camera systems and video management software, that may not be listed on the Equipment Parts List and Cost Document, throughout the contract period and renewal.	I acknowledge and agree

PCB CERTIFICATION	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover, and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
PCB CERTIFICATION	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
PCB CERTIFICATION	If so were PCBs found at a measurable level?	Don't Know
PCB CERTIFICATION	If so attach the results or note from whom the results can be obtained	I do not know of any results
PCB CERTIFICATION	Do you have reason to believe the products contains measurable levels of PCBs?	Don't Know
PCB CERTIFICATION	Do you have reason to believe the products packaging contains measurable levels of PCBs?	Don't Know
EXCEPTIONS	If you took exception any of the above, explain in detail.	
BID		
Quantities	Quantities are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual quantities may be more or less. Payment will only be made for actual services requested, performed, and accepted.	I acknowledge and agree
Bid Offer	The unit pricing is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge and agree
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	Addendum 1

Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of seventy-five (75) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List- Install and Upgrades document in the "Documents" tab and upload it.	Subcontractor List - Install and Upgrades.pdf
Subcontractors	Download and complete the Subcontractor List- Maintenance document in the "Documents" tab and upload it.	Subcontractor List - Maintenance.pdf
PRICING - Install, Repair, and Upgrades		
1	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Install, Repair, and Upgrades Pricing Page for services performed. Annual Spend is estimated at \$300,000.	I acknowledge and agree
Evaluating	As a cost comparison we will be using Contractor's hourly rates to perform Repair, Scheduled Maintenance, and Unscheduled Non-Emergency and Emergency Services.	I acknowledge and agree
Evaluating – Repair Non-Emergency	For Repair Non-Emergency it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's standard hourly rate.	I acknowledge and agree
Evaluating – Repair Emergency	For Repair Emergency it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's emergency hourly rate.	I acknowledge and agree
Evaluating – Repair Emergency	The City's goal is to provide awarded Contractor needed Install, Repair, and Upgrade items via the awarded Master Value Blanket Order Contract resulting from this bid.	I acknowledge and agree
Pricing	Complete the Install, Repair, and Upgrades Pricing Page from the Documents Tab and upload here.	Pricing Page Addendum 1.pdf
PRICING - Purchase		

1	The winning Contractor shall receive a Value Blanket Order Contract. Orders will be placed as needed throughout contract term. The City shall issue payment in the applicable amount set forth on the Pricing Page for only actual items ordered, delivered, and accepted, or for items that had been Contractor installed. Annual Spend is estimated at \$500,000.	I acknowledge and agree
F.O.B. DELIVERY POINT:	Various City of Spokane Departments	I acknowledge and agree
F.O.B. DELIVERY POINT:	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	YES
F.O.B. DELIVERY POINT:	All freight expenses on stocked inventory items shall be the responsibility of the winning Contractor.	I acknowledge and agree
F.O.B. DELIVERY POINT:	The City of Spokane agrees to pay freight expenses on non-stocked special order items.	I acknowledge and agree
SALES TAX	The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and agree
UNIT PRICE	Should not include tax.	I acknowledge and agree
EQUIPMENT PRICING PAGE	Complete and upload Equipment Parts List And Cost Document from Documents Tab and upload here.	City Price List 2023-2024 PWITB 5983-23.pdf
PRICING	Pricing shall be firm throughout the first year of the contract period.	I acknowledge and agree
PRICING ADJUSTEMENTS	Can be requested on the anniversary of the award with justification, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Contractor's documentation.	I acknowledge and agree

PRICING ADJUSTEMENTS	All price adjustments must be agreed on by both parties. and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I acknowledge and agree
PRICING ADJUSTEMENTS	Adjustments to pricing shall be to not produce a higher profit margin.	I acknowledge and agree
PRICING ADJUSTEMENTS	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I acknowledge and agree
PRICE DECREASES	During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I acknowledge and agree
PERCENTAGE OFF DISCOUNT	Percentage discount list to be provided by Contractor for additional Items, or related-items, not listed on the Equipment Parts List And Cost Document, but may be realized are needed at a later point in time. Enter Percentage Discount Off Contractor's List Cost.	Contractor will use percentage mark up above Contractor Cost method
PERCENTAGE OFF DISCOUNT	Percentage discount off Contactor's list cost. Any invoice containing a line item in which Supplier's percentage discount off Contractor's list cost has been applied, the Contractor is required to state on the invoice the actual cost the Contractor had incurred prior to Contractor's percentage discount off Contractor's list cost has been applied, to equate to amount being invoice. The City reserves the right to request copies of any invoices that the Contractor had received to verify Contractor's cost incurred, prior to Contractor's mark-up being applied.	I acknowledge and agree
PERCENTAGE OFF DISCOUNT	Percentage Discount will remain unchanged throughout the life of the contract, to include any renewal/options	YES
PERCENTAGE MARK UP ABOVE CONTRACTOR COST	Should Contractor not provide percentage off discount for additional Items, or related-items, not listed on the Equipment Parts List And Cost Document, but may be realized are needed at a later point in time. Contractor shall then provide Percentage Markup Above Contractor's Cost. Enter Percentage Markup Above Supplier cost here.	Contractor will charge Contractor Cost + 15% for any item not on the price list

PERCENTAGE MARK UP ABOVE CONTRACTOR COST	Percentage Markup Above Contractor's Cost. Any invoice containing a line item in which Contractor's percentage mark has been applied, the Contractor is required to state on the invoice the actual cost the Contractor had incurred prior to Contractor's percentage markup above cost being applied, to equate to amount being invoice. The City reserves the right to request copies of any invoices that the Supplier had received to verify Contractor's cost incurred, prior to Supplier's mark-up being applied.	I acknowledge and agree
PERCENTAGE MARK UP ABOVE CONTRACTOR COST	Percentage Markup will remain unchanged throughout the life of the contract, to include any renewal/options.	I acknowledge and agree
PERCENTAGE OFF DISCOUNT or PERCENTAGE MARK UP	Bidder is aware if it does not offer either a PERCENTAGE OFF DISCOUNT or PERCENTAGE MARK UP, then resulting contract will only be used to procure items listed on Equipment Parts List And Cost Document.	I acknowledge and agree
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	Washington State Limited Energy Electrical Contractor # CAMTEI*001DP
#2	Provide Contractor's U.B.I. Number	UBI # 602 020 474
#3	Provide Contractor's Washington Employment Security Department Number	121719-00-9
#4	Provide Contractor's Washington Excise Tax Registration Number	UBI # 602 020 474
#5	Provide Contractor's City of Spokane Business Registration Number	T12035040BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	YES
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
INSTALL, REPAIR, AND UPGRADES	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.</p>	OMWBE Certifications.pdf
PURCHASE	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.</p>	Addendum 1 - 2 - subcontract agreement 11-13-23.pdf
<p>TERMS AND CONDITIONS</p>		
1	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I acknowledge and agree
2	<p>Describe exceptions to Terms &amp; Conditions</p>	



ADDENDUM NO. 1  
October 24, 2023

PW ITB 5983-23

**PURCHASE, INSTALL, REPAIR, and UPGRADES OF SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed.**

Addendum makes the following changes:

- 1) **Bid Due Date Changed:** From: 11/6/2023, 1:00 PM. To: 11/13/2023, 1:00PM
- 2) **Bid Requirement Changed:** To: "PURCHASE, INSTALL, **REPAIRS**, AND UPGRADES OF SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed. From: "PURCHASE, INSTALL and UPGRADES, AND MAINTENANCE OF SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed, On-Call"
- 3) **Install and Upgrades Pricing Page is deleted and has been removed from the Documents Tab.**
- 4) **Install, Repair, and Upgrades Pricing Page (Addendum 1) has been posted in the Documents Tab.**
- 5) **Maintenance Pricing Page is deleted and has been removed from the Documents Tab.**
- 6) **Revised .PW ITB #5983-23 Bid Bond (Addendum 1) has been posted in documents Tab, to reflect title of:**  
PURCHASE, INSTALL, REPAIR, and UPGRADES OF SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed.
- 7) **The following below listed changes were made in ProcureWare on 10/19/23:**

**BACKGROUND:**

1. The City of Spokane is seeking a Contractor certified by equipment manufacturers as authorized and trained personnel for the design, supply, installation, commissioning, **repair**, **maintenance**, troubleshooting, support, and training of spec'd Security Camera Systems and Video Management Software Upgrades. No Substitutes or Or-Equals will be considered, due to standardization with in the City.

2. MULTIPLE AWARDS: **Two (2)** ~~Three (3)~~ separate contract awards will result from this bid. The City may choose more than one Contractor making multiple awards, or the City reserves the option of grouping Contract awards to a single Contractor if most advantageous for the City.

2.1 Master Public Works Contract for the Install, **Repair**, and Upgrades of Security Camera Systems and Video Management Software, As-Needed. Initial contract term will be for a one year period, with one (1) 1-year renewal options, not to exceed a total contract period of two years.

~~2.2 Master Public Works Maintenance Contract for Maintenance of Security Camera Systems, As-Needed, On-Call. Initial contract term will be for a one year period, with one (1) 1-year renewal options, not to exceed a total contract period of two years.~~

**2.2 2.3** Master Value Blanket Order Contract, to procure as-needed, spec's Security Camera Systems and related items, and Video Management Software. Initial contract term will be for a one year period, with one (1) 1-year renewal options, not to exceed a total contract period of two years.

## GENERAL CONDITIONS

1 PUBLIC WORKS CONTRACT FOR THE INSTALL, **REPAIR**, AND UPGRADES: Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.

~~2 PUBLIC WORKS MAINTENANCE CONTRACT: Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.~~

~~3~~ 4 PURCHASE – VALUE BLANKET ORDE CONTRACT: Contractor acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab.

3 4 EXCEPTIONS: If you took exception to any of the above, explain in detail.

## SECTION I. BID PREPARATION AND EVALUATION

QUALIFICATION Supplemental Bidder Responsibility Criteria applies to INSTALLATION, **REPAIR**, AND UPGRADES and **MAINTENANCE**.

PUBLIC WORK REQUIREMENTS- INSTALL, **REPAIR**, AND UPGRADES Services Fall Under Public Works. The scope of work Install, **Repair**, and Upgrades Services for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids.

~~PUBLIC WORK REQUIREMENTS- MAINTENANCE Services Fall Under Public Works. The scope of work Maintenance Services for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids.~~

## SECTION II. GENERAL REQUIREMENTS – Install, **Repair**, and Upgrades

AWARD OF CONTRACT – Install, **Repair**, and Upgrades The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Page for services performed. Annual Spend is estimated at \$300,000.

~~SECTION II. GENERAL REQUIREMENTS – Maintenance~~ This section has been deleted.

## SECTION III. TECHNICAL REQUIREMENTS – Install, **Repair**, and Upgrades

Scope of Work 1 Awarded Contractor must be able to supply, install, **repair**, ~~maintain~~, and support the following security camera, video management software, and access control systems that are listed on the Equipment Parts List and Cost Document that is located in the Documents Tab.

Scope of Work 1.1 City has the right to add related security camera systems and video management software Install and Upgrades Services as needed throughout the contract period and renewal, for additional equipment and parts not listed on the Equipment Parts List and Cost Document.

Scope of Work 2 Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.

Scope of Work 3 Specify the standard number of calendar days required to complete projects from Notice to Proceed



Scope of Work 4 Contractor shall be certified by equipment manufacturers as authorized and trained personnel for As-Needed repairs, troubleshooting, and training/support the following security camera, video management software, and access control that are listed on the Equipment Parts List and Cost Document that is located in the Documents Tab.

SCOPE OF WORK 4.1 City has the right to add related security camera systems and video management software Services as needed throughout the contract period and renewal, for additional equipment and parts not listed on the Equipment Parts List and Cost Document

Scope of Work 4.2 Ability to respond to normal requests for service within four (4) hours. Follow up with e-mail or telephone confirmation that request was received and provide a timeline for on-site arrival.

Scope of Work 4.3 Ability to respond to emergency requests for service within two (2) hours. Follow up with e-mail or telephone confirmation that request was received and provide a timeline for on-site arrival.

Scope of Work **5 4** Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.

### ~~SECTION III. TECHNICAL REQUIREMENTS – Maintenance~~ This section has been deleted.

#### PRICING – Install, **Repair**, and Upgrades

1 The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Install, **Repair**, and Upgrades Pricing Page for services performed. Annual Spend is estimated at \$300,000.

Evaluating As a cost comparison we will be using Contractor's hourly rates to perform **Repair**, Scheduled Maintenance, and Unscheduled Non-Emergency and Emergency Services.

Evaluating – Repair Non-Emergency For Repair Non-Emergency it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's standard hourly rate.

Evaluating – Repair Emergency For Repair Emergency it estimated annual quantity is 50 services per year with each service taking approximately two hours, for an annual estimated total of 100 hours per year, at Contractor's emergency hourly rate.

#### ~~PRICING – Maintenance~~ This section has been deleted.

**Maintenance Pricing Page is deleted and has been removed from the Documents Tab.**

#### ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD

INSTALL, **REPAIR**, AND UPGRADES Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. \*\*\*Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.

~~MAINTENANCE Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. \*\*\*Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.~~ This section has been deleted.

Rick Rinderle  
Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Camtek, Inc.

Company

David Stephenson, Pres

Signature

**ADDENDUM NO. 2**  
**November 13, 2023**

**PW ITB 5983-23**

**PURCHASE, INSTALL, REPAIR, and UPGRADES OF SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed**

Addendum makes the following changes:

**Bid Due Date Changed** From: 11/13/2023, 1:00PM. To: 12/4/2023, 1:00PM

**Clarification Deadline Changed** From: 10/25/2023, 9:00AM. To: 11/20/2023, 9:00AM

Rick Rinderle  
Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Camtek Inc.

Company

Chris Stephenson

Signature

### ***SUBCONTRACT AGREEMENT***

**THIS AGREEMENT** is effective and made this 20th day of March, \_\_\_\_\_, by and between Camtek, Inc, PO Box 6520, Spokane WA 99217 hereinafter called "**Contractor**", and \_\_\_\_\_, hereinafter called "**Subcontractor**".

1. **THE CONTRACT DOCUMENTS:** The Contract Documents, as defined and used in this Agreement, shall include: (a) the contract between the Contractor and the Owner, including any and all terms, general conditions, supplementary conditions, special provisions, plans, technical specifications, or other terms incorporated therein ("the Main Contract"); and (b) Addenda A and B to this Agreement. All of the terms in the Main Contract, this Agreement, and the Addenda are expressly incorporated herein and made a part of this agreement. The Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Contractor and to the Owner under the Main Contract and to assume to Contractor all obligations and responsibilities that Contractor owes to the Owner under the Main Contract, to the extent of the Subcontractor's scope of work. Where there is any inconsistency between any terms, conditions, plans, or specifications contained in any of the Contract Documents, the term, condition, plan, or specification that imposes the greatest duty, scope, or responsibility on the Subcontractor shall prevail.

2. **THE WORK:** The Subcontractor agrees to furnish, perform, and pay for all services, labor, tools, equipment, supplies, and materials necessary to perform the following described work (hereinafter called the "work") on the \_\_\_\_\_, located at \_\_\_\_\_:

#### **Description of Work**

The Subcontractor further represents and warrants that the work to be done and materials to be furnished Tier Subcontractor shall perform its work hereunder in a neat, skillful and workmanlike manner and the same shall be fit for its intended use both as to workmanship and materials. Per RCW 39.06.010 A public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, an elevator contractor license, if required by chapter 70.87 RCW, or a plumbing contractor license, if required by chapter 18.106 RCW. By signing this contract the subcontractor acknowledges the verification and responsibility requirement required by RCW 39.04.350 and will provide the license number; \_\_\_\_\_ and any license numbers of any subcontractors of a lower tier utilized on this project; \_\_\_\_\_.

### **3. PRICE AND PAYMENTS:**

a. **Contract Price.** The total amount to be paid by Contractor to the Subcontractor for all work under this Agreement is the lump sum amount of \$ \_\_\_\_\_. The Contract Price is inclusive of all taxes of any kind or nature.

b. **Progress Payments.** Partial progress payments shall be made in an amount based on the percentage completion of the Subcontractor's work, as determined by Contractor and/or the Owner. The Subcontractor shall submit payment estimates no later than five (5) business days prior to the date Contractor is required to submit its application for payment to Owner under the Main Contract. If the Subcontractor fails to provide its payment estimate within the time required, Contractor will wait until the next billing cycle before submitting application for payment for the Subcontractor's work. Contractor shall withhold five percent (5%) of each progress payment from the Subcontractor to ensure that the Subcontractor has paid all labor, materials, equipment, taxes, premiums, or other obligations and to ensure that the Subcontractor has faithfully performed its obligations under this Agreement. Partial progress payments shall be made within seven (7) days after Contractor receives payment from the Owner for the Subcontractor's work. Receipt of payment from the Owner is an absolute condition precedent to any obligation of Contractor to make payment under this agreement. Receipt by

Contractor of a fully executed lien release is also an absolute condition precedent to any obligation of Contractor to make payment under this agreement.

c. Final Payment. Final payment shall be made to the Subcontractor, including retainage, in accordance with the terms of the Main Contract and any applicable State law. In any event, the following are absolute conditions precedent to the Subcontractor's receipt of final payment: (a) a full and final waiver and release of all claims and liens against the Owner and the Contractor from the Subcontractor as well as any lower-tier suppliers or subcontractors; (b) an affidavit that all laborers, subcontractors, suppliers, governmental agencies, taxes, premiums, etc. have been paid by the Subcontractor and its lower-tier suppliers and subcontractors; and (c) Contractor's receipt of final payment from the Owner for the Subcontractor's work.

4. CHANGES TO THE WORK. Contractor reserves the right to order or cause any change in scope of this Agreement at any time. The Subcontractor shall proceed with the change upon written direction from Contractor. The Subcontractor agrees to perform the work as directed regardless of the Subcontractor's acceptance of the terms determined by the Owner or Contractor for the change. In the event the change is the result of the Owner's direction or as a result of some act or omission of the Owner, the Subcontractor shall pursue recovery of any claim for additional compensation in accordance with the pass-through requirements of Section 8.a herein, and in such case, the Subcontractor's recovery against the Contractor is expressly limited to the recovery, if any, that Contractor obtains from the Owner.

5. INSURANCE: Prior to proceeding with any work on site, the Subcontractor shall provide and maintain Workmen's Compensation and Employer's Liability Insurance for the protection of its employees, as required by law as an employer. The Subcontractor shall also provide and maintain in full force and effect during the term of this Subcontract, insurance including but not limited to, insurance covering the operation of automobiles, trucks and other vehicles, protecting the Subcontractor, Contractor, and the Owner against liability from damages because of injuries including death, suffered by persons, including employees of the Subcontractor, and liability from damages to property, arising from and growing out of the Subcontractor's operation in connection with the performance of this Subcontract. Said insurance shall include the operation of all automobiles, trucks and other vehicles that may be used in conjunction with the Subcontractor's work, irrespective of whether such equipment is located on the site. The Subcontractor's specific insurance requirements are set forth in Addendum B to this Agreement.

6. SCHEDULE AND PROGRESS AND DELAYS:

a. It is expressly agreed that time is of the essence of this Subcontract. The Subcontractor shall commence performance of its work as required by the Contractor's schedule or as otherwise directed or required by the Contractor. Contractor retains the right to decide the time, order, and priority in which the various work items included in the Subcontract shall be performed, and Contractor makes no representation, warranty, promise, or guarantee of any kind that the Subcontractor may proceed with its work in any particular sequence. The Subcontractor agrees to cooperate with and coordinate its efforts with Contractor and other contractors and subcontractors.

b. The Subcontractor shall be liable to Contractor for any losses or expenses from delays caused by the Subcontractor, its agents, employees, or sub-subcontractors, including extended field overhead, extended supervision, extended home office overhead, liquidated damages, etc.

c. If the Subcontractor's work is delayed as a result of any conduct, act, or omission of the Owner, then Subcontractor shall pursue any claim for additional compensation or damages and any request for a time extension in accordance with the notice and claim requirements of the Main Contract, and the Subcontractor's sole remedy for any such claim shall be limited to amounts recovered against the Owner.

7. COMPLIANCE WITH LAW: The Subcontractor agrees to fully comply with all Federal, State and Local laws, ordinances and regulations, including but no limited to the Federal Occupational Safety and Health Act ("OSHA") and the Washington Industrial Safety and Health Act ("WISHA").

8. CLAIMS AND DISPUTES:

a. Disputes Involving the Owner. If any dispute or controversy shall occur between the parties hereto that Contractor determines, in its sole discretion, is the result of some act or omission of the Owner, then the Subcontractor agrees to pursue such dispute or controversy in the manner set forth in the Main Contract or as otherwise required by law to pursue a claim against the Owner. The Subcontractor further agrees to be bound by the resolution of the dispute process with the Owner and shall not be entitled to any additional compensation or remedies other than those obtained in the dispute process with the Owner.



The Subcontractor shall stay any action or arbitration against Contractor or its bonding company pending the resolution of any disputes involving the Owner.

b. Disputes Not Involving the Owner-Arbitration. If any dispute or controversy shall occur between the parties hereto arising out of this Agreement that does not involve the Owner, such dispute shall be resolved pursuant to the construction industry rules of the American Arbitration Association in effect at the time of submission of the dispute to arbitration. The arbitration award shall be final and binding, and judgment may be entered on the award in any court of competent jurisdiction. In the event the Subcontractor commences a lawsuit to perfect any lien or bond rights, the Subcontractor agrees to stay such lawsuit pending submission of the dispute to arbitration. The prevailing party in any dispute arising under Section 7.b. of this Agreement shall be entitled to reimbursement for all attorney fees (or a reasonable sum therefore) and costs, irrespective of commencement of suit or arbitration.

9. TAXES, LICENSES, PERMITS, AND FEES: The Subcontractor shall pay all taxes, licenses, permits, and fees of every nature which may be imposed or charged by a governmental authority upon the labor, material or other things used in the performance of the work or upon the transaction between Contractor and the Subcontractor.

10. ASSIGNMENT: The Subcontractor shall not, in whole or in part, assign or subject this Subcontract or the proceeds thereof without the written consent of Contractor.

11. DEFAULT AND TERMINATION:

a. Termination by Owner or Contractor. Should the Main Contract be terminated by the Owner or Contractor in accordance with any provision contained in the Main Contract for termination, or should Contractor be prevented or excused from continuing to furnish to the Owner the work and materials hereby required to be provided by the Subcontractor, then this Agreement may at the option of Contractor be immediately terminated by Contractor. The Subcontractor's right to compensation, if any, shall be determined in accordance with the termination provisions of the Main Contract and Article 8 of this Agreement.

b. Default by Subcontractor. Should the Subcontractor be in any material default of any provisions contained in this Agreement for which the Subcontractor is unwilling or unable to remedy to the satisfaction of Contractor, acting reasonably, within five (5) days following receipt of written notice of said material default, Contractor may: (a) demand adequate assurance of Subcontractor's ability and/or intent to perform the requirements of this Agreement, which assurance must be provided within three (3) days; (b) supplement the work of the Subcontractor through other means; or (c) terminate this Agreement. In the event the Subcontractor is in any material default, then Contractor shall suspend all payments under this Agreement until Contractor can determine all losses, damages, claims, or expenses caused by the Subcontractor's default. If the total amount of losses, damages, claims, or expenses exceeds the amount remaining unpaid under this Agreement, then Contractor may offset the remaining amount and pursue recovery of the balance of said losses, damages, claims, or expenses against the Subcontractor. If the total amount of losses, damages, claims, or expenses is less than the amount remaining unpaid under this Agreement, then Contractor shall pay the remaining amount, after offsetting all such losses, damages, claims, and expenses. In the event Contractor's termination of this Agreement is deemed wrongful, the termination shall be treated as one for the convenience of the parties and Subcontractor's remedies shall be limited to the amount available under the termination for convenience provisions of the Main Contract, or if the Main Contract does not contain convenience termination provisions, then the Subcontractor's recovery shall be limited to compensation for the reasonable costs of work performed, plus a reasonable profit on the work actually performed.

12. NON-CONFORMING WORK AND WARRANTY. The Subcontractor warrants the materials and workmanship provided under this Agreement are new and are free from defects and conform to the requirements of the Contract Documents. For a period of one-year from the date of Substantial Completion of the work, as determined by the Owner, or for the warranty period contained in the Main Contract, whichever is greater, the Subcontractor shall make good, at its sole expense, all nonconforming work and all defects due to workmanship and/or materials furnished by the Subcontractor.

13. OTHER TERMS AND CONDITIONS: The following attachments are a part of this Subcontract Agreement. All required forms must be completed and returned with this Subcontract Agreement.

ATTACHMENT A	INDEMNIFICATION ADDENDUM
ATTACHMENT B	INSURANCE ADDENDUM



14. MISCELLANEOUS TERMS AND CONDITIONS.

a. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

c. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Washington.

c. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement.

d. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect unless enforcement of the remaining terms defeats the essential purpose of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Lower Tier Subcontract Agreement by their proper officers or duly authorized agents.

CAMTEK, INC

CONTRACTOR

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

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

Title: President

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

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

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

**ADDENDUM A**  
**INDEMNIFICATION ADDENDUM**

Subcontractor agrees to defend, indemnify and hold harmless Contractor and the project Owner from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Subcontract Agreement by Subcontractor, its agents or employees, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

Subcontractor's duty to indemnify Contractor and the project Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or the project Owner or their agents or employees. Subcontractor shall have a duty to indemnify Contractor and the project Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of: (a) Subcontractor or its agents or employees, and (b) Contractor or its agents or employees, or the project Owner or its agents or employees, but only to the extent of Subcontractor's negligence.

SUBCONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR UNDER ANY OTHER APPLICABLE WORKER'S COMPENSATION ACT THAT MAY APPLY TO THE WORK. Further, the indemnification obligation under this Subcontract Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit acts, or other employee benefits acts, provided Subcontractor's waiver or immunity by the provisions of this paragraph extends only to claims against Subcontractor by Contractor or the project Owner, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

Defense cost recovery shall include all fees (of attorneys and experts), and costs and expenses incurred in good faith. In addition, Contractor shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

Subcontractor:

CAMTEK, INC

\_\_\_\_\_

\_\_\_\_\_

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

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

**ADDENDUM B**  
**INSURANCE ADDENDUM**

Subcontractor shall maintain during the term of this Subcontract Agreement insurance coverage in the following minimum amounts, or that coverage required to be carried under the Main Contract, whichever is greater. Subcontractor shall, before commencing work under this Subcontract Agreement, furnish to Contractor certificates of insurance naming Contractor and any other entity required or designated by the Main Contract or other contract documents as an additional insured.

A.	Workman's Compensation		Statutory
B.	Employer's Liability (Stop Gap Liability)		
	Bodily Injury by Accident	\$1,000,000	Each Accident
	Bodily Injury by Disease	\$1,000,000	Aggregate Limit
	Bodily Injury by Disease	\$1,000,000	Each Employee
C.	Commercial General Liability		
	Per Occurrence	\$1,000,000	
	General Aggregate	\$2,000,000	
D.	Products/Completed Operations		
	Aggregate	\$2,000,000	
E.	Automobile Liability - Coverage to include Owned, Non-Owned & Hired Autos		
	Bodily Injury & Property Damage		
	Combined Single Limit		

Such certificate shall indicate that the coverage includes contractual liability applicable to the indemnity provisions of this Subcontract Agreement. Contractor shall be provided thirty (30) days prior written notice of cancellation.

Further, if required by the Main Contract or other contract documents, the Owner and other parties shall also be added as additional insureds on Subcontractor's liability policies. **It is the Subcontractor's responsibility to determine what entities are to be named additional insured under the contract documents and cause such entities to be included as additional insureds.**

Such insurance shall be primary to any other liability insurance which Contractor and/or the Owner may have. Any insurance maintained by Contractor and the Owner shall be excess and non-contributory with any insurance provided by Subcontractor. Further, the obligation to carry insurance required by this addendum and contract documents shall not limit or modify in any way other obligations assumed by Subcontractor under this Subcontract Agreement. It is Subcontractor's duty to ensure that it is in compliance with the requirements of this Addendum and with the contract documents, and Contractor shall not be under any duty to examine policies or certificates or other evidence of Subcontractor's insurance or to advise Subcontractor in the event that Subcontractor's insurance is not in compliance with this Addendum or the contract documents.

PW ITB 5983-23 Pricing Page Install, Repairs, and Upgrades (Addendum 1)  
 Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

\*Compensation would be paid at the applicable rate set forth on Pricing Page for actual hours incurred, based on support.

### PRICING - Install and Upgrades

Evaluating – Install, Repair, and Upgrades	Estimated Hours	Contractor's Standard Hourly Rate	Estimated Total Cost for Evaluation Purposes*
As a cost comparison we will be using an annual estimated 3,000 hours at Contractor's standard hourly rate.	3000	\$ 150 <sup>00</sup>	\$ 450,000 <sup>00</sup>
Evaluating – Repair Non-Emergency	Estimated Hours	Contractor's Standard Hourly Rate	Estimated Total Cost for Evaluation Purposes*
As a cost comparison we will be using an annual estimated 100 hours per year, at Contractor's standard hourly rate.	100	150 <sup>00</sup>	15,000 <sup>00</sup>
Evaluating – Repair Emergency	Estimated Hours	Contractor's Emergency Hourly Rate	Estimated Total Cost for Evaluation Purposes*
As a cost comparison we will be using an annual estimated 100 hours per year, at Contractor's emergency hourly rate.	100	225 <sup>00</sup>	22,500 <sup>00</sup>

State Applicable	Hourly Rate for Install, Repair, and Upgrades	Hourly Rate	Hours That Rate Applies To
7am-5pm (Monday - Friday)	Standard	\$ 150 <sup>00</sup>	From 7:00am To 5:00pm
5:00pm-7:00am (Monday - Friday)	Overtime	\$ 225 <sup>00</sup>	From 5:00pm To 7:00am
5:00pm Friday - 7:00am Monday	Emergency	\$ 225 <sup>00</sup>	From 5:00pm To 7:00am
Camtek Observed Holidays Only	Holiday	\$ 300 <sup>00</sup>	From 12:00am To 12:00pm

will be charged as a Holiday  
 Camtek Observed Holidays:

- 1) New Years Day
- 2) Memorial Day
- 3) 4th of July
- 4) Labor Day
- 5) Thanks giving
- 6) Christmas Eve
- 7) Christmas Day

## BID BOND

We, Camtek, Inc. as Principal,  
and The Ohio Casualty Insurance Company as Surety,  
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal  
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the  
payment of which we jointly and severally bind ourselves, and our legal representatives and  
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make  
timely award to the Principal for the PURCHASE, INSTALL, REPAIR, and UPGRADES OF  
SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed,  
according to the terms of the bid made by the Principal; and the Principal shall, within the  
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to  
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full  
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on November 13, 2023

AS PRINCIPAL

Camtek, Inc.

By: Denise Stephenson

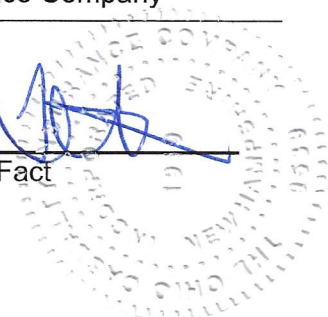
Title: President

A valid POWER OF  
ATTORNEY must  
accompany this bond.

The Ohio Casualty Insurance Company  
AS SURETY

By: Peggy A. Firth

Peggy A. Firth Attorney in Fact







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8209639-023060**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, George C. Schroeder; Lauren E. Richardson; Nicholas W. Paget; Peggy A. Firth; Shawn M. Wilson; Shelly Donovan

all of the city of Spokane state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 20th day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of November, 2023.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

# MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (use additional sheets if necessary):

NAME OF MBE/WBE*	IDENTIFICATION & VALUE OF
WA. STATE CERTIFICATION NO.	SUBCONTRACTS / SUPPLIES

<u>Camtek, Inc.</u>	<u>100%</u>
<u>WBE Certification # W2F0017577</u>	
<u>DBE Certification # D2F0017577</u>	

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ <u>227,500<sup>00</sup></u>	MBE TOTAL	\$ <u>227,500<sup>00</sup></u>
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ <u>227,500<sup>00</sup></u>	WBE TOTAL	\$ <u>227,500<sup>00</sup></u>
COMBINATION GOAL:	\$ <u>455,500<sup>00</sup></u>	MBE/WBE TOTAL	\$ <u>455,000<sup>00</sup></u>

\*Designate MBE or WBE

Mr./ Mrs./ Ms. Lorie Stephenson has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

## Business & Contact Information

BUSINESS NAME	<b>CAMTEK, INC.</b>
OWNER	Ms. Lorie Stephenson
ADDRESS	3815 E EVERETT AVE SPOKANE, WA 99217 <a href="#">[map]</a>
PHONE	509-443-2609 Ext. 101
FAX	509-443-2722
EMAIL	<a href="mailto:ronda@camtekinc.com">ronda@camtekinc.com</a>
WEBSITE	<a href="http://camtekinc.com">http://camtekinc.com</a>
COUNTY	Spokane (WA)

## Certification Information

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Low voltage electrical contractors specializing in sales, installation, and repair of access control, security, burglar, and fire alarm systems. Digital video surveillance. Building lighting control. HVAC/Refrigeration limited line voltage.

## Commodity Codes

Code	Description
NAICS 238210	Electrical, electrical wiring, and low voltage electrical work
NAICS 561621	Security alarm systems sales combined with installation, repair, or monitoring services

## Additional Information

UBI #	602020474
CERTIFICATION NUMBER	W2F0017577



## Business & Contact Information

BUSINESS NAME	<b>CAMTEK, INC.</b>
OWNER	Ms. Lorie Stephenson
ADDRESS	3815 E EVERETT AVE SPOKANE, WA 99217 <a href="#">[map]</a>
PHONE	509-443-2609 Ext. 101
FAX	509-443-2722
EMAIL	<a href="mailto:lorie@camtekinc.com">lorie@camtekinc.com</a>
WEBSITE	<a href="http://camtekinc.com">http://camtekinc.com</a>
COUNTY	Spokane (WA)

## Certification Information

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Low voltage electrical contractors specializing in sales, installation, and repair of access control, security, burglar, and fire alarm systems. Digital video surveillance. Building lighting control. HVAC/Refrigeration limited line voltage.

## Commodity Codes

Code	Description
NAICS 238210	Electrical, electrical wiring, and low voltage electrical work
NAICS 561621	Security alarm systems sales combined with installation, repair, or monitoring services

## Additional Information

SBE CERTIFICATION	Yes
UBI #	602020474

CERTIFICATION NUMBER

**D2F0017577**

# SUBCONTRACTOR LIST- Install & Upgrades

City of Spokane Project Name:

**PW ITB 5983-23, INSTALL and UPGRADES, AND MAINTENANCE OF SECURITY CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed, On-Call**

*This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.*

**RCW 39.30.060 (as amended) states:**

*"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.*

*The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work **shall render the prime contract bidder's bid nonresponsive and, therefore, void.**" (emphasis added)*

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

Prime Contract Bidder is Namtek, Inc. & will self perform 06 Electrical  
**Work to be performed:** 06 (low voltage) electrical work.  
Installation of Access Control, Intrusion, Video, Intercom, Fire Alarm.

**Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work):**

Power City Electric will be subcontracted for any 01 Electrical work  
**Work to be performed:** Work requiring 01 license, 120 volt circuits, and  
raceway for low voltage & high voltage systems

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

**Work to be performed:** \_\_\_\_\_

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

**Work to be performed:** \_\_\_\_\_

**Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):**

**Work to be performed:** \_\_\_\_\_



# SUBCONTRACTOR LIST - Maintenance

City of Spokane Project Name:

**PW ITB 5983-23, INSTALL and UPGRADES, AND MAINTENANCE OF SECURITY**

**CAMERA SYSTEMS and VIDEO MANAGEMENT SOFTWARE, As-Needed, On-Call**

*This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.*

**RCW 39.30.060** (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

*The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void."* (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Prime Contract Bidder is Camtek, Inc + will self-perform 06 Elect.  
Work to be performed: 06 (low voltage) electrical work

Installation + Maintenance of Access Control, Video, Fire, Intrusion Intercom.

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)

Power City Electric will be subcontracted for any 01 Electrical work

Work to be performed: 01 (120 volt electrical) work - this

work requires an 01 license, 120 volt circuits, raceway.

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed:



CAMTINC-01

HHAND

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2023

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

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

PRODUCER <b>Alliant Insurance Services, Inc.</b> 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: <b>Brian Borden</b>	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: <b>Brian.Borden@Alliant.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Crum &amp; Forster Specialty Insurance Company</b>	<b>44520</b>
INSURED  <b>Camtek, Inc.</b> <b>P.O. Box 6520</b> <b>Spokane, WA 99217-0908</b>	INSURER B : <b>Employers Mutual Casualty Company</b>	<b>21415</b>
	INSURER C : <b>Scottsdale Insurance Company</b>	<b>41297</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X	X	GLO099994	10/5/2023	10/5/2024	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							PROFESSIONAL \$ <b>Included</b>
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6X11186	10/5/2023	10/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			XLS2002818	10/5/2023	10/5/2024	EACH OCCURRENCE \$ <b>5,000,000</b>
							AGGREGATE \$ <b>5,000,000</b>
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			GLO099994	10/5/2023	10/5/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
B	Equipment Floater			6X11186	10/5/2023	10/5/2024	Rented/Leased Equip <b>100,000</b>
A	Professional			GLO099994	10/5/2023	10/5/2024	Aggregate <b>1,000,000</b>

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

RE: Master Contract for Installation Labor, Contract # 2020-0067

RE: Master Contract for Installation Labor, Contract # 2020-0067

City of Spokane, its officers and employees are named as Additional Insured for ongoing and completed operations per the policy forms. Waiver of subrogation applies per the policy forms

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

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

A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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, 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 the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN A WRITTEN CONSTRUCTION  
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

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



2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## License Information:

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

**Entity name:** CAMTEK, INC.

**Business name:** CAMTEK, INC.

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

**UBI #:** 602-020-474

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 3815 E EVERETT AVE  
SPOKANE WA 99217-6614

**Mailing address:** PO BOX 6520  
SPOKANE WA 99217-0908

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

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

&lt; Page 1 of 2 &gt;

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Airway Heights General Business - Non-Resident</a>	13367			<a href="#">Active</a>	Mar-31-2024	Jan-17-2019
<a href="#">Bellingham General Business</a>	070528			<a href="#">Active</a>		Aug-06-2021
<a href="#">Benton City General Business - Non-Resident</a>	4905			<a href="#">Active</a>	Mar-31-2024	Feb-02-2022
<a href="#">Cheney General Business - Non-Resident</a>	BUS2010-180			<a href="#">Active</a>	Mar-31-2024	Jan-08-2019
<a href="#">Colville General Business - Non-Resident</a>	004930.0			<a href="#">Active</a>	Mar-31-2024	May-26-2020
<a href="#">Kennewick General Business - Non-Resident</a>				<a href="#">Active</a>	Mar-31-2024	Jun-01-2021
<a href="#">Liberty Lake General Business - Non-Resident</a>				<a href="#">Active</a>	Mar-31-2024	Oct-22-2015
<a href="#">Moses Lake General Business - Non-Resident</a>	BUS2016-0272			<a href="#">Active</a>	Mar-31-2024	Nov-29-2016
<a href="#">Olympia General Business - Non-Resident</a>	45077			<a href="#">Active</a>	Mar-31-2024	Feb-18-2022
<a href="#">Pasco General Business - Non-Resident</a>	18699			<a href="#">Active</a>	Mar-31-2024	Sep-28-2013
<a href="#">Richland General Business - Non-Resident</a>	F03058			<a href="#">Active</a>	Mar-31-2024	Dec-21-2007
<a href="#">Spokane General Business</a>	T12035040BUS			<a href="#">Active</a>	Mar-31-2024	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>	02236			<a href="#">Active</a>	Mar-31-2024	Mar-18-2004

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Toppenish General Business - Non-Resident				Active	Mar-31-2024	Sep-11-2019
Union Gap General Business - Non-Resident				Active	Mar-31-2024	Mar-25-2021
<b>Governing People</b> <small>May include governing people not registered with Secretary of State</small>						
Governing people			Title			
STEPHENSON, LORIE						
The Business Lookup information is updated nightly. Search date and time: 1/17/2024 12:18:17 PM						

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## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 02/05/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/6/2024

**Clerk's File #**

OPR 2024-0126

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

FIRE

**Project #**

**Contact Name/Phone**

DAVID (509)435-7080

**Bid #**

**Contact E-Mail**

DSTOCKDILL@SPOKANECITY.ORG

**Requisition #**

BT

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON MCATHCART PDILLON

**Agenda Item Name**

1970 EMS SPOKANE FIRE DEPARTMENT TRANSMISSION REPAIRS

### **Agenda Wording**

Approval needed to exceed the \$50,000 annual limit for transmission repairs on two (2) fire apparatus in 2023.

### **Summary (Background)**

Spokane Fire experienced a transmission failure in a heavy apparatus in the spring of 2023 at a cost of \$27,487.32. A second transmission failure on a different apparatus occurred near the end of 2023 at a cost of \$29,933.69. The combined cost exceeds the \$50,000 annual limit. Due to the critical nature of this heavy apparatus, the transmission replacement was completed as soon as possible in late December. The abbreviated Council schedule in December precluded advance approval from Council.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 57,421.01

Current Year Cost \$ 57,421.01

Subsequent Year(s) Cost \$

### **Narrative**

Costs are for the replacement of two (2) Allison transmissions in two (2) different heavy fire apparatus.

### **Amount**

### **Budget Account**

Expense \$ 57,421.01

# 1970-35150-94220-56404-VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	February 5, 2024
<b>Submitting Department</b>	Fire
<b>Contact Name</b>	David Stockdill
<b>Contact Email &amp; Phone</b>	<a href="mailto:dstockdill@spokanecity.org">dstockdill@spokanecity.org</a> (509) 435-7080
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Cathcart, CM Dillon
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	SFD Transmission Repairs
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Spokane Fire experienced a transmission failure in a heavy apparatus in the spring of 2023. Gordon Truck Centers replaced this transmission at a cost of \$27,487.32. A second transmission failure on a different apparatus occurred near the end of 2023. Gordon Truck Centers replaced this second transmission at a cost of \$29,933.69. The combined cost for both of these transmissions exceeds the \$50,000 annual limit and requires Council approval. Due to the critical nature of this heavy apparatus, the transmission replacement was completed as soon as possible in late December. The abbreviated Council schedule in December precluded advance approval from Council.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: \$57,421.01 Current year cost: 2023 funds - \$57,421.01 Subsequent year(s) cost:	
<b>Narrative:</b> Costs are for the replacement of (2) Allison transmissions in (2) different heavy fire apparatus.	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Fire/EMS Apparatus Repair/Maintenance funds were earmarked in '23 for this expense. Just awaiting contract approval before proceeding to payment.	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u> – this approval request is for vehicle repair.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not Applicable – this approval request is for vehicle repair.	

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

Not Applicable – this approval request is for vehicle repair.

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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*



# City of Spokane Emergency Justification

Pursuant to the City of Spokane Municipal Code Section 07.06.180 an "Emergency" means unforeseen circumstances beyond the control of the City that either (indicate that at least one of the following conditions applies to your purchase by initialing in the appropriate space):

- a) X Present a real immediate threat to the proper performance of essential functions; or
- b) \_\_\_\_\_ will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The following items have been purchased as emergencies as indicated above: (Attach another sheet of paper if needed)

Description	Qty	Unit	Unit Price	Total Cost
TRANSMISSION REPLACEMENT FOR QUINT II/228	(1)			\$29,983.67

Description of Emergency/Circumstances Requiring Emergency Purchase :

AN UNEXPECTED TRANSMISSION FAILURE ON QUINT II, UNIT 228 REQUIRED INSTALLATION OF A REPLACEMENT TRANSMISSION. DUE TO THE CRITICAL NEED TO RETURN THIS TRUCK IN SERVICE AS SOON AS POSSIBLE, GORDON TRUCK CENTERS, AN AUTHORIZED ALLISON TRANSMISSION DEALER, WAS CONTRACTED TO REPLACE THE TRANSMISSION AS SOON AS POSSIBLE.

11 JAN 2024

Date

Jan 15, 2024

Date

Signature of Department Buyer

Tom Williams

Tom Williams (Jan 15, 2024 11:28 PST)

Signature of Department Head/Supervisor

\*\*This form should be filled out for all Emergency Purchases wherein the Department cannot follow the competitive procedures called out in the Purchasing Policy. For purchases between \$1,000.00 and \$50,000.00 this form should be attached to the other documentation for the purchase and kept in the department wherein the purchase is made. For purchases between \$50,000.00 and the bid limit this form should be sent to Purchasing wherein the purchase will be made.









# Q11 Emergency Justification

Final Audit Report

2024-01-15

Created:	2024-01-11
By:	Kyle Haugen (khaugen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3Od6DFkWXIcR7Ie7iqdBnxi4NyTTk3Zx

## "Q11 Emergency Justification" History

-  Document created by Kyle Haugen (khaugen@spokanecity.org)  
2024-01-11 - 7:54:27 PM GMT
-  Document emailed to twilliams@spokanecity.org for signature  
2024-01-11 - 7:54:50 PM GMT
-  Email viewed by twilliams@spokanecity.org  
2024-01-15 - 7:28:00 PM GMT
-  Signer twilliams@spokanecity.org entered name at signing as Tom Williams  
2024-01-15 - 7:28:28 PM GMT
-  Document e-signed by Tom Williams (twilliams@spokanecity.org)  
Signature Date: 2024-01-15 - 7:28:30 PM GMT - Time Source: server
-  Agreement completed.  
2024-01-15 - 7:28:30 PM GMT



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

**PERSONAL SERVICES AGREEMENT**

**Title: QUINT 11 TRANSMISSION REPAIR**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **GORDON TRUCK CENTER, INC. d/b/a FREIGHTLINER NORTHWEST**, whose address is 277 Stewart Road, SW, Pacific, Washington 98047, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Transmission Repair to Spokane Fire Department's Quint 11 in accordance with Company's Invoice No. SR001119429.01, which is attached as Attachment B and made part of this Agreement. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on October 1, 2023, and shall run through December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

**3. COMPENSATION / PAYMENT.**

Total compensation for Company's services under this Agreement shall not exceed **TWENTY-SEVEN THOUSAND FOUR HUNDRED EIGHTY-SEVEN AND 32/100 DOLLARS (\$27,487.32)**, plus applicable sales tax, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**5. CITY OF SPOKANE BUSINESS LICENSE.**

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

**6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

**7. INDEMNIFICATION.**

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

**8. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this

Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

## **9. DEBARMENT AND SUSPENSION.**

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

## **10. AUDIT.**

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

## **11. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

## **12. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

**13. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company performing the same or similar services at the time the services under this Agreement are performed.

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

**15. ANTI KICK-BACK.**

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

**16. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**GORDON TRUCK CENTER, INC. d/b/a .**  
**FREIGHTLINER NORTHWEST**

**CITY OF SPOKANE FIRE DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certification Regarding Debarment

Exhibit B – Company's Invoice No. SR001119429.01

24-006

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

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

## EXHIBIT B





< Business Lookup

## License Information:

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

**Entity name:** GORDON TRUCK CENTERS, INC.

**Business name:** FREIGHTLINER NORTHWEST

**Entity type:** Profit Corporation

**UBI #:** 600-633-770

**Business ID:** 001

**Location ID:** 0006

**Location:** Active

**Location address:** 10310 W WESTBOW BLVD  
SPOKANE WA 99224-9411

**Mailing address:** 277 STEWART RD SW  
PACIFIC WA 98047-2155



Excise tax and reseller permit status:

Click here

Secretary of State status:

Click here

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Miscellaneous Vehicle Dealer	06025		View Plates	Active	Jul-31-2024	Aug-19-2015
Motor Vehicle Dealer Subagency	00579		View Plates	Active	Jul-31-2024	Aug-19-2015
Spokane General Business - Non-Resident				Active	Jul-31-2024	Apr-28-2015

## Governing People

May include governing people not registered with Secretary of State

Governing people	Title
GORDON, LARRY J	
GORDON, SCOTT A	
GORDON, VIRGINIA A	

## Registered Trade Names



Registered trade names	Status	First issued
FREEDOM TRUCK CENTERS	Active	Apr-17-2015
FREIGHTLINER NORTHWEST	Active	Nov-18-2016
GORDON TRUCK PARTS	Active	Feb-03-2023
PACIFIC TRUCK CENTERS	Active	Sep-22-2015
SELECTRUCKS OF SEATTLE	Active	Jan-26-2022
VALLEY FREIGHTLINER	Active	Sep-13-2016
WESTERN STAR NORTHWEST	Active	Dec-20-2016

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/4/2024 2:05:00 PM



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**FREIGHTLINER  
of HAWAII**

FREIGHTLINER NORTHWEST SPOKANE  
(509) 744-0390

**SERVICE REPAIR INVOICE**

Bill-To Customer 12142

Owner 12142

**SPOKANE FIRE**

 W 44 RIVERSIDE  
SPOKANE, WA 99201

**SPOKANE FIRE**

 1610 NORTH REBECCA  
SPOKANE, WA 99217

PO Required

**Invoice**

SR001119429:01

**Invoice Date**

12/22/2023

**P.O. Number**

Q11-Pat

 Contact Name: **SPOKANE FIRE - TAG 5617**  
 Contact Number: (509) 625-7000  
 Pinnacle Number:  
 Claim Number:

 VIN: **4P1BCAGF7GA016773**  
 Year: 2016  
 Make: PIERCE MFG. INC  
 Model: PIERCE

 Fleet ID: **Q11**  
 Unit ID: 300970

Date In	Date In Service	Mileage	Date Out	Bill Type	Terms	Writer	Reviewer
10/04/2023	12/31/9999	68,512	10/04/2023	SR	10TH	2349	749

**Sold Operations**

Job #: 1	Job Code: EA	Job Description: EXPRESS ASSESSMENT
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**Condition:** R & R TRANSMISSION.

**Cause:**

**Correction:** Ran unit and got ladder moved. Had to use jumper to start and to have enough power to raise cab. Got cab raised and locked. Removed brackets and shields for motor driven PTO driveshaft. Removed driveshaft and Exhaust pipe. Unit had exhaust leak on turbo side of pipe and was missing one nut on the clamp to hold exhaust pipe. Drained trans fluid from trans and cooler. Installed plugs and started removing trans driven PTO driveshaft. Soaked trans mounted PTO yoke prior to lunch and fought with it for awhile. Could not get the yoke to budge. Noticed the Ujoint had some play in it and should be replaced. At that point decided to pound out Ujoint got Ujoint out and strap kit off other end. Talked with SA and going to send in shaft to have new Ujoints installed and get a new strap kit. Broke two extensions and had to borrow some tools to get the PTO of the trans. Upper bolts had rust and corrosion on them. Started removing main drive shaft and found that the box had to be taken apart just to get it down and out of the way. Held shaft up with straps and removed pipe cover and cross water pipe. Removed the front plate of the box and was able to drop driveline down enough where I don't feel it'll be in the way. Had to use wheel lifts to get the front plate out from under unit. Was told that the Trans PTO shaft was going out today so got the PTO and fought to get the yoke off had to find and modify tooling to rig up a puller that wasn't enough to get it off. Rigged up some pieces of metal to secure to yoke in order to put in press. Got yoke off and set with the shaft. Set up and removed all torque convertor bolts. Got trans jack under unit and secure trans to it. Raised trans and engine combined to removed motor mounts. Got both motor mounts out and found they're worn severely. Went to parts and got new isolators ordered for rear motor mounts. Removed bearing tool and placed blocks on cross member to hold engine while trans is removed. Released pressure from jack and let rest on block. Removed all bell housing bolts and got trans lowered down. Raised front of unit with wheel lifts and rolled trans out. Swapped all brackets and fittings from old to new. Got old trans set up to go back. Got new trans on jack. Got new trans rolled under unit and stabbed. Installed all bell housing bolts and torqued to spec. R&R right rear motor mount while it was still out. Mounted up motor/trans mount plate to trans on right side and prior to installing left side R&R bushings in the motor mount still installed. Found I wasn't going to be able to remove motor mount on left side due to all the wiring and hoses. Had to unsecure and remove brackets in frame rail to make room to get tooling into area and work old motor mount out. Put mounting plate for left side trans/motor in place and just started the three upper bolts. Completely installed both motor mounts/ brackets on trans and frame. Torqued all hardware down. Installed main driveshaft and started installing bracketry on top of trans. Installed all wiring to trans and secured. Fought to get the right-side motor mount back into frame due to new bushings not giving enough room. Had to get another tech to pull engine trans assembly to the side and take out another bracket in the frame rail to get more room from wiring an hoses.

Product / Description	Qty Ordered	Qty B/O	Qty Shipped	Unit Price	Extended Amount
LABOR TO PERFORM REPAIRS					9,424.80
001A/29557220 HD4500PRM RETRAN ASSEMBL	1.00	0.00	1.00	15,931.61	15,931.61
001X/CH35-P-74 ALLI PTO GSKT	1.00	0.00	1.00	11.52	11.52

### Sold Operations (Cont.)

001V/DRM 656 212	CLAMP-SADDLE	1.00	0.00	1.00	1.66	1.66
001V/TCX AMS012	GASKET-4 INCH SPHERICAL W/TABS	1.00	0.00	1.00	16.51	16.51
001V/TCX AMS013	GASKET-5 INCH SPHERICAL W/TABS	2.00	0.00	2.00	15.26	30.52
001X/27101-BULK	TRANSYND BULK PRICE PER QUART	49.00	0.00	49.00	12.22	598.78
001A/29557220-CORE	CORE	-1.00	0.00	-1.00	4,750.00	-4,750.00
001Q/42-6471	MOTOR MOUNT	2.00	0.00	2.00	108.98	217.96
001V/PIC 4520	NON-CLOR BRAKE CLNR	4.00	0.00	4.00	4.55	18.20
001A/29557220-CORE	CORE	1.00	0.00	1.00	4,750.00	4,750.00
14142	KEY2PURCHASE MASTERCARD	1.00	0.00	1.00	261.66	261.66
FRT	MOUNT FREIGHT	1.00	0.00	1.00	165.90	165.90
FRT	FREIGHT	1.00	0.00	1.00	333.20	333.20

Total Labor: 9,424.80

Total Other: 17,587.52

Job Total: 27,012.32

Job #: 2	Job Code: MISC	Job Description: MISC REPAIRS
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**Condition:** Continue Story

**Cause:**

**Correction:** Got new gaskets for exhaust pipe and fought with it trying to get it in. Had to remove the rear brackets for the exhaust and the engine driven PTO shaft shield. Got exhaust in place and made sure clamping ends were mated correctly. Got a new nut for the U-bolt that secures the exhaust and installed with the brackets again. Installed dip stick tube and shaft for engine PTO. Started to get the PTO ready to mount to trans. Had to reset prognostics and clutch life in Bastien truck. Finished installation of engine driven PTO shaft and torqued. Installed protective shields for that shaft. Completely installed trans mounted PTO and connected main pressure line. Got new yoke installed on the PTO and safety wired both yokes. Got shaft set up in place. Installed all torque convertor bolts and torqued to spec. Had to remove one of the exhaust wraps and fought to get back on. Put unit on battery charger so that tomorrow it'll be charged. Verified torque on drain plug. Flushed trans oil cooler. Connected oil cooler lines and secured. Filled unit and ran up to temp. Had to keep using the jumper to start. Topped off trans fluid. Raised unit back up to assemble box. Put on the front cover and water pipe. Installed the new ubolt loosely and tightened up the clamps then tightened down the ubolts. Installed the shield for the cross over pipe. Lowered unit back down and had another tech look over. Lowered cab back down, started and did everything to lower the ladder back down. Cleaned up tools and moved unit forward to clean bay. Unit still has check engine stop engine lights on. Scrubbed bay. Old S/N 6610454371 New S/N 29557220 Unit also has a flat tire left rear drive outer. Reset prognostics and shift adaptive. Was asked to drive unit around yard because it was still shifting hard. Got in unit and drove around a bit and was harder than should have been. Got laptop and connected to DOC. Reset shift adaptive again and drove again. Still was rough going into 2nd LU. Reset again and drove around till all was smooth between N and 3rd.

Job #: 3	Job Code: QA	Job Description: QUALITY ASSURANCE CHECK
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**Condition:** QUALITY ASSURANCE CHECK \*\*

**Cause:**

**Correction:**

E-mail invoicing now available!  
AccountsReceivable@freightlinernw.com to enroll

TERMS & CONDITIONS:  
A service CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE 18%) will be added to any past due balance.

Misc. Charges**	499.10
MerchandiseAmt.	
Parts:	16,826.76
Labor:	9,424.80
Sublet:	261.66
Prepay:	0.00
Misc Supplies*	475.00
Taxes:	2,446.37
<b>Total:</b>	<b>29,933.69</b>

**Please Remit Payment to:**  
**277 STEWART ROAD SW**  
**PACIFIC, WA 98047**

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

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Propel Insurance</b> 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371	CONTACT NAME <b>Rainey Lindholm</b>	
	PHONE (A/C, No, Ext) <b>800 499-0933</b>	FAX (A/C, No) <b>866 577-1326</b>
	E-MAIL ADDRESS <b>rainey.lindholm@propelinsurance.com</b>	
INSURED <b>Gordon Truck Centers Inc.</b> <b>dba Freightliner Northwest</b> <b>277 Stewart Road SW</b> <b>Pacific, WA 98047-2155</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A <b>Travelers Indemnity Company of America</b>	NAIC # <b>25666</b>
	INSURER B <b>Travelers Property Casualty Co of America</b>	NAIC # <b>25674</b>
	INSURER C <b>Travelers Casualty &amp; Surety Company</b>	NAIC # <b>19038</b>
	INSURER D	
	INSURER E	
	INSURER F	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			AD2R3166222314	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV NJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AD2R3166222314	09/01/2023	09/01/2024	COMB NED S NGLE L MIT (Ea accident) \$1,000,000 BOD LY INJURY (Per person) \$ BOD LY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0			CUP2R5260722314 following form	09/01/2023	09/01/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below		N/A	UB0S590767 All States WA Stop Gap Incl	03/13/2023	03/13/2024	<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
A	Garagekeepers Primary Basis			AD2R3166222314	09/01/2023	09/01/2024	See Limit Below See Ded Below

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

Garagekeepers Coverage Limits per Location: Vehicles Held for Service /Repair

Deductibles per Auto \$10,000 Comp - Max per Loss \$50,000 - \$1,000 Coll

277 Stewart Rd SW Pacific WA - Limit \$8,000,000


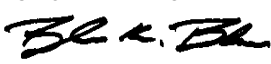
221 Stewart Rd SW Pacific WA - Limit \$1,080,000

524 Jacks Ln Mount Vernon WA - Limit \$2,500,000

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

	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 



## DESCRIPTIONS (Continued from Page 1)

1070 Stewart Re SW Pacific WA - Limit \$840,000  
13232 Case Rd SW Olympia, WA Limit \$2,500,000  
10310 W Westbow Blvd Spokane Limit \$8,000,000  
10220 W Westbow Blvd Spokane Limit \$ 360,000  
1910 Rudkin Rd Yakima, WA Limit \$300,000  
60596 Cristad Dr LaGrande, WA Limit \$150,000  
29265 Freedom Land, Hermiston OR Limit \$150,000  
600 S 56th Place Ridgefield WA Limit \$1,500,000  
2343 Biddle Rd Medford OR Limit \$2,500,000  
1214 N. Franklin Blvd Nampa ID Limit \$150,000  
151 Stewart Road Pacific WA Limit \$600,000  
3299 Lathrop St., Fairbanks AK Limit \$1,000,000  
222 W 92nd Ave ., Anchorage, AK Limit \$2,500,000  
4991 Caterpillar Road., Redding, CA Limit \$1,500,000

Evidence of Insurance

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

## **ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM**

### **ADDITIONAL INSURED SCHEDULE**

Designated Person or Organization: **SEE CA T8 04**

Address: .

### **PROVISIONS**

1. The following is added to Paragraph **D.2., Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

Any person or organization designated in the Additional Insured Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the acts or omissions of an "insured" under para-

graphs **D.2.a.** or **b.** of **SECTION I – COVERED AUTOS COVERAGES**.

2. The following is added to Paragraph **B., General Conditions**, of the **SECTION IV – CONDITIONS: Notice of Cancellation to Additional Insured**

In the event of cancellation of this policy, written notice of cancellation will be mailed by us to that person or organization designated in the Additional Insured Schedule.

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

## **ADDITIONAL INSURED FOR COVERED AUTOS COVERAGES – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
AUTO DEALERS COVERAGE FORM

### **SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS**

As per written contract

#### **PROVISIONS**

- 1. The following is added to Paragraph c. in D.2., Who Is An Insured, of SECTION I – COVERED AUTOS COVERAGES:**

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph 5., Other Insurance, in B., General Conditions, of SECTION IV –CONDITIONS, but only for Covered Autos Liability Coverage:**

Regardless of the provisions of paragraphs a. and f. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**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.

### **SCHEDULE**

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

SEE CA T8 05

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.

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

## **ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

### **SCHEDULE OF ADDITIONAL INSUREDS**

Designated Persons or Organizations: **SEE CA T8 07 09 21**

#### **PROVISIONS**

- 1. The following is added to Paragraph D., Who Is An Insured, of SECTION II – GENERAL LIABILITY COVERAGES:**

Any person or organization designated in the Schedule Of Additional Insureds is an "insured", but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertis-

ing injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a.** In the performance of your ongoing "auto dealer operations"; or
- b.** In connection with your premises owned by or rented to you.

**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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

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

As per written contract

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 02/05/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/6/2024

**Clerk's File #**

OPR 2024-0127

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

FIRE

**Project #**

**Contact Name/Phone**

DAVID (509)435-7080

**Bid #**

RFP #6015-23

**Contact E-Mail**

DSTOCKDILL@SPOKANECITY.ORG

**Requisition #**

MASTER

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON MCATHCART PDILLON

**Agenda Item Name**

1970 EMS BODY REPAIR MASTER CONTRACTS FOR HEAVY EQUIP AND FIRE

### **Agenda Wording**

Master Contract with Fleet Painting (OPR 2024-0127) and Western Peterbilt/Dobbs (OPR 2024-0128) for the repair of Fleet Service's and Fire's heavy equipment and heavy fire apparatus, respectively.

### **Summary (Background)**

Fleet Services and Fire maintain a large inventory of specialized heavy equip and heavy fire apparatus, respectively. Repair of the equipment is highly specialized. Request for Proposal #6015-23 was solicited by City Purchasing to generate a shared contract for Fleet and Fire. Two bids were received from Fleet Painting and Western Peterbilt/Dobbs. To ensure operational flexibility and adequate work-flow, 5-year master contracts were generated with each of these responsive companies.

Lease? NO Grant related? NO Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget?

Total Cost \$ 2,500,000 over 5 years

Current Year Cost \$ 500,000 maximum

Subsequent Year(s) Cost \$ 500,000 maximum

### **Narrative**

REF #6015-23 was solicited by Purchasing and reviewed by representatives from Fire and Fleet. Both responsive companies have a long history of excellent repair work involving City of Spokane vehicles.

### **Amount**

### **Budget Account**

Expense \$ 2,500,000 # various

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #





### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	WILLIAMS, TOM M.	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	WILLIAMS, TOM M.		
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Nathan Connell nathan.connell@dobbspeterbilt.com		Bryan Heidenreich bryan@fleetpainting.com	
fireaccounting@spokanecity.org		kschmitt@spokanecity.org	
		tprince@spokanecity.org	

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2024
<b>Submitting Department</b>	Fire
<b>Contact Name</b>	David Stockdill
<b>Contact Email &amp; Phone</b>	<a href="mailto:dstockdill@spokanecity.org">dstockdill@spokanecity.org</a> (509) 435-7080
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Cathcart, CM Dillon
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Body Repair Master Contracts for Heavy Equipment and Heavy Fire Apparatus
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. A Request for Proposals (RFP # 6015-23) was solicited by City Purchasing to generate a shared contract for Fleet and Fire. Two bids were received from Fleet Painting and Western Peterbilt/Dobbs. To ensure operational flexibility and adequate work-flow, 5-year master contracts were generated with each of these responsive companies in the amount of \$300,000 annually with Fleet Painting and \$200,000 annually with Western Peterbilt/Dobbs. These contracts will ensure equipment can be repaired in a timely manner, on an as-needed basis.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$2,500,000 over 5 years.</u> Current year cost: <u>\$500,000 maximum</u> Subsequent year(s) cost: <u>\$500,000 maximum</u>  <b>Narrative:</b> RFP # 6015-23 was solicited by Purchasing and reviewed by representatives from Fire and Fleet. Both responsive companies have a long history of excellent repair work involving City of Spokane vehicles.  <b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes, annual Program revenue from both Fleet and Fire will be utilized.  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Not Applicable – this approval request is for vehicle repair.	

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

Not Applicable – this approval request is for vehicle repair.

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

Not Applicable – this approval request is for vehicle repair.

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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*



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

**PERSONAL SERVICE AGREEMENT**

Title: **HEAVY DUTY EQUIPMENT  
BODY REPAIR SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **FLEET PAINTING, INC.**, whose address is 3105 East Alki Avenue, Spokane, Washington 99202 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Heavy Duty Equipment Body Repair Services, in accordance with RFP 6015-23, and Company's Response, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2024, and shall run through December 31, 2028, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

**3. COMPENSATION / PAYMENT.**

Total annual compensation for Company's services under this Agreement shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, plus applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **5. CITY OF SPOKANE BUSINESS LICENSE.**

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

#### **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **7. INDEMNIFICATION.**

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

## 8. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## 10. DEBARMENT AND SUSPENSION.

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

## 11. AUDIT.

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

## 12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

### **14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

### **16. ANTI KICK-BACK.**

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

### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**FLEET PAINTING, INC.**

**CITY OF SPOKANE FIRE DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certificate Regarding Debarment

Exhibit B – Company's Response to RFP

23-251



**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**

## Bid Response Summary

**Bid Number** RFP 6015-23  
**Bid Title** Heavy Duty Equipment Body Repair  
**Due Date** Monday, November 13, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** bryan@fleetpainting.com  
**Submitted By** bryan@fleetpainting.com bryan@fleetpainting.com - Monday, November 13, 2023 12:58:01 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Comments** bryan@fleetpainting.com

### Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Bryan Heidenreich Bryan@FleetPainting.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Richard Kimpel 509.534.4738 accounting@fleetpainting.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	Fleet Painting Hourly Rates Bid.pdf
2	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document.	City of Spokane Heavy Equip Bid.pdf

3	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document</p> <p>City of Spokane Heavy Duty Bid.docx</p>
4	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document</p> <p>CCF11132023_0001.pdf</p>
5	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document</p>
6	<p>Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.</p>
7	<p>Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.</p>
8	<p>Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.</p>

Fleet Painting has served the Inland Northwest's commercial, governmental and military communities with quality and reliable autobody paint and collision repair since 1978. Fleet Painting has provided reliable, affordable body repair and refinishing to the City of Spokane for three decades. Fleet Painting utilizes industry standard techniques and practices that are applied with expertise by our reliable and experienced staff. Fleet Painting looks forward to continuing to provide autobody services to the City of Spokane just as we have for more than 30 yrs.



### 3.3 technical proposal

1. Fleet Painting has been providing body repair services to the City of Spokane for three decades. Typically, a representative from the City of Spokane will contact Fleet Painting letting us know that a vehicle needs repair and request an estimate. An estimator from Fleet Painting will inspect the damaged vehicle, gather all pertinent information and use this information to write an estimate. The estimate is returned to the City of Spokane representative. Upon approval of estimate the appropriate parts and supplies can be ordered and the damaged vehicle will be either delivered to or picked up by Fleet Painting. Once at Fleet Painting the damaged vehicle will be repaired by our experienced staff and returned to pre collision, original and safe condition using standard industry methods and materials.

### 3.4 Management proposal

1. The staff of Fleet Painting are some of the most experienced people in the autobody industry and particularly in the Heavy Truck and Commercial field.

Our primary employees are as follows:

Dick Kimpel - founder of Fleet Painting. Founded Fleet Painting in 1978

Bryan Heidenreich – general manager and head estimator. Bryan has been with Fleet Painting since 1986 and started in the autobody industry in 1980. Has experience and knowledge of every phase and operation of commercial autobody repair as well as extensive experience in customer service and working with government agencies and insurance providers.

Rich Kimpel – Production manager. Rich has been with Fleet Painting since 1997. Has expertise and knowledge of every phase and operation of commercial autobody repair.

Kip Barrington – refinish technician – Kip has been with Fleet Painting since 2009 and has extensive experience in the application of automotive coatings of all types.

Johnnie Whitley - refinish technician – Johnnie has been with Fleet Painting since 2008 and has extensive experience in the application of automotive coatings of all types.

Robert Worley – body technician – Rob has been with Fleet Painting since 2000. Rob has expertise and knowledge of body repair of all types and is a specialist in commercial box repair and fiberglass and plastic repair.

Briar Hynes – body technician – Briar has been with Fleet Painting since 2021. Despite his short time at Fleet Painting Briar has over 30yrs in the autobody industry and more than 20 of those with a focus on heavy trucks. Briar has expertise in all phases of autobody repair and painting.

Fleet Painting also maintains a staff of 8 to 10 paint prep and light body repair technicians.

B.



Fleet Painting has been providing quality repairs and refinishing to the Inland Northwest's commercial, governmental and military communities since 1978. Fleet Painting has provided services to the City of Spokane for more than 30yrs



### 3.2 Letter of Submittal

1. Fleet Painting, Inc is located at 3105 E. Alki, Spokane, WA 99202.
  - a. Phone number: 509.534.4738
  - b. Fax number: 509.534.1851
  - c. Email Address: [Accounting@FleetPainting.com](mailto:Accounting@FleetPainting.com)
2. Fleet Painting is a Corporation
3. Fleet Paining operates at 3105 E. Alki, Spokane, WA 99202.
4. Fleet Painting has no City employees employed by or on the Shop's governing board as of the date of the Proposal or during the previous 12 months.
5. Fleet Painting Shall comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the city.

### 3.3 Technical Proposal

1. Fleet Painting has decades of experience in providing excellent workmanship for the City of Spokane as we have been providing this service to the City since the 1980's. Since then, we have handled everything from minor dents and repairs to complete body repair and full paint jobs on the City's fleet of Heavy Duty Vehicles.

2.

### 3.4 Management Proposal

#### A. Staff Qualifications / Expertise

1. Dick Kimpel has owned and operated Fleet Painting for over 45 years.
2. Our General Manager, Bryan Heidenreich, has worked here for 37 years and has worked in and managed every department in our facility.
3. Rich Kimpel has 20 years of experience managing our body repair department as well as overseeing the paint department.
3. Kip Barrington has been with the company for nearly 14 years and has handled our body department and has worked on the City of Spokane's Heavy Duty fleet for the entirety of his employment here.
5. Paul Bertelson has worked for Fleet Painting for 6 ½ years in our blank department
6. Johnnie Whitley has worked for Fleet Painting for nearly 15 years in our blank department
7. Jody Degenstein has been with Fleet Painting for 7 ½ years
8. Robert Worley has been with Fleet Painting for nearly 23 years

9. Briar Hynes 1 ½ years

B. Company Qualifications / Expertise

1. Fleet Painting has been performing Heavy Duty Equipment repair for over 45 years in the City of Spokane, Including, but not limited to, the entities listed below:

A. City of Spokane's Heavy Duty Equipment Body Repair bid award.

B. Spokane County Heavy Duty Equipment Body Repair

C. Peterbilt

D. Kenworth

E. Penske

F. Bay Shore Systems

G. Busch Distributing

H. Central Pre-mix

I. CdA Metals

# Fleet Painting, Inc

## ATTACHMENT "A" - PRICING PAGE RFP #6015-23 HEAVY DUTY EQUIPMENT BODY REPAIR

The undersigned agrees to furnish the following goods and/or services according to all provisions set forth in the above referenced RFP.

ITEM NO.	EST QTY	DESCRIPTION	HOURLY	BASE BID
1	2100 Hours	Labor for body work	\$130 <sup>00</sup>	273,000
2	1100 Hours	Labor for painting	130 <sup>00</sup>	143,000
3	100 Hours	Labor for framework	130 <sup>00</sup>	10,000
4	40 Hours	Labor for mechanical (non body and paint)	130 <sup>00</sup>	5,200
5		Parts, paint and other supplies to be billed at cost plus % of markup. (Estimated cost of parts is \$65,000.00 plus <u>25%</u> %)		81,250
SUB TOTAL ALL ITEMS				\$512,450 <sup>00</sup>
WA STATE SALES TAX (9.1%)				\$46,632 <sup>95</sup>
TOTAL				\$559,082 <sup>95</sup>

Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

\$559,082<sup>95</sup>



< Business Lookup

## License Information:

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

**Entity name:** FLEET PAINTING, INC.

**Business name:** FLEET COATINGS

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

**UBI #:** 600-478-341

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 3105 E ALKI AVE  
SPOKANE WA 99202-3801

**Mailing address:** 3105 E ALKI AVE  
SPOKANE WA 99202-3801



Excise tax and reseller permit status:

Click here

Secretary of State status:

Click here

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Minor Work Permit				Active	Jul-31-2024	Jul-11-2023
Spokane General Business	T12017649BL			Active	Dec-31-2024	Oct-15-2012

## Governing People

May include governing people not registered with Secretary of State

Governing people	Title
KIMPEL, KAREN	
KIMPEL, RICHARD	

The Business Lookup information is updated nightly. Search date and time:  
1/11/2024 9:56:56 AM



**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

12/04/2023

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 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> CHOICE Insurance LLC 11 1715 Market Street STE 100  Kirkland WA 98033	<b>CONTACT NAME:</b> Alina Frenkel <b>PHONE (A/C, No. Ext):</b> (425) 739-6565 <b>E-MAIL ADDRESS:</b> service@choiceinsurance.net <b>FAX (A/C, No):</b> (425) 739-9955
<b>INSURED</b> Fleet Painting, Inc.  3105 E. Alki Ave  Spokane WA 99202	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Accelerant National Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	<b>NAIC #</b> 10220

**COVERAGES PROD / CUSTOMER ID:****CERTIFICATE #:** Cert ID 27053**REVISION #:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS <input checked="" type="checkbox"/> Spec. Described Auto			N0046PK000017-00	03/19/2023	03/19/2024	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ AGGREGATE \$
A	<b>GARAGE KEEPERS LIABILITY</b> <input type="checkbox"/> LEGAL LIABILITY <input checked="" type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS			N0046PK000017-00	03/19/2023	03/19/2024	<input checked="" type="checkbox"/> COMP / OTC SPECIFIED PERILS LOC 1 \$ 1,000,000 <input checked="" type="checkbox"/> COLLISION LOC 1 \$ 1,000,000 LOC \$
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" 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:			N0046PK000017-00	03/19/2023	03/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			N0046PK000017-00	03/19/2023	03/19/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below Y / N <input type="checkbox"/> N / A			N0046PK000017-00 SG	03/19/2023	03/19/2024	<input type="checkbox"/> PER STATUTE <input checked="" 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
A	<b>Commercial Property</b>			N0046PK000017-00	03/19/2023	03/19/2024	BPP - RCV 800,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Spokane Fire Department is listed as Certificate Holder - EVIDENCE OF INSURANCE

**CERTIFICATE HOLDER****CANCELLATION**

Spokane Fire Department	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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## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 02/05/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/6/2024

**Clerk's File #**

OPR 2024-0128

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

FIRE

**Project #**

**Contact Name/Phone**

DAVID (509)435-7080

**Bid #**

RFP #6015-23

**Contact E-Mail**

DSTOCKDILL@SPOKANECITY.ORG

**Requisition #**

MASTER

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON MCATHCART PDILLON

**Agenda Item Name**

1970 EMS BODY REPAIR MASTER CONTRACTS FOR HEAVY EQUIP AND FIRE

### **Agenda Wording**

Master Contract with Fleet Painting (OPR 2024-0127) and Western Peterbilt/Dobbs (OPR 2024-0128) for the repair of Fleet Service's and Fire's heavy equipment and heavy fire apparatus, respectively.

### **Summary (Background)**

Fleet Services and Fire maintain a large inventory of specialized heavy equip and heavy fire apparatus, respectively. Repair of the equipment is highly specialized. Request for Proposal #6015-23 was solicited by City Purchasing to generate a shared contract for Fleet and Fire. Two bids were received from Fleet Painting and Western Peterbilt/Dobbs. To ensure operational flexibility and adequate work-flow, 5-year master contracts were generated with each of these responsive companies.

Lease? NO Grant related? NO Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget?

Total Cost \$ 2,500,000 over 5 years

Current Year Cost \$ 500,000 maximum

Subsequent Year(s) Cost \$ 500,000 maximum

### **Narrative**

REF #6015-23 was solicited by Purchasing and reviewed by representatives from Fire and Fleet. Both responsive companies have a long history of excellent repair work involving City of Spokane vehicles.

### **Amount**

### **Budget Account**

Expense \$ 2,500,000 # various

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #





## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2024
<b>Submitting Department</b>	Fire
<b>Contact Name</b>	David Stockdill
<b>Contact Email &amp; Phone</b>	<a href="mailto:dstockdill@spokanecity.org">dstockdill@spokanecity.org</a> (509) 435-7080
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Cathcart, CM Dillon
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Body Repair Master Contracts for Heavy Equipment and Heavy Fire Apparatus
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. A Request for Proposals (RFP # 6015-23) was solicited by City Purchasing to generate a shared contract for Fleet and Fire. Two bids were received from Fleet Painting and Western Peterbilt/Dobbs. To ensure operational flexibility and adequate work-flow, 5-year master contracts were generated with each of these responsive companies in the amount of \$300,000 annually with Fleet Painting and \$200,000 annually with Western Peterbilt/Dobbs. These contracts will ensure equipment can be repaired in a timely manner, on an as-needed basis.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$2,500,000 over 5 years.</u> Current year cost: <u>\$500,000 maximum</u> Subsequent year(s) cost: <u>\$500,000 maximum</u>  <b>Narrative:</b> RFP # 6015-23 was solicited by Purchasing and reviewed by representatives from Fire and Fleet. Both responsive companies have a long history of excellent repair work involving City of Spokane vehicles.  <b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes, annual Program revenue from both Fleet and Fire will be utilized.  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Not Applicable – this approval request is for vehicle repair.	

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

Not Applicable – this approval request is for vehicle repair.

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

Not Applicable – this approval request is for vehicle repair.

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?

Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*



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

**PERSONAL SERVICE AGREEMENT**

Title: **HEAVY DUTY EQUIPMENT  
BODY REPAIR SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **WESTERN PETERBILT, LLC dba DOBBS PETERBILT**, whose address is 23501 East Knox Avenue, Liberty Lake, Washington 99019 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Heavy Duty Equipment Body Repair Services, in accordance with RFP 6015-23, and Company's Response, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2024, and shall run through December 31, 2028, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

**3. COMPENSATION / PAYMENT.**

Total annual compensation for Company's services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **5. CITY OF SPOKANE BUSINESS LICENSE.**

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

#### **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **7. INDEMNIFICATION.**

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

## 8. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## 10. DEBARMENT AND SUSPENSION.

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

## 11. AUDIT.

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

## 12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

### **14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

### **16. ANTI KICK-BACK.**

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

### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**WESTERN PETERBILT, LLC.  
dba DOBBS PETERBILT**

**CITY OF SPOKANE FIRE DEPARTMENT**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certificate Regarding Debarment

Exhibit B – Company's Response to RFP

23-252



**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**

## Bid Response Summary

**Bid Number** RFP 6015-23  
**Bid Title** Heavy Duty Equipment Body Repair  
**Due Date** Monday, November 13, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Western Peterbilt LLC DBA Dobbs Peterbilt  
**Submitted By** Nathan Connell - Monday, November 13, 2023 7:56:54 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 nathan.connell@dobbspeterbilt.com 5095357111

### Comments

### Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED

5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Nathan Connell (509)-951-4683 Nathan.Connell@dobbspeterbilt.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	David Conijn 916-365-6438 David.Conijn@dobbspeterbilt.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document	RFP #6015-23 Attachment A (1).pdf

2	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document.</p>	Proposal RFP 6015-23.docx
3	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document</p>	
4	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document</p>	
5	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. If you are submitting responses for various locations - only one response can be uploaded at once - there are multiple places to upload your responses in this RFP Document</p>	

6	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.
7	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.
8	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.

# Proposal

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DOBBS PETERBILT

23501 E KNOX AVE.

LIBERTY LAKE, WA 99019

509-535-7111

## **General Manager**

David Conijn

916-365-6438

[David.Conijn@dobbspeterbilt.com](mailto:David.Conijn@dobbspeterbilt.com)

## **Service Manager**

Nathan Connell

509-951-4683

[Nathan.Connell@dobbspeterbilt.com](mailto:Nathan.Connell@dobbspeterbilt.com)

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## **Methodology**

Dobbs Peterbilt in pursuit of RFP #6015-23 is formerly responding with submission for opportunity approval. Dobbs Peterbilt is a Premier dealer group provider, providing Service, Parts and Sales support. Dobbs Peterbilt Liberty Lake represents Peterbilt, AutoCar and Battle Motors, Formerly Coast Crane Carriers, as the OEM Service, Parts and Sales supporting dealer. Dobbs Peterbilt Liberty Lake is recognized as a Peterbilt Factory Warranty Body and Paint Repair location. Dobbs Peterbilt Liberty Lake's Body Shop is an umbrella department under the Service Department. Body shop hours of operation are Monday through Friday 6:00AM to 4:30PM with overtime allowance and Saturday availability. Dobbs Peterbilt body shop has the ability to performed mechanical repair and are required to complete the same Peterbilt Training, obtain the same OE certifications as the Service department. Mechanical repairs may be scheduled through the Service Department when adjudicated by department foreman with discursion of work scope and the expected repair completion date. The Service Department is a Monday through Saturday operation 6:00AM to 11:30PM. Dealer site location is an 8 acres' lot with a security fence to secure the property. The Dealership utilizes a CCTV security camera system both inside and outside the dealership. CCTV recordings are stored for future review upon request. Staff head count total is 23 Employees. 3 Service Advisors, 2 Body/Service Foreman, 3 dedicated body shop technicians and 15 main service technicians. Dobbs Peterbilt Liberty Lake. Body Shop Staff combine have over 30 years' and exceeds the minimum qualifications required to be awarded. Current body shop production and repairs includes and are not limited to:

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### **Body Repairs**

Plastic Repairs, Aluminum body repair, Paint application qualified by DuPont, Paint Booth Certified with SRCAA capable of housings Heavy Duty equipment up for 45' in length. Paint Booth also includes heating element for baking and curing paint as guided by our Original Equipment Dobbs Peterbilt represents. Body panel repairs include repair cab segments to cab replacements.

### **Frame Repairs**

Frame straighten is completed through use of engineered beams and foundation anchors. Dobbs Peterbilt Liberty Lake is capable of repairing & straightening frame damage to Peterbilt, Autocar and Battle Motor standards as guided but provided body repair manuals. Certifications with Peterbilt and Hunter include Suspensions and Foundation Frame systems including; Advanced Alignment Analysis, Alignment Diagnostics Per TMC RP 642. Body Shop adheres to Peterbilt standards when repairing suspension systems.

### **Air Conditioning Repairs**

Air Conditioning certification with MACS 609 Certification(s), Peterbilt factory Air Conditioning training, tooled with Robin Air and Bosch evacuation and testing equipment.

### **Welding Repairs**

Technical staff includes American Welding Society SMAW certified welder capable of both structural steel and aluminum repairs.

### **Housings Requirements**

Four Bay Body Shop includes bay at 48' in length by 20' width. Bays can be combined obstruction free for a total length of 96'. Body shop security is maintained and monitored through security sensors and Security Cameras capable of storing videos up to 30 days

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## Quality of Work Plan Example

Dobbs Peterbilt utilized the web based program PACCAR Solutions (Decisiv) to manage customer communications, approvals and/or completing of work notifications. Notes within the system will remain within the PACCAR Solutions for archiving.

When The City of Spokane Fleet Services asset arrives at the dealership, asset information is captured as well as a TruVideo, video, condition of said asset upon arrival. The asset, The City of Spokane Fleet Services contact information and scope of work is then populated into PACCAR Solutions case unique to the unit VIN. If the customer is providing additional documentation PACCAR Solutions allows external notes and documents to be cataloged and stored in PACCAR Solutions case. Upon completion, the asset is Checked-In VIA PACCAR Solutions and an Email/SMS Text is sent to notify the Fleet Services contact that asset is ready to be inspected and estimated.

A Repair Order is generated and dispatched the qualified body technician who captures pictures of the damage for documentation and drafts an estimate. This drafted estimate and scope of work is reviewed with department Foreman(S) and a final estimate published. Within 3 business days of asset Check-In, an Approval Request, with a date of repair completion, is sent VIA PACCAR Solutions for Fleet Services' review. Once Approved, Fleet Services is to respond to the PACCAR Solution Emailed Approval Request. If Fleet Services is to give an approval notice over telephone, Fleet Services will be asked to respond to the emailed Request Approval. Once approved parts are ordered and scope of work begins. During the repair process if unforeseen damages are uncovered, a change order/estimate revision is published and resent to the customer VIA Approval Request with case notes describing the findings. If additional information is needed Dobbs Peterbilt Service Advisors will call direct to review and if requested furnish pictures. If the scope of work observes frame damage and/or deformation, this work is scheduled with the main Service Shop to be corrected in our Frame and Alignment bay.

During the complete repair process, Foreman(s) are tasked with inspecting work being completed during the complete repair process. If deficiencies are found they are corrected at the time of inspection. When the scope of work is completed, Foreman complete a final Quality Control Inspection. Once signed off, the Fleet Services is contacted VIA PACCAR Solutions and a shuttle is provided or arranged to deliver the Asset back to Fleet Services or the appropriate Fire District location.

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**ATTACHMENT "A" - PRICING PAGE  
RFP #6015-23 HEAVY DUTY EQUIPMENT BODY REPAIR**

The undersigned agrees to furnish the following goods and/or services according to all provisions set forth in the above referenced RFP.

ITEM NO.	EST QTY	DESCRIPTION	HOURLY	BASE BID
1	2100 Hours	Labor for body work	\$165	\$346,500
2	1100 Hours	Labor for painting	\$165	\$181,500
3	100 Hours	Labor for framework	\$195	\$19,500
4	40 Hours	Labor for mechanical (non body and paint)	\$195	\$7,800
5		Parts, paint and other supplies to be billed at cost plus % of markup. (Estimated cost of parts is \$65,000.00 plus <u>30%</u> %)		\$84,500
SUB TOTAL ALL ITEMS				\$ 639,800
WA STATE SALES TAX (9.1%)				\$58,221.80
TOTAL				\$698,021.80

Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

**Below Examples are repairs that have been brought back to factory standard.  
Please reference pictures and associated notes:**

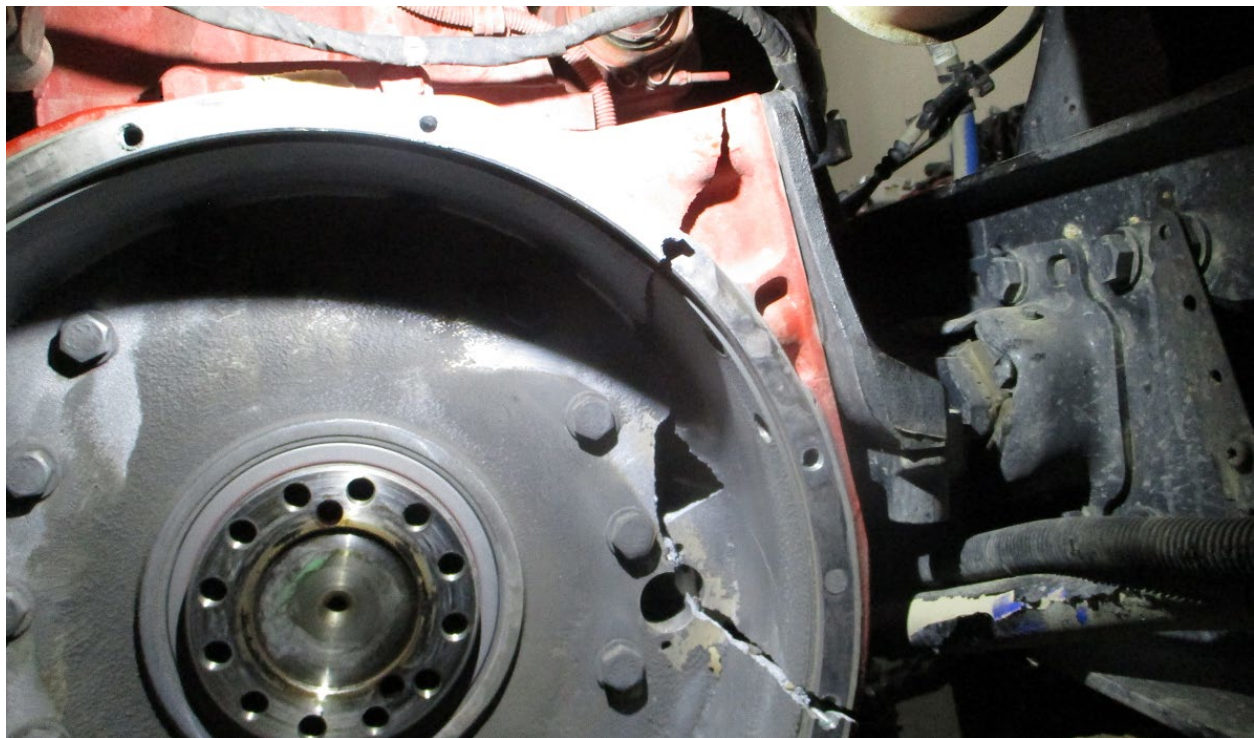


***Lay over including puncturing the cab requiring a cab corner re-skin and paint work.  
Suspension components were broken***



***Scratched sleeper side with deformed sheet metal, Re-Skin Replacement and paint.***





***Front end wreck, broken bellhousing, the transmission was sent to the distributor be inspected. This truck is unique given its 6x6 drive train. The front axle was completely relocated requiring mounting, axle and drive train repairs.***



***Layover. The Sleeper was able to be repaired without skinning. The truck was loaded and the weight broke suspension parts requiring the front diff housings to be replaced.***





***Current Work, Trailer receiving top and bottom rail paint***

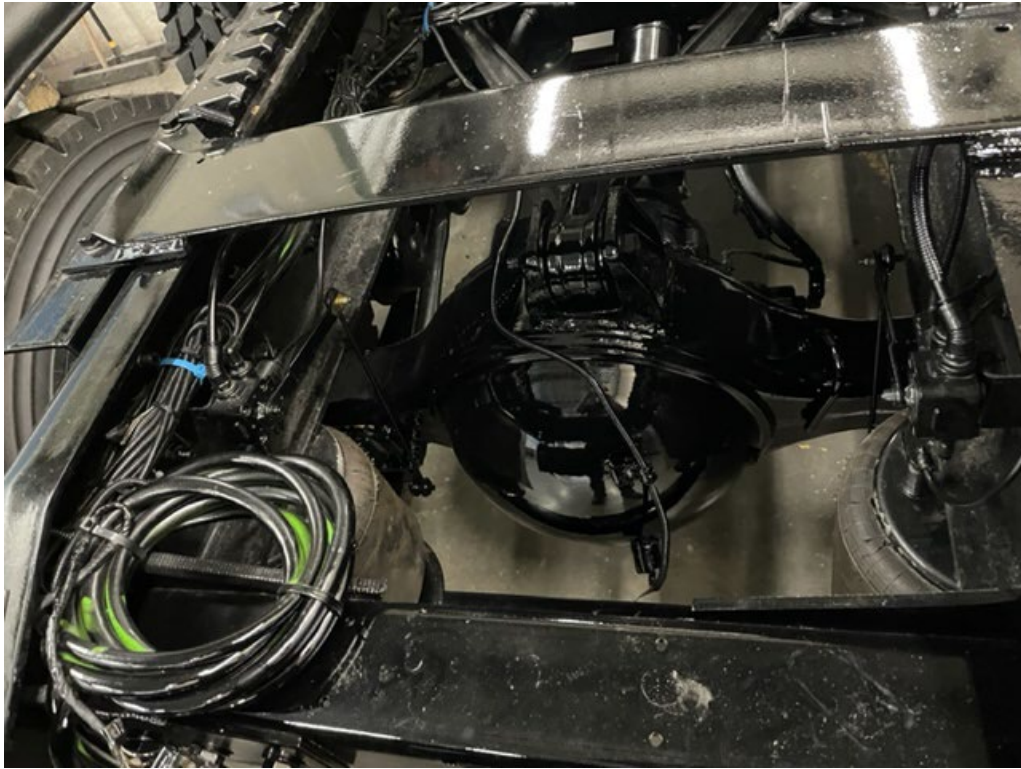


*Front end wreck in for estimate approval*





***New Hood With New Paint, Cab Re-Spray with body damage repair***



***New truck sales unit. Prior to delivery this truck had received wide track axle housings. These axle housings required all mounting points to be removed and re-welded on wide track axle housings. Both front and rear axle housings were replaced and painted. A full truck alignment had perfect alignment.***



*Customer had layed his truck over with a load of logs of the side of the mountain road. We had successfully straighten his frame with a 1/16" bumper to back variance as well as cab to frame.*





***Hood Repair on a 2023 579. The hood is composite requiring the hood segments to be prepped then bound together using 3M Panel Compound.***



*This customer had a hit rear ended a flat bed truck.*



***Deer strike. Hood as repaired, crown and bumper replaced.***

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**ATTACHMENT "A" - PRICING PAGE**  
**RFP #6015-23 HEAVY DUTY EQUIPMENT BODY REPAIR**

The undersigned agrees to furnish the following goods and/or services according to all provisions set forth in the above referenced RFP.

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SUB TOTAL ALL ITEMS				\$ 639,800
WA STATE SALES TAX (9.1%)				\$58,221.80
TOTAL				\$ 698,021.80

Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

Evolution Insurance Company, Ltd  
4/1/2023-4/1/2024  
BINDING CONFIRMATION



**Insured Name:** GWP Holdings, LLC (dba Dobbs Peterbilt)

**Agency:** Edgewood Partners Insurance Center (EPIC)

<b>Policy #'s:</b>	CA 5721590	GARAGE	NATIONAL UNION FIRE
	WC 80878143	CA	INS.CO.
	WC 80878144	AOS	NEW HAMPSHIRE
			INSURANCE CO
			NEW HAMPSHIRE
			INSURANCE CO

**Estimated Proforma Premium:** \$2,107,452

**Estimated Policy Premium:** \$2,107,452

**\*\*subject to change if bound exposures change**

**Estimated Brokerage:** \$0

**Estimated Surcharges:** \$13,679

**Premium Installments:** Provided separately

**TRIA:**

**WC TRIA Premium included:** \$3,688

**GL Terrorism Premium included:** \$17,205

**AL Terrorism Premium included:** \$0

**Annual Exposures:**

<b>WC</b>	\$48,219,567	WC Payroll
<b>Auto Dealers</b>	\$76,513,207	Full payroll including monopolistic
<b>AL</b>	0	
<b>APD</b>	0	

**Standard Coverage Terms:** As Proposed

**Filings:** As Requested



**Evolution Insurance Company, Ltd**  
**4/1/2023-4/1/2024**  
**BINDING CONFIRMATION**

**Unusual Terms Proposed**

<b><u>LOB</u></b>	<b><u>Form Number</u></b>	<b><u>Form Name</u></b>	<b><u>Comments</u></b>
Auto	CA 25 14	Broadened Coverage - Garages	
Auto	CA 99 55	Pollution Liability - Broadened Coverage For Covered Autos - Auto Dealers Coverage Form	
Auto	Higher Limits	Increased Policy Limits	Limit of \$3,000,000 Aggregate
Auto	Manuscript	Additional Insured - Where Required Under Contract or Agreement	Updated 87953 to add some GL give backs

*Jason Hite*

---

Underwriter Signature

3/28/2023

---

Date

Please Print

---

Agency Signature

---

Date

Please Print



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Limited Liability Company

WESTERN PETERBILT, LLC  
2800 136TH AVENUE CT E  
SUMNER WA 98390-9206

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

Issue Date: Dec 01, 2023

Unified Business ID #: 600471845

Business ID #: 001

Location: 0001

Expires: Dec 31, 2024

## CITY/COUNTY ENDORSEMENTS:

ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT #T13002275BUS - ACTIVE

## DUTIES OF MINORS:

Ages 16-17: filing, copying, printing, scanning

## LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors may not operate or work in close proximity to heavy moving equipment. This includes, but is not limited to, earth-moving machines, cranes, compactors, forklifts and tractors. WAC 296-125-030(17)

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: 600471845 001 0001

WESTERN PETERBILT, LLC  
2800 136TH AVENUE CT E  
SUMNER WA 98390-9206

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION - ACTIVE  
ISSAQUAH GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT #T13002275BUS -  
ACTIVE

Expires: Dec 31, 2024

Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2023-1055

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

HOUSING & HUMAN SERVICES

**Project #**

**Contact Name/Phone**

ADAM 6048

**Bid #**

**Contact E-Mail**

ASCHOOLEY@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE KKLITZKE JBINGLE

**Agenda Item Name**

1680- FY2022 VOA GRANT CONSOLIDATION, CONTINUUM OF CARE FUNDS

### **Agenda Wording**

FY2022 VOA Grant Consolidation, Continuum of Care Funds

### **Summary (Background)**

VOA requested consolidation of three of their Permanent Supportive Housing grants in the Continuum of Care FY2022 program: WA0111 OPR 2023-1054, WA0457 OPR 2023-1057 and WA0511 OPR 2023-1055. Per Skyler Brown, Grants and Contracts Financial Manager, CHHS will de-obligate the remaining balances of WA0111 and WA0457, rolling them into WA0511. Financial figures will be updated prior to the Feb 12 committee meeting after receipt of VOA's January billings. There is no net fiscal impact.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 706,550

Current Year Cost \$ 706,550

Subsequent Year(s) Cost \$ 0

### **Narrative**

\$706,550 is the total consolidated amount for the FY2022 CoC grants WA0111 OPR 2023-1054, WA0457 OPR 2023-1057, and WA0511 OPR 2023-1055. The new contract will be the remaining balance after the January 2024 invoices are received.

### **Amount**

### **Budget Account**

Revenue \$ 706550

# 1541-95575-99999-33114-73805

Expense \$ 706550

# 1541-95575-65410-54201-99999

Select \$

#

Select \$

#

\$

#

\$

#



## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	CULTON, RICHARD	<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>Division Director</u>	KINDER, DAWN		
<u>Accounting Manager</u>	BROWN, SKYLER		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	JONES, GARRETT		

fschott@voaspokane.org	aschooley@spokanecity.org
kbabb@spokanecity.org	rculton@spokanecity.org
dkinder@spokanecity.org	dnorman@spokanecity.org
sbrown@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	February 12, 2024
<b>Submitting Department</b>	Community, Housing, and Human Services
<b>Contact Name</b>	Adam Schooley
<b>Contact Email &amp; Phone</b>	<a href="mailto:aschooley@spokanecity.org">aschooley@spokanecity.org</a> , 509-625-6053
<b>Council Sponsor(s)</b>	<u>Zack Zappone, Jonathan Bingle, Kitty Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	FY2022 VOA Grant Consolidation, Continuum of Care Funds
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Volunteers of America of Eastern Washington and Northern Idaho requested consolidation of three of their Permanent Supportive Housing grants in the Continuum of Care FY2022 program.</p> <ul style="list-style-type: none"> <li>WA0111 OPR 2023-1054</li> <li>WA0457 OPR 2023-1057</li> <li>WA0511 OPR 2023-1055</li> </ul> <p>HUD has determined that the change is necessary streamline administrative responsibilities and by extension better serve eligible persons within the geographic area. This change will help to ensure that the priorities established under the most recent Notice of Funding Opportunity (NOFO) are met.</p> <p>Per Skyler Brown, Grants and Contracts Financial Manager, CHHS will de-obligate the remaining balances of WA0111 and WA0457, rolling them into WA0511 as the retaining HUD grant number.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$648,411.42</u> Current year cost: \$648,411.42 Subsequent year(s) cost: n/a  <b>Narrative:</b> \$648,411.42 is the total consolidated remaining balance for the FY2022 CoC grants_WA0111 OPR 2023-1054, WA0457 OPR 2023-1057, and WA0511 OPR 2023-1055.  <b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is a Continuum of Care grant, renewable annually by HUD.  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts** (If N/A, please give a brief description as to why) This consolidation will improve efficiencies during invoice review, performance monitoring and contract creation during the next renewal period.

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

The CoC continually looks for strategies to increase services to historically excluded communities. Historically excluded or underrepresented communities are present in Spokane's homeless population at a higher rate than in Spokane's non-homeless population. The organizations receiving these HUD awards continually review their policies and procedures for ways to decrease the equity disparity in homeless populations.

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

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC and the City's analysis and reporting requirements regarding 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?**

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC's and HUD's performance metrics. This information is used to score subrecipients for ranking during the renewal process each year. Lower scored projects may not receive funding in future years. This was evidenced in the FY 2021 award when HUD eliminated funding for Spokane's three lowest performing projects.

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

The City of Spokane actively participated in the development of the 5-year strategic plan to end homelessness. The services funded through the CoC HUD award align with the 5-year strategic plan to end homelessness.

**Grant Number/FAIN: WA9999U0T022203**  
**Recipient Name: City of Spokane**  
**Tax ID No.: 91-6001280**  
**Unique Entity Identifier (UEI) Number: PDNCLY8MYJN3**  
**Federal Award Date:**

**AMENDMENT TO THE CONTINUUM OF CARE PROGRAM (CDFA#  
14.267) GRANT AGREEMENT (OPR 2023-1055)**

This Amendment to Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the City of Spokane, (the Recipient), Community, Housing and Human Services, 808 W. Spokane Falls Blvd, Spokane, WA 99201-3342.

**RECITALS**

1. HUD and the Recipient entered into a Continuum of Care Program (CDFA# 14.267) grant agreement dated September 7, 2022, having Grant No. WA9999U0T022203 (the Grant Agreement).
2. The parties are desirous of amending the Grant Agreement to consolidate three grants during their period of performance. This is permitted under the 2022 NOFO for UFA recipients. Grant numbers WA0111U0T022215 and WA0457U0T022202 and their associated funding will be combined with WA0511U0T022201 which will be the surviving grant.
3. HUD has determined that the change is necessary streamline administrative responsibilities and by extension better serve eligible persons within the geographic area. This change will help to ensure that the priorities established under the most recent Notice of Funding Opportunity (NOFO) are met.

**AGREEMENTS**

The Grant Agreement is hereby amended as follows:

HUD's total funding obligation for this grant remains the same, however the funds for Grant No. WA9999U0T022203 are now allocated as follows:

**UFA Renewal projects:**

<b>Project No.</b>	<b>Amount</b>
WA0373U0T022206	\$ 249,018
WA0126U0T022215	\$ 76,201



WA0420U0T022204	\$	333,068
WA0512U0T022201	\$	204,154
WA0331U0T022207	\$	187,576
WA0130U0T022215	\$	756,463
WA0418U0T022204	\$	226,746
WA0330U0T022207	\$	77,345
WA0288U0T022209	\$	479,759
WA0353U0T022207	\$	330,899
WA0511U0T022201	\$	706,550
WA0329U0T022207	\$	197,468
WA0374U0T022206	\$	219,869
WA0109U0T022215	\$	67,755

This Amendment to Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: **JOHN SCHELLING** Digitally signed by JOHN SCHELLING  
Date: 2024.01.31 14:23:56 -08'00'  
 \_\_\_\_\_  
 (Signature)  
 John D. Schelling, CPD Director, Seattle Field Office  
 \_\_\_\_\_  
 (Typed Name and Title)  
 1/24/2024  
 \_\_\_\_\_  
 (Date)

**RECIPIENT**

\_\_\_\_\_  
 (Name of Organization)

BY: \_\_\_\_\_  
 (Signature of Authorized Official)  
 \_\_\_\_\_  
 (Typed Name and Title of Authorized Official)  
 \_\_\_\_\_  
 (Date)



**Agenda Sheet for City Council:**  
**Committee:** Urban Experience **Date:** 02/12/2024  
**Committee Agenda type:** Consent

<b>Date Rec'd</b>	2/12/2024
<b>Clerk's File #</b>	OPR 2024-0129
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Project #</b>	
<b>Contact Name/Phone</b>	AMANDA BECK X6414	<b>Bid #</b>	
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON ZZAPPONE		
<b>Agenda Item Name</b>	0650 - MFTE CONDITIONAL AGREEMENT FOR 2404 W COLLEGE AVE		

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Kandi Stickman & Leon Williams, for the future construction of approximately 4 units, at Parcel Number(s) 25133.0222 commonly known as 2404 W College Ave.

**Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	N/A
Total Cost	\$ 0
Current Year Cost	\$ 0
Subsequent Year(s) Cost	\$ 0

**Narrative**

<b>Amount</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	GARDNER, SPENCER		
<u>Division Director</u>	GARDNER, SPENCER		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	BEATTIE, LAUREN		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Leon Williams (signer) - leonrw1952@gmail.com		smacdonald@spokanecity.org	
sgardner@spokanecity.org		tstripes@spokanecity.org	
abeck@spokanecity.org		rbenzie@spokanecity.org	



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson; Zack Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>Williams Apartments</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>8-year Market Rate Exemption</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>Williams Apartments</u> at January 22, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>4 units</u></b>, at <b><u>2404 W COLLEGE AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>• Property is zoned <b><u>RSF</u></b> and the proposed use is allowed.</li><li>• Estimated Construction Costs: <b><u>840000</u></b></li><li>• Located in the <b><u>West Central</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT** is between the City of Spokane, a Washington State municipal corporation, as “City”, and WILLIAMS, LEON R/STICKMAN, KANDI, as “Owner/Taxpayer” whose business address is 2001 E DEVOE AVE SPOKANE VALLEY, WA 99217.

### WITNESSETH:

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:

### **NETTLETON 1ST L24 B10**

Assessor’s Parcel Number(s) **25133.0222**,

commonly known as

**2404 W COLLEGE AVE 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 **8-year Market Rate Exemption**. 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 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 **4** 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;

(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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

WILLIAMS, LEON R/STICKMAN, KANDI

By:

By:

\_\_\_\_\_  
Mayor, Lisa Brown

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

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Approved as to form:

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

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



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2024-0130

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Contact Name/Phone**

AMANDA BECK X6414

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE MCATHCART

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 702 W 2ND AVE AKA 204 S

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Steve Schmautz, for the future construction/renovation of approximately 42 units, at Parcel Number(s) 35192.2204 commonly known as 702 W 2nd Ave.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

GARDNER, SPENCER

**Division Director**

MACDONALD, STEVEN

**Accounting Manager**

ORLOB, KIMBERLY

**Legal**

BEATTIE, LAUREN

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**Distribution List**

Steve Schmautz (signer) - steve@sdsrealty.com

abeck@spokanecity.org

tstripes@spokanecity.org

smacdonald@spokanecity.org

sgardner@spokanecity.org

rbenzie@spokanecity.org



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>Collins Apartments Rehabilitation</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>Collins Apartments Rehabilitation</u> at February 26, 2023 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>42 units</u></b>, at <b><u>701 W 2<sup>nd</sup> AVE AKA 204 S WALL ST SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>DTG</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>2500000</u></b></li><li>Located in the <b><u>Riverside</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;



- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and SCHMAUTZ, STEVE & TRESA/SCHMAUTZ FAMILY, as “Owner/Taxpayer” whose business address is 108 N WASHINGTON ST STE 600 SPOKANE, WA 99201.**

### WITNESSETH:

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:

### **RAILROAD ADD L5 B34**

Assessor’s Parcel Number(s) **35192.2204**,

commonly known as

### **701 W 2ND AVE 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 **12-yr Affordable Rentals of 12 + Units**. 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 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 **42** 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;

(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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in

terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

SCHMAUTZ, STEVE & TRESA/SCHMAUTZ FAMILY

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Mayor, Lisa Brown

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2024-0131

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Contact Name/Phone**

AMANDA BECK X6414

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON BWILKERSON

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 4107 E 28TH AVE

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Bauer Properties, LLC, for the future construction/renovation of approximately 8 units, at Parcel Number(s) 35274.0717 commonly known as 4107 E 28th Ave.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

#### **Amount**

#### **Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#





### Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



## PLANNING & ECONOMIC DEVELOPMENT

### MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	Paul Dillon , Lili Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b>Hillside Haven 4-plexes</b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>Hillside Haven 4-plexes</u> at the February 26, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>8 units</u></b>, at <b><u>4107 E 28TH AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>RSF</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>2700000</u></b></li><li>Located in the <b><u>Lincoln Heights</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and BAUER, PROPERTIES, LLC, as “Owner/Taxpayer” whose business address is 21410 N SADDLE MOUNTAIN LN COLBERT, WA 99005-9119.**

### **WITNESSETH:**

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:

### **LINCOLN HEIGHTS ADDITION N130FT LT 6 & ALL LTS 7 & 8 BLK 79**

Assessor's Parcel Number(s) **35274.0717**,

commonly known as

**4107 E 28TH AVE SPOKANE, WA.**

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, 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 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 8 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;

(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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth



in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

BAUER PROPERTIES, LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Mayor, Lisa Brown

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2024-0132

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE MCATHCART

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 411 W 1ST AVE

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Wharton Lofts, LLC, for the future construction/renovation of approximately 17 units, at Parcel Number(s) 35191.2305 commonly known as 411 W 1st Ave.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

#### **Amount**

#### **Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>Wharton Lofts</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>Wharton Lofts</u> at _____ City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>17 units</u></b>, at <b><u>411 W 1ST AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>• Property is zoned <b><u>DTC</u></b> and the proposed use is allowed.</li><li>• Estimated Construction Costs: <b><u>2800000</u></b></li><li>• Located in the <b><u>Riverside</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;
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(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement





## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and WHARTON LOFTS, LLC, as “Owner/Taxpayer” whose business address is 502 W RIVERSIDE AVE STE 103 SPOKANE, WA 99201-5118.**

**WITNESSETH:**

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:

**RAILROAD ADD L4 B12**

Assessor's Parcel Number(s) **35191.2305**,

commonly known as

**411 W 1ST AVE 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 **12-yr Affordable Rentals of 12 + Units**, 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 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 17 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;

(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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

WHARTON LOFTS, LLC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Mayor, Lisa Brown

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney





## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2024-0133

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Contact Name/Phone**

AMANDA BECK X6414

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KKLITZKE ZZAPPONE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 2303 W NORTHWEST BLVD

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Excelsior Wellness, for the future construction/renovation of approximately 36 units, at Parcel Number(s) 25122.2802, .1604, & .1702 commonly known as 2303 W Northwest Blvd.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]





## PLANNING & ECONOMIC DEVELOPMENT

### MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	Kitty Klitzke, Zack Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>NW Blvd, Intergenerational multi-family mixed income housing</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>NW Blvd, Intergenerational multi-family mixed income housing</u> at _____ City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>36 units</u></b>, at <b><u>2303 W Northwest BLVD SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>CB-55</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>11204530</u></b></li><li>Located in the <b><u>Emerson/Garfield</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring

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

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

#### **Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW **84.14.021**, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW **84.14.020** since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) **The number of tax exemption certificates granted;**

- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and EXCELSIOR WELLNESS, as “Owner/Taxpayer” whose business address is 3754 W INDIAN TRAIL RD SPOKANE, WA 99208-4700.**

### **WITNESSETH:**

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:

**ALTA VISTA ADD L6-7-8 B27 & 30FT VAC STP W OF & ADJ L8; TOG/W PTNS OF VAC RD WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C-22933.**

**&**

**ALTA VISTA ADD LESS BLVD L9-10 B16 INC 30FT VAC STP W OF&ADJ L9; TOG/W PTNS OF VAC RD WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C-22933.**

**&**

**ALTA VISTA ADD W1/2 VAC STP E OF & ADJ L12 B17; TOG/W PTNS OF VAC RD WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C-22933.**

Assessor's Parcel Number(s) **25122.2802, 25122.1604, & 25122.1702**

commonly known as

**2303 W Northwest BLVD 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 **12-yr Affordable Rentals of 12 + Units**, 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 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 36 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;

(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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

EXCELSIOR WELLNESS

By:

By:

\_\_\_\_\_  
Mayor, Lisa Brown

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

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Approved as to form:

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

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



**Agenda Sheet for City Council:**  
**Committee:** Urban Experience **Date:** 02/12/2024  
**Committee Agenda type:** Consent

<b>Date Rec'd</b>	2/12/2024
<b>Clerk's File #</b>	OPR 2024-0134
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Project #</b>	
<b>Contact Name/Phone</b>	AMANDA BECK X6414	<b>Bid #</b>	
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	MCATHCART JBINGLE		
<b>Agenda Item Name</b>	0650 - MFTE CONDITIONAL AGREEMENT FOR THRIVE INTERNATIONAL		

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Thrive International, for the future construction/renovation of approximately 51 units, at Parcel Number(s)36294.0063 commonly known as 6980 N Nevada St.

**Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost	\$ 0
Current Year Cost	\$ 0
Subsequent Year(s) Cost	\$ 0

**Narrative**

<b><u>Amount</u></b>		<b><u>Budget Account</u></b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	GARDNER, SPENCER		
<u>Division Director</u>	BLACK, TIRRELL		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	BEATTIE, LAUREN		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Mark Finney - mark@thriveinternational.org		smacdonald@spokanecity.org	
sgardner@spokanecity.org		tstripes@spokanecity.org	
abeck@spokanecity.org		rbenzie@spokanecity.org	



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>MFTE - Thrive Multifamily</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>MFTE - Thrive Multifamily</u> at the February 26, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>51 units</u></b>, at <b><u>6980 N Nevada St Spokane, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>O-35</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>8322973</u></b></li><li>Located in the <b><u>Shiloh Hills</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Thrive International, as “Applicant” whose business address is 110 E 4<sup>th</sup> AVENUE, SPOKANE, WA 99202.**

### **WITNESSETH:**

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 Applicants may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Applicant is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Applicant 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 Applicant 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:

**29-26-43 N 258FT OF W330FT OF NE1/4 OF SE1/4 EXC NEVADA ST**

Assessor’s Parcel Number(s) **36294.0063**,

commonly known as

**6980 N Nevada 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 **12-yr Affordable Rentals of 12 + Units**, 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 Applicant do mutually agree as follows:

1. The City agrees to issue the Applicant 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 Applicant 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 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 Applicant intends to construct on the site, approximately 51 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 Applicant 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 Applicant 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 Applicant’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 Applicant’s successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Applicant’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 Applicant is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Applicant 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 Applicant 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;

(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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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 Applicant 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. To qualify for the twelve-year tax exemption, the Applicant will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Applicant is further required to comply with the rental relocation

assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Applicant maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Applicant fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Applicant receiving notice that the exemption has been terminated.

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

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

14. The Applicant 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 Applicant 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 Applicant agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

THRIVE INTERNATIONAL

By:

By:

\_\_\_\_\_  
Mayor, Lisa Brown

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

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Approved as to form:

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

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



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2024-0135

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON BWILKERSON

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 1135 S ARTHUR ST

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with 49 GKIDS, LLC for the future construction/renovation of approximately 5 units, at Parcel Number(s) 35204.2904 commonly known as 1135 S Arthur St.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	GARDNER, SPENCER		
<u>Division Director</u>	BLACK, TIRRELL		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	BEATTIE, LAUREN		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Brian Smith - bsmith6187@msn.com		smacdonald@spokanecity.org	
sgardner@spokanecity.org		tstripes@spokanecity.org	
abeck@spokanecity.org		rbenzie@spokanecity.org	



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	CM Paul Dillon, CM Lili Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b>08.15</b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b>Arthur Court Multifamily</b> Conditional application meets the Project Eligibility defined in SMC <b>08.15.040</b> and is located in a previously adopted Residential Target Areas identified in SMC <b>08.15.030</b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b>8-year Market Rate Exemption</b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>Arthur Court Multifamily</u> at the February 26, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b>5 units</b>, at <b>1135 S ARTHUR ST SPOKANE, WA</b></p> <ul style="list-style-type: none"><li>Property is zoned R1 and the proposed use is allowed.</li><li>Estimated Construction Costs: <b>1000000</b></li><li>Located in the East Central neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b>\$0</b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring

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

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

#### **Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW **84.14.021**, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW **84.14.020** since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) **The number of tax exemption certificates granted;**



- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and 49 GKIDS LLC, as “Owner/Taxpayer” whose business address is 10510 S BALTIMORE RD SPOKANE, WA 99223-9412.**

### WITNESSETH:

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:

### **STADACONA PK L4-5-6 B3**

Assessor’s Parcel Number(s) **35204.2904**,

commonly known as

**1135 S ARTHUR 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 **8-year Market Rate Exemption**. 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 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 5 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;

(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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

49 GKIDS LLC

By:

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Mayor, Lisa Brown

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Attest:

---

City Clerk

By:

---

Its:

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Approved as to form:

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Assistant City Attorney







## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2024-0136

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

MCATHCART JBINGLE

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 803 E SHARP AVE

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Jason Paull & Aaron Fa, for the future construction/renovation of approximately 17 units, at Parcel Number(s) 35171.0407 commonly known as 803 E Sharp Ave.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b>Sharp Project</b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>8-year Market Rate Exemption</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>Sharp Project</u> at the February 26, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>17 units</u></b>, at <b><u>803 E SHARP AVE SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>CA4</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>3588000</u></b></li><li>Located in the <b><u>Logan</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

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A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

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- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
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(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT** is between the City of Spokane, a Washington State municipal corporation, as “City”, and PAULL, JASON/FARR, AARON, as “Owner/Taxpayer” whose business address is 915 W 2ND AVE SPOKANE, WA 99201-4530.

### WITNESSETH:

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:

**SINTO 2ND ALL L7;W5FT L8 B29**

Assessor’s Parcel Number(s) **35171.0407**,

commonly known as

**803 E SHARP AVE 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 **8-year Market Rate Exemption**, 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 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 17 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;
- (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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

PAULL, JASON/FARR, AARON

By:

---

Mayor, Lisa Brown

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Attest:

---

City Clerk

By:

---

Its:

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Approved as to form:

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Assistant City Attorney



**Agenda Sheet for City Council:**  
**Committee:** Urban Experience **Date:** 02/12/2024  
**Committee Agenda type:** Consent

<b>Date Rec'd</b>	2/12/2024
<b>Clerk's File #</b>	OPR 2024-0137
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Project #</b>	
<b>Contact Name/Phone</b>	AMANDA BECK X6414	<b>Bid #</b>	
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	JBINGLE MCATHCART		
<b>Agenda Item Name</b>	0650 - MFTE CONDITIONAL AGREEMENT FOR 8625 N NEVADA ST		

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Harlan Douglass, for the future construction/renovation of approximately 192 units, at Parcel Number(s) 36204.0069 commonly known as 8625 N Nevada St.

**Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	N/A
Total Cost	\$ 0
Current Year Cost	\$ 0
Subsequent Year(s) Cost	\$ 0

**Narrative**

<b>Amount</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	GARDNER, SPENCER		
<u>Division Director</u>	GARDNER, SPENCER		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	BEATTIE, LAUREN		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Deanna Malcom (Signer/Estate Representative) -		smacdonald@spokanecity.org	
sgardner@spokanecity.org		abeck@spokanecity.org	
tstripes@spokanecity.org		rbenzie@spokanecity.org	



# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b><u>New Apartments at Magnesium &amp; Nevada</u></b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 12 + Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>New Apartments at Magnesium &amp; Nevada</u> at February 26, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>192</u></b> units, at <b><u>8625 N NEVADA ST SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>CB-55</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>12000000</u></b></li><li>Located in the <b><u>Shiloh Hills</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).



a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and DOUGLASS, HARLAN D, as “Owner/Taxpayer” whose business address is 815 E ROSEWOOD AVE SPOKANE, WA .**

**WITNESSETH:**

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:

**20-26-43: NE 1/4 OF NW 1/4 OF SE 1/4 EXC W 140 FT & EXC RDS**

Assessor's Parcel Number(s) **36204.0069**,

commonly known as

**8625 N NEVADA 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 **12-yr Affordable Rentals of 12 + Units**, 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 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 192 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;

(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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

DOUGLASS, HARLAN D

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Mayor, Lisa Brown

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2024-0138

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Contact Name/Phone**

AMANDA BECK X6414

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE MCATHCART

**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT FOR 2501 E UPRIVER DR

### **Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Nikolay & Lyubov Gurdyumov, for the future construction/renovation of approximately 4 units, at Parcel Number(s) 35091.3202 commonly known as 2501 E Upriver Dr.

### **Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]





# PLANNING & ECONOMIC DEVELOPMENT

## MFTE Committee Briefing Paper

### Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	<b>Multi-Family Tax Exemption (MFTE) Conditional Agreement</b>
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <b><u>08.15</u></b> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <b>Gurdyumov Fourplex</b> Conditional application meets the Project Eligibility defined in SMC <b><u>08.15.040</u></b> and is located in a previously adopted Residential Target Areas identified in SMC <b><u>08.15.030</u></b>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <b><u>12-yr Affordable Rentals of 4-11 Units</u></b>.</p> <p>This Conditional Agreement authorizes the appropriate city official 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.</p>
Proposed Council Action & Date:	<p><b>Approve the MFTE Conditional Agreement for the <u>Gurdyumov Fourplex</u> at the February 26, 2024 City Council Meeting.</b></p> <p><b>Project Details:</b> The applicant applied for a Conditional MFTE Agreement for <b><u>4 units</u></b>, at <b><u>2501 E UPRIVER DR SPOKANE, WA</u></b></p> <ul style="list-style-type: none"><li>Property is zoned <b><u>RMF</u></b> and the proposed use is allowed.</li><li>Estimated Construction Costs: <b><u>700000</u></b></li><li>Located in the <b><u>Bemiss</u></b> neighborhood.</li></ul>
<b>Fiscal Impact:</b>	
Total Cost: <b><u>\$0</u></b>	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

## Operation Impacts

What impacts would the proposal have on historically excluded communities?

### SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

### RCW 84.14.100

**Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)**

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

**[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]**

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

## **Title 08** Taxation and Revenue

### **Chapter 08.15** Multiple-family Housing Property Tax Exemption

#### **Section 08.15.100** Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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 Land Use 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

**Comprehensive Plan Housing Policies:**

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

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

**THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and GURDYUMOV, NIKOLAY & LYUBOV, as “Owner/Taxpayer” whose business address is 9909 N FORKER RD SPOKANE, WA 99217.**

### **WITNESSETH:**

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:

**09-25-43: GURDYUMOV Z20-140FSP LOT 2 (AFN 7304359).**

Assessor’s Parcel Number(s) **35091.3202,**

commonly known as

**2501 E UPRIVER DR 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 **12-yr Affordable Rentals of 4-11 Units**, 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 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 4 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;
- (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) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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



DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF SPOKANE

GURDYUMOV, NIKOLAY & LYUBOV

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Mayor, Lisa Brown

Its:

\_\_\_\_\_

\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2024-0139

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Project #**

**Contact Name/Phone**

AMANDA BECK X6414

**Bid #**

**Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE KKLITZKE JBINGLE

**Agenda Item Name**

0650 - INTERDEPARTMENTAL FUND TRANSFER FOR CSO TANK 34-1

### **Agenda Wording**

Interfund transfer of \$300,000 to facilitate development of the land above CSO Tank 34-1

### **Summary (Background)**

The East Sprague BID has advocated that the land above CSO Tank 34-1 be developed into an amenity that can benefit the neighborhood and build upon the neighborhood revitalization that has been spurred by both city infrastructure investment, and the BID's efforts to support local businesses and improve property values. In this effort, the Planning and Economic Development Department have worked with the Engineering Department to have the earmarked \$300,000 transferred to the Planning Department.

Lease? NO Grant related? NO Public Works?

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$ 300000

Current Year Cost \$

Subsequent Year(s) Cost \$

### **Narrative**

The MOU between Planning and Economic Development and Engineering will transfer the \$300,000 to the Planning department.

### **Amount**

### **Budget Account**

Neutral \$ 300000 # 4250 43416 94350 56501 10034 (reallocation)

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	February 12, 2024
<b>Submitting Department</b>	Planning & Economic Development
<b>Contact Name</b>	Amanda Beck
<b>Contact Email &amp; Phone</b>	<a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a> – (509) 625-6414
<b>Council Sponsor(s)</b>	CM Zappone, CM Dillon
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Intradepartmental Fund Transfer for CSO Tank 34
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Combined Sewer Overflow (CSO) Tank 34-1 is located at 2124 E Riverside Ave in the East Sprague Business Improvement District, a 1.4 million gallon tank to hold combined sewer overflow during high precipitation events. Through advocacy from the East Sprague BID, the Integrated Capital Management Department reserved \$300,000 of construction funding to finish the above-ground treatment of CSO Tank 34-1 for improved amenities that would benefit residents and the neighborhood.</p> <p>The Planning and Economic Development Department had issued a request for proposals in October 2021 to develop the city owned parcels with above-ground amenities, but no proposals were submitted that met the requested design suggestions.</p> <p>The City has entered into Memorandum of Understandings with private property owners for them to be able to program or otherwise utilize the land above a CSO tank, provided it does not impede infiltration of stormwater or otherwise block maintenance of the tank. A private property owner agrees to maintenance of the CSO tank for the use of the land. A well-known example is CSO Tank 24-1 at Jefferson Ave and 1<sup>st</sup> Ave, which is maintained by Brick West Brewing.</p> <p>As an economic development partner with the City, the East Sprague BID has advocated that the land above CSO Tank 34-1 be developed into an amenity that can benefit the neighborhood and build upon the neighborhood revitalization that has been spurred by both city infrastructure investment, and the BID's efforts to support local businesses and improve property values. In this effort, the Planning and Economic Development Department have worked with the Engineering Department to have the earmarked \$300,000 transferred to the Planning Department. The intent is for the Planning Department to work directly with the BID to develop a site plan with low-maintenance amenities that will allow for a range of events and pop-ups to occur above the CSO tank that could support revitalization activities along East Sprague Avenue.</p>

**Fiscal Impact**

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

Total Cost: \$300,000

Current year cost: \$0, this is a carry over

Subsequent year(s) cost: \$0, this is a carry over

**Narrative:** The MOU between Planning and Economic Development and Engineering will transfer the \$300,000 to the Planning department. The expectation is that city staff will coordinate with the East Sprague BID on low-maintenance site amenities that the BID administrator can annually manage, while ensuring the Stormwater Department staff are able to access the CSO tank for routine maintenance. This has no budget impact as the funds from Account 4250 43416 94350 56501 10034 are carry over specially for the purpose of finishing the site above CSO Tank 34-1.

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

Specify funding source: Reallocation from Account 4250 43416 94350 56501 10034

Is this funding source sustainable for future years, months, etc? This funding is for one-time improvements

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

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

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

- What impacts would the proposal have on historically excluded communities?
- 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 of Spokane is a ratepayer within the East Sprague Business Improvement District, owning the multiple parcels that CSO Tank 34-1 occupies. Data is collected annually during the annual assessment roll that determines the next year's operations revenue for the East Sprague BID, which is funded through a self-assessment of the properties. Since 2016, property values have seen an increase within the BID. While this data does not note trends on demographics such as race or gender identity, data such as income levels, unemployment, and median family household income can be tracked at the census tract level. CSO Tank 34-1 is located in the East Central Neighborhood, in Census Tract 145, and is called out based on data from the US Department of the Treasury for the New Market Tax Credit program as having a poverty rate of 47.7% and a median family income at 62.63% of the median family income for the Spokane metro. Tracking of these metrics could help measure positive neighborhood changes based on the City's investment in providing a neighborhood amenity above CSO Tank 34-1.

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

The best measure of successfully programing the land above CSO Tank 34-1 will occur once site development is complete. The number and type of community organizations and neighborhood groups that will coordinate with the East Sprague BID to host events on the site will indicate whether this site goes from vacant lots to being a gathering place for Spokane residents. City staff actively coordinate with the East Sprague BID, as the entity is a City-created entity to spur neighborhood revitalization, and so tracking trends on usage will be something staff can report back on.

- 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?

Goal ED 1: COOPERATIVE PARTNERSHIPS – Encourage cooperative partnerships to address the economic expansion of the city and region.

Policy ED 2.2: Revitalization Opportunities. Provide incentives to encourage the revitalization and utilization of historic and older commercial and industrial districts for redevelopment.

Goal SH 1: FUNDING MECHANISMS TO SUPPORT SOCIAL HEALTH – Utilize all funding mechanisms that will help to develop the infrastructure, support, and staffing necessary to provide affordable, accessible opportunities for arts, culture, recreation, education, and health and human services to all citizens, with particular attention to the needs of youth, the elderly and those with special needs.

Policy SH 3.2: Neighborhood Arts Presence. Provide the regulatory flexibility necessary to support and encourage an arts presence at the neighborhood level.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

This item will go before the East Sprague Business Improvement Board February 21<sup>st</sup>, 2024. CM Dillon is the City liaison member assigned to this board.



**City of Spokane**

**INTERDEPARTMENTAL AGREEMENT**

**Title: CSO TANK 34-1 SITE IMPROVEMENT  
AND DEVELOPMENT FUNDING**

This Agreement is made and entered into by and between the **City of Spokane Community and Economic Development Division (CED)**, and the **City of Spokane Wastewater Department within Public Works Division (Wastewater Management)**, both agencies within a Washington municipal corporation at 808 West Spokane Falls Blvd, Spokane, Washington 99201, hereafter referenced together as the "Parties".

WHEREAS, Wastewater Management is mandated to control combined sewer overflows (CSOs) from reaching the Spokane River; and

WHEREAS, to address this mandate, several large containment facilities (CSO Tanks) were constructed to help control CSOs, one of which is located along Riverside Avenue and Crestline Street and is known as CSO-34-1; and

WHEREAS, CSO-34-1 is located within the East Sprague Business Improvement District (ESBID), and the ESBID approached the City for the project to be finished as an amenity for the district; and

WHEREAS, the City had allocated \$300,000 in the project budget to allow for site and development improvements to finish the surface after the tank was constructed and said monies have not been spent; and

WHEREAS, at this point, it appears best use of the funds (\$300,000) allocated to finalize the CSO 34-1 Project is to make the funds available to CED as provided in this Agreement, so long as the primary purpose of CSO 34-1 is maintained; and

WHEREAS, Wastewater Management wishes to transfer the previously allocated funds (\$300,000) as one-time funding to be made available for up to 10 years, or until the monies are utilized. The funds are not to be used for additional r visioning or planning for usage of CSO-34-1's surface; and

WHEREAS, the CED proposes to utilize the funds to improve and develop the site into a public space, while still maintaining the function of CSO 34-1, to help accelerate site activities,

development and positive activity within the East Sprague Business Improvement District area; and

NOW, THEREFORE, based on the foregoing and the mutual benefits to be derived by CED and Wastewater Management as well as by the present and future citizens of Spokane, the parties enter into the following Agreement:

**1. TRANSFER OF FUNDS.** The parties agree that Wastewater Management will contribute a one-time amount of **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** to be made available to CED for the purposes of using or improving the property under which the CSO 34-1 facility sits. This excludes portions of CSO 34-1 which are located within City Right-of-Way (ROW). The funds are intended to be used strategically by the Community and Economic Development Division to accelerate growth and positive activity within the ESBID area and adjacent to CSO 34-1.

**2. TIME OF BEGINNING AND COMPLETION.** The term of this Agreement begins on January 1, 2024, and ends on December 31, 2034, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

**3. RESPONSIBILITIES OF THE PARTIES.**

- A. Wastewater Management will make available \$300,000 for use by the CED Division.
- B. Wastewater Management's offer will last for 10 years from the date of this signed agreement.
- C. The Community and Economic Development Division will consult and coordinate with Wastewater Management on any proposed uses on site to ensure any uses or improvements do not interfere with the function and/or access of the CSO facility.
- D. The CED Division will ensure use of the Wastewater Management funds will include a condition of short or long-term maintenance of the surface of CSO-34-1, and any site improvements, for a minimum period of 10 years.
- E. Prior to finalizing any third party agreement for use of the site, the CED will consult with the Director of Wastewater Management to confirm the proposed use is not in conflict with the intended use and access of the CSO 34-1 facility for maintenance and other wastewater management purposes.
- F. Prior to finalizing any agreement with a third party, the CED Division will review the third party agreement with Wastewater Management to ensure long term maintenance activities of surfaces of CSO-34-1 are acceptable to both City divisions.
- G. All parties agree and understand that some of the \$300,000 may be used to fund maintenance of the site and any improvements to ensure proper working order of the CSO Tank and any site developments.
- H. All parties agree and understand that this opportunity is a one-time transfer of funds and will not be repeated upon either exhaustion of the funds or when this agreement expires (10 years from the signed date of this agreement).

**4. TERM.** This Agreement will remain in effect thru December 31, 2034. The Agreement may be modified by mutual agreement or terminated by either party for any reason upon ninety



(90) days written notification.

**5. CONTACT INFORMATION.** Each party will notify the other if there is a change in the point of contact. Until further notice, the contacts will be:

- A. Community and Economic Development Division: Steven MacDonald, Director, 808 West Spokane Falls Boulevard, Spokane WA 99201, [smacdonald@spokanecity.org](mailto:smacdonald@spokanecity.org), 509-625-6835.
- B. Wastewater Management: Raylene Gennett, Director, Wastewater Management, 909 East Sprague Avenue, Spokane WA 99202, [rgennett@spokanecity.org](mailto:rgennett@spokanecity.org), 509-625-7901.

IN WITNESS WHEREOF, in consideration of the terms and conditions, the parties have executed this Agreement by their signatures below.

Agreed to by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Community & Economic Development**

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

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

\_\_\_\_\_  
Title

Attest:

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

**Public Works**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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



**Agenda Sheet for City Council:**  
**Committee:** Urban Experience **Date:** 02/12/2024  
**Committee Agenda type:** Discussion

<b>Date Rec'd</b>	2/12/2024
<b>Clerk's File #</b>	OPR 2024-0140
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Project #</b>	
<b>Contact Name/Phone</b>	DELLA X6895	<b>Bid #</b>	
<b>Contact E-Mail</b>	DMUTUNGI@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	ZZAPPONE KKLITZKE		
<b>Agenda Item Name</b>	0650 - COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT RENEWAL		

**Agenda Wording**

Interlocal agreement between the City of Spokane and Spokane County regarding the biannual renewal of the Commute Trip Reduction program

**Summary (Background)**

The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction program for all major employers. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years, and every two years, historically, the City has signed this agreement with the County, granting the funds back to the County in exchange for their conducting the required CTR duties on the City's behalf.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$

**Narrative**

<b><u>Amount</u></b>		<b><u>Budget Account</u></b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	02/12/2024
<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name</b>	Della Mutungi
<b>Contact Email &amp; Phone</b>	<a href="mailto:dmutungi@spokanecity.org">dmutungi@spokanecity.org</a> , 625-6895
<b>Council Sponsor(s)</b>	<u>CM Kitty Klitzke and CM Zack Zappone</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Commute Trip Reduction Interlocal Agreement-Renewal
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction (CTR) program under RCW 70A.15.4000-4110 for all major employers to reduce drive alone trips and promote a reduction in the miles traveled by commuting employees. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years for the performance of certain actions relating to employers in the City that employ 100 or more people. The amount of funds is dependent on the number of such employers in the City in a given two-year period. Since 1994, the County has implemented the City's CTR plan in exchange for the City's share of the allocated funds. The County is proposing an updated agreement to extend this arrangement for 2 years. This is the latest iteration of a biennial intergovernmental agreement between the County and the City, covering 2023 to 2025.</p> <p>For reference, the last few agreements have concerned the following amounts, which shifts based on the numbers of employers in the program:</p> <p>2011: \$194,510            2013: \$225,287            2015: \$214,387            2017: \$211,731            2019: \$206,660.38            2023: \$357,253</p> <p>Every two years, historically, the City has signed this intergovernmental agreement with the County, granting those funds back to the County in exchange for their conducting the required CTR duties on the City's behalf. The County's agent in these actions, Ms. LeAnn Yamamoto, operates a dedicated program for these kinds of activities and has both the expertise and the capacity to conduct the required actions. This approach creates an economy of scale by leveraging support from employers throughout the County to create a common, robust program.</p> <p><u>Executive Summary:</u>            The proposed intergovernmental agreement would do the following:</p> <ul style="list-style-type: none"> <li>• The County representative, Ms. Yamamoto, will conduct the 28 required actions (see Attachment A of the attached contract);</li> </ul> <p>The City will:</p>

	<ul style="list-style-type: none"> <li>• Provide to the County any proposed amendments to the CTR Plan and Ordinance {there are none at this time};</li> <li>• Provide to the County copies of any CTR-related amendments to parking ordinances prior to public review (similarly, none are proposed at this time);</li> <li>• Implement a CTR Program for City employees (already underway as an ongoing program);</li> <li>• Provide to the County the \$357,253 upon issuance of the same funds to the City by WSDOT</li> </ul> <p>Were the City to change this ongoing relationship and keep the \$357,253, the City would be required to conduct the 28 required actions, requiring a new full-time person as well as other financial and material assets. Conversely, the County has an ongoing successful program, staff with the capability and expertise to conduct these activities, and the capacity to perform them on our behalf. Furthermore, it provides economy of scale when the County as a whole conducts a single program, as opposed to multiple programs run by each jurisdiction.</p>
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### Fiscal Impact

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

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

Current year cost:

Subsequent year(s) cost:

**Narrative:** Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

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

Specify funding source: Program revenue

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

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

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

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

What impacts would the proposal have on historically excluded communities?

N/A

The program does not have any negative impacts on historically excluded communities. The benefits of the CTR program are advantageous to all communities.

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

Anonymized program demographic data can be requested as appropriate through the County's CTR office, Commute Smart Northwest.

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

The County monitors and recognizes the City's performance as a CTR workplace to determine compliance with the CTR ordinance, reward exemplary performance, and conduct an annual review to determine if the City and other affected worksites are acting in good faith to meet the goals established by the CTR Law. In 2022, Commute Smart Northwest recognized the City of Spokane – City Hall with a Pinnacle Award for performance as a CTR workplace, achieving a Platinum Award for four years in a row.

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?

- 1) Comprehensive Plan Chapter 4 – Transportation: walkability, accessibility, and transportation goals. TR4.a “Implement the City's and County's Commute Trip Reduction Plan and explore expansion of reduction plans such as the Growth and Transportation Efficiency Centers (GTEC) Plan.”
- 2) City of Spokane Commute Trip Reduction Implementation Plan Update: 2020-2024
- 3) Spokane Sustainability Action Plan Strategy 6, TL 6.1 – Work with regional partners to enhance and promote the commute trip reduction program.

**INTERGOVERNMENTAL AGREEMENT**  
**Between Spokane County and the City of Spokane**  
**Regarding Commute Trip Reduction Implementation**

**THIS AGREEMENT**, made and entered by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, WA, 99201, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the Washington State Legislature has adopted legislation codified in RCW 70A.15.4000-4110, the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

**WHEREAS**, RCW 70A.15.4020 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

**WHEREAS**, the County and each affected city within Spokane County have adopted Commute Trip Reduction Ordinances and must implement a Commute Trip Reduction (CTR) Plan for all major employers; and

**WHEREAS**, the Washington State Department of Transportation (WSDOT) Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of CTR Plans and Ordinances as described in RCW 70A.15.4000-4110.



**WHEREAS**, Spokane County has entered into an agreement with the WSDOT under Agreement No. PTD0845, hereinafter referred to as "WSDOT Agreement," pursuant to which Spokane County is eligible to receive a reimbursable amount of funds which the County will distribute to itself and cities to implement and administer Commute Trip Reduction Plans and Ordinances; and

**WHEREAS**, pursuant to the provisions of RCW 70A.15.4020 (5), counties and cities may enter into agreements through the Interlocal Cooperation Act to coordinate the development and implementation of Commute Trip Reduction Plans and Ordinances; and

**WHEREAS**, Spokane County has allocated \$357,253 to the City from the Agreement No. PTD0845 which the City is now desirous of making available to the County to perform those tasks which are the responsibility of the City.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW 70A.15.4020 (5), the parties hereto do mutually agree as follows:

**Section 1: PURPOSE**

The County has entered into a WSDOT Agreement with the WSDOT under which it will receive \$647,100 for two years. This funding is to be allocated to the County and cities within Spokane County for their use in the implementation and administration of their CTR Plans and Ordinances. The County, based upon an allocation formula established by the WSDOT, has determined that the City shall receive \$357,253 from the WSDOT Agreement from which it shall perform certain tasks. The City agrees to its proportionate share of the monies made available to the County in the WSDOT Agreement and agrees to allow Spokane County to retain its proportionate share in consideration of the County performing those tasks as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference. In conjunction with allowing the County to retain its proportionate share of monies, the City will execute any and all necessary documents which may be required by the WSDOT.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

**Section 2: DURATION**

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, 2025.

**Section 3: TERMINATION**

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the WSDOT in Agreement No. PTD0845, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the WSDOT terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

#### **Section 4: DESIGNATION OF ADMINISTRATOR**

The County hereby designated Ms. LeAnn M. Yamamoto, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

#### **Section 5: ACQUISITION/DISPOSITION OF PROPERTY**

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

#### **Section 6: COMPLIANCE WITH LAWS**

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but not necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the WSDOT in conjunction with performing those tasks for the City. The County agrees to make available to the City or its duly authorized representative during normal County business hours and all records which it has kept in conjunction with providing those services for the City as set forth herein above.

## **Section 7: NOTICES**

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee  
City of Spokane  
Seventh Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

COUNTY: Board of County Commissioners  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

## **Section 8: HEADINGS**

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

## **Section 9: MODIFICATION**

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

## **Section 10: ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The City has read and understands all of this Agreement, and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the City to execute the same.

## **Section 11: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's

duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **Section 12: ANTI-KICKBACK**

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

#### **Section 13: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **Section 14: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

#### **Section 15: SEVERABILITY**

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

#### **Section 16: RCW 39.34 REQUIRED CLAUSES**

- A. PURPOSE: See Section 1.
- B. DURATION: See Section 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: See Section 1.
- G. TERMINATION: See Section 3.
- H. PROPERTY UPON TERMINATION: See Section 5.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF SPOKANE

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

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

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved by:

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

ATTEST:

ATTEST:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit I**  
**Funding Allocation Methodology**

RCW 70A.15.4080 authorizes the CTR Board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities from July 1, 2023 through June 30, 2025 is based on the 2023-2025 Commute Trip Reduction (CTR) Notice of Award issued by WSDOT on June 23, 2023.

**ATTACHMENT "A"**

**STATEMENT OF WORK**

The County will:

1. Promote consistency within all affected local government jurisdictions within Spokane County, while serving the City's specific needs.
2. Maintain and administer the City's CTR Ordinances and Plan.
3. Employ a full-time Transportation Demand Management Manager to administer the County's and City's CTR Plans and Ordinances.
4. Take reasonable measures to identify and notify all affected employers within the City.
5. Assist each affected employer within the City in preparing a program and promoting the principles of Transportation Demand Management (TDM) with the employer's employees.
6. Maintain an appeals process consistent with RCW 70A.15.4060(e) by which major employers, who as a result of special characteristics of their business or its locations would be unable to meet the requirements of a commute trip reduction plan, may obtain a waiver or modification of those requirements and criteria for determining eligibility for waiver or modification. Within 30 days from the date of approval, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption. Include information about the duration of all exemptions and information on the type of modification granted.
7. Submit to WSDOT periodic progress reports summarizing the overall CTR implementation costs incurred by the County and shall be reported in a format provided by WSDOT.
8. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
9. Coordinate and administer baseline and measurement CTR employer surveys. Provide employer survey assistance, training and state-supplied survey forms.
10. Notify WSDOT prior to sending any surveys to University of Washington for processing. The notification must include the name of the worksite, employer identification code and type of survey for each survey being submitted for processing. The notification shall be



submitted as an electronic spreadsheet via electronic mail. The County agrees to wait for confirmation from WSDOT prior to sending or delivering the surveys for processing.

11. Provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a periodic basis or as requested by WSDOT. These updates will be submitted electronically in a format specified by WSDOT.
12. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.
13. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.
14. Market available services to affected employers to assist in accomplishing CTR goals.
15. Work collaboratively with and provide technical guidance and support to employers in developing successful CTR programs.
16. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.
17. Provide employers with written information on basic requirements of the CTR ordinance and goals set forth in approved CTR plans.
18. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR program.
19. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.
20. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.
21. Submit to WSDOT periodic invoices along with progress reports that accurately assess the progress made by County, on behalf of City, in implementing RCW 70A.15.4000-4110.  
Report contents include:

- a. Detailed summary of CTR events and projects, including implementation assistance provided to affected employers within the City;
  - b. Actual total CTR expenditures used by the County for all state CTR funds expended by the County during the previous quarter for the purpose of CTR implementation using WSDOT pre-approved format;
  - c. Updated list of affected employers and worksites (electronic);
  - d. Total number of worksites by jurisdiction;
  - e. List of sites which have applied for exemptions or modifications;
22. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. Establish and maintain a separate "CTR Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.
23. Participate in local implementation of statewide CTR public awareness and recognition programs developed by Washington State Department of Transportation.
24. Offer recommendations to the City for policies on parking and site design which will encourage the use of alternative transportation modes.
25. Encourage employers to develop site designs and improvements to office and industrial sites that promote the use of alternative transportation modes.
26. Assist WSDOT with CTR evaluation.
27. Serve as liaison between WSDOT and cities, towns, transit agencies and regional transportation planning organizations for the purpose of RCW 70A.15.4000-4110.
28. Continue applying for funding opportunities to further encourage the use of commute alternatives.

**ATTACHMENT "B"**  
**STATEMENT OF WORK**

The City will:

1. Provide Spokane County with copies of any proposed amendments to the CTR Plan and Ordinance.
2. Provide Spokane County with copies of any CTR-related amendments to parking ordinances prior to public review.
3. Develop, implement and maintain its own CTR Program as an affected employer or as otherwise specified in the CTR Board Guidelines or RCW 70A.15.4000-4110.
4. Reimburse the County for the services provided by this Agreement in an amount equal to the City's share of the CTR funding as provided in RCW 70A.15.4080.



**Agenda Sheet for City Council:**  
**Committee:** Urban Experience **Date:** 02/12/2024  
**Committee Agenda type:** Discussion

<b>Date Rec'd</b>	2/12/2024
<b>Clerk's File #</b>	OPR 2024-0141
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES	<b>Project #</b>	
<b>Contact Name/Phone</b>	HEATHER PAGE 6578	<b>Bid #</b>	
<b>Contact E-Mail</b>	HPAGE@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	ZZAPPONE KKLITZKE JBINGLE		
<b>Agenda Item Name</b>	1680- HOME FUNDING FOR LIBERTY PARK TERRACE EXPANSION PROJECT		

**Agenda Wording**

The City receives an annual federal formula grant from the Dept of Housing and Urban Development through its HOME Investment Partnerships Program. During 2020 CHHS Board recommended funding the Proclaim Liberty project. See Briefing Paper.

**Summary (Background)**

The Liberty Park Expansion project consists of new construction of 54 units of affordable rental housing. There will be 9 one-bedroom, 35 two-bedroom and 10 three-bedroom units. The Project provides: eight (8) units serving households of up to 30% AMI; thirty-three (33) units serving households at 60% of AMI; and thirteen (13) units serving households at 80% of AMI. Liberty Park Terrace Expansion will have five (5) City HOME-assisted units. See Briefing Paper.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	YES
Total Cost	\$ 1,100,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$

**Narrative**

All costs associated with this award are eligible costs as per HUD's HOME Investment Partnership program under 24 CFR 92, and are paid by the grant. A total of \$1,100,000 in HOME Investment Partnership grant funds to be awarded to Proclaim Liberty LLC.

<b>Amount</b>		<b>Budget Account</b>
Expense	\$ 1,100,000	# 00000000000000000000
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	February 12, 2024
<b>Submitting Department</b>	CHHS
<b>Contact Name</b>	Heather Page
<b>Contact Email &amp; Phone</b>	<a href="mailto:hpage@spokanecity.org">hpage@spokanecity.org</a> ; 509-625-6578
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	HOME funding for Liberty Park Terrace Expansion Project
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane receives an annual federal formula grant from the U.S. Department of Housing and Urban Development (HUD) through its HOME Investment Partnerships Program (HOME), for the construction, rehabilitation, and acquisition of multi-unit rental properties for low-income households. The CHHS Department administers the HOME program per the federal program requirements and restrictions as outlined by HUD in 24 CFR 92</p> <p>HOME projects are typically identified through publicly announced, competitive RFPs. Following a substantive review by its Affordable Housing subcommittee, the CHHS Board then recommends projects for allocation of HOME funds. Due to the nature of housing development, awards may be recommended more than a year before documents are presented to Council for approval.</p> <p>During the 2020 RFP process, the CHHS Board recommended funding Proclaim Liberty LLC's request for \$523,000 for the Liberty Park Expansion project – the final phase of a multi-phase affordable housing development. The funding request was approved by the CHHS Board November 4, 2020. Continued Covid-related cost increases and development delays increased the overall development cost of the project. On March 3, 2022, the CHHS Board reviewed and approved a recommendation of the Affordable Housing subcommittee to increase the HOME award to \$1,100,000, to cover a portion of the increased costs of the development.</p> <p>The project has secured its remaining funding and is less than two months from closing. Except for dates and the legal description, all legal documents have been finalized to the point of requiring Council review. The legal description is pending a final boundary line adjustment. Dates will be finalized when the closing is scheduled.</p> <p><b><u>The Project</u></b></p> <p>The Liberty Park Expansion project consists of new construction of 54 units of affordable rental housing. There will be 9 one-bedroom, 35 two-bedroom and 10 three- bedroom units. The Project provides: eight (8) units serving households of up to 30% AMI; thirty-three (33) units serving households at 60% of AMI; and thirteen (13) units serving households at 80% of AMI. Liberty Park Terrace Expansion will have five (5) City HOME-assisted units serving the</p>

	<p>following: one (1) 1-bedroom units at 30% AMI; two (2) 2-bedroom units at 30% AMI; and two (2) 3-bedroom unit at 30% AMI.</p> <p>The City's HOME loan to Liberty Park Terrace is \$1,100,000 of the \$19,371,263 total development budget. The HOME loan covers only eligible HOME costs as defined in 24 CFR 92. The HOME-assisted units must meet HOME program requirements and affordability requirements for not less than 20 years from the date of completion. A covenant runs with the land securing the City's affordability requirement.</p> <p>CHHS requests approval to proceed with the disbursement of HOME funds for completion of the Liberty Park Terrace Expansion project.</p>
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### Fiscal Impact

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

Total Cost: A total of \$1,100,000 in HOME Investment Partnership grant funds to be awarded to Proclaim Liberty LLC for completion of Liberty Park Terrace Expansion.

Current year cost:

Subsequent year(s) cost:

**Narrative:** All costs associated with this award are eligible costs as per HUD's HOME Investment Partnership program under 24 CFR 92, and are paid by the grant.

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

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

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

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

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

What impacts would the proposal have on historically excluded communities?

The proposals recommended for funding will provide services to underserved communities through the creation and retention of affordable housing and housing services for low- to moderate-income households.

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?

CHHS will collect and report basic demographic data on recipients as required by HUD and outlined in the contractual agreements.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures as outlined in each contractual agreement. Additionally, HOME operates under HUD's oversight and performance metrics are reported yearly through the CAPER.

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

The Liberty Park Terrace Expansion project aligns with the 2020-2024 Consolidated Plan, specifically priority need 1 - Improve affordable housing access and availability.



**AFTER RECORDING RETURN TO:**

City of Spokane,  
Community, Housing and Human Services Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**HOME PROGRAM AGREEMENT**

**GRANTOR:** PROCLAIM LIBERTY WEST, LLC, A WASHINGTON LIMITED LIABILITY  
COMPANY

**GRANTEE:** CITY OF SPOKANE, WASHINGTON

**ABBREVIATED LEGAL:**

Additional legal on Exhibit A of document

**ASSESSOR'S ACCOUNT NO.:** 35212.2918, 35201.6301, 35201.6309 and 35201.6310 and as legally  
described in Exhibit A

**RELATED DOCUMENT(S):** N/A

## HOME PROGRAM AGREEMENT

THIS HOME PROGRAM AGREEMENT (the "HOME Agreement") entered into this \_\_\_\_ day of February, 2024 (the "Effective Date"), by and between the City of Spokane, Washington, a political subdivision of the State of Washington, through its Community, Housing and Human Services Department (the "City"), whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201 and Proclaim Liberty West, LLC, a Washington limited liability company, whose address is C/o Kiemle & Hagood Company, 601 West Main, Suite 400, Spokane WA 99201, (the "Owner"), and is part of the consideration for the financial assistance provided by the City to Owner, for the purpose of new construction of 54 units of affordable rental housing known as Liberty Park Expansion (the "Project"). There will be 9 one-bedroom, 35 two-bedroom and 10 three- bedroom units. The Project provides: eight (8) units serving households of up to 30% AMI; thirty-three (33) units serving households at 60% of AMI; and thirteen (13) units serving households at 80% of AMI, located at 1601 East Hartson Avenue in Spokane, WA 99202 and as legally described in Exhibit A attached hereto and incorporated herein by reference as though fully set forth.

### WITNESSETH:

**WHEREAS**, the Owner desires to acquire and operate the Project which is located in the City of Spokane WA; and

**WHEREAS**, the City is authorized by the Constitution and laws of the State of Washington to make loans to the owners and developers of low-income rental housing, and desires to increase the supply of affordable housing within the City of Spokane; and

**WHEREAS**, the City proposes to make a secured loan to the Owner in the principal amount of \$1,100,000.00, using HOME Investment Partnership Program (Catalog of Federal Domestic Assistance Number 14.239) funds (the "City Loan") to provide permanent financing for the Project, which City Loan will be evidenced by a City Promissory Note and Loan Agreement and secured by a City Deed of Trust from the Owner to a trustee for the benefit of the City as described below; and

**WHEREAS**, the Owner agrees to abide by all of the regulations associated with the HOME Investment Partnerships Program (Catalog of Federal Domestic Assistance Number 14.239) and the terms and conditions stated in this HOME Program Agreement.

**WHEREAS**, the Owner represents and warrants that they are currently duly licensed to perform all activities that it will perform pursuant to this HOME Agreement. Owner shall maintain all necessary licenses and certifications for the term of this HOME Agreement. Owner shall provide a copy of its current business license upon execution of this HOME Agreement, and within thirty (30) days of any renewals occurring throughout the duration of this HOME Agreement.

**WHEREAS**, to the extent that Owner has any employees, Owner shall perform a Washington State Patrol criminal background check on all employees. Owner shall also provide assurance that all current or prospective employees, interns or volunteers who will or may have unsupervised access to children under the age of sixteen (16), expectant mothers, developmentally disabled persons and vulnerable adults shall have background checks conducted in accordance with RCW 43.43.830-845.

**NOW, THEREFORE**, the Owner does hereby impose upon the Project the following covenants, restrictions, charges and easements, which shall run with the land and shall be binding and burden the Project and all portions thereof pursuant to the terms hereof.

## **SECTION 1. DEFINITIONS**

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above. Capitalized terms not defined herein shall bear the meaning given them in the City Loan Documents in which they appear. The following terms shall have the respective meanings set forth below for the purposes of this HOME Agreement and all City Loan Documents, unless otherwise specified herein.

- i. “Act of Bankruptcy of the Owner” means the filing of a petition in bankruptcy or commencement of a bankruptcy, insolvency or similar action at law or equity.
- ii. “Affordability Period” means (i) for HOME affordability requirements, a period of time not less than 20 years, beginning after Project Completion (the “HOME Affordability Period”) and (ii) for City affordability requirements, 30 years, beginning after Project Completion, as determined by the Director (the “City Affordability Period”). The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are referred to as the “Affordability Period.” Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of other loan documents apply, if there are funds owing under the note..
- iii. “Business Day” means a day other than a Saturday, a Sunday or a day on which banks in the City of Spokane are authorized or obligated by law or executive order to close.
- iv. “Community Housing Development Organization” means a private non-profit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves.
- v. “City” means the City of Spokane, Washington organized and existing under the laws of the State of Washington.
- vi. “City Deed of Trust” means the City Deed of Trust, Security Agreement, and Assignment of Leases and Rents of even date herewith, granting a mortgage on and security interest in, the land, subsequently erected buildings, structures, appliances and equipment comprising the Project, executed and delivered by the Owner to a trustee in trust for the benefit of the City, securing the repayment of the obligations of the Owner to the City under the other City Loan Documents.
- vii. “City Loan” means the loan evidenced by the Promissory Note and Loan Agreement and secured by the City Deed of Trust from the Owner, to provide financing for the construction of the Project.
- viii. “City Loan Agreement” means the Promissory Note and Loan Agreement executed by the Owner to evidence the principal amount of the City Loan.
- ix. “City Loan Documents” means this HOME Agreement, the City Promissory Note and Loan Agreement, City Deed of Trust, Certificate and Indemnity Regarding Hazardous Substances and UCC-1 Financing Statement and Exhibits.
- x. “Event of Default” means any of the events described as an event of default in the City Loan Documents.
- xi. “Fixed” means HOME units initially designated as HOME-assisted units remain designated as HOME-assisted units for the entire Affordability Period—regardless of if the unit becomes

- vacant or when an existing tenant becomes over-income.
- xii. “Floating” means HOME units initially designated as HOME-assisted, can change or “float” among all comparable units within the same HOME-assisted rental property, as properties are vacated and/or tenants’ incomes go over-income. Units may change during the Affordability Period as long as the total number of HOME-assisted units in the project remains constant.
  - xiii. “Funding Requisition” means the requisition form requesting disbursement of moneys from the City in the form mutually agreed to by the parties.
  - xiv. “HOME Agreement” means this Restrictive Covenant and HOME Agreement as supplemented and amended from time to time.
  - xv. “HOME-assisted unit” shall mean each of the five (5) units which are designated as “Home Assisted” for purpose of the Home Investment Partnership Program to be rented by Qualified Tenants. The HOME-assisted units shall be “floating.”
  - xvi. “HOME Program Rent Limits” means rent that does not exceed 30 percent of the annual income of a family whose income does not exceed 30 percent of the area median income as determined by HUD in five (5) units. HUD provides the HOME rent limits which include adjustments for the number of bedrooms in the unit, average occupancy per unit and adjusted income assumptions, pursuant to 24 CFR §92.252.
  - xvii. “HOME Rental Agreement” means a written contract between the Owner and each Tenant of a HOME-assisted unit.
  - xviii. “HOME Tenant” means an individual or family resident of a HOME-assisted unit who is party to a HOME Rental Agreement, as described in this HOME Agreement.
  - xix. “Income Determination and Verification” means that the owner will determine initially and annually thereafter, the annual household income and assets according to the 24 CFR Part 5 definition of annual income to ensure each individual or family is income eligible to occupy a HOME-assisted unit. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.
  - xx. “Owner” means Proclaim Liberty West, LLC, a Washington limited liability company, and its successors and assigns.
  - xxi. “Person” means any natural person, firm, partnership, association, corporation, limited liability company, limited partnership, trust or public body.
  - xxii. “Project” means the real property legally described in Exhibit A hereto and all buildings, structures, fixtures, equipment and appliances (whether permanently attached or not), and other improvements now or hereafter constructed or installed upon said real property.
  - xxiii. “Project Completion” means the point in time when all title transfer requirements are met, construction is complete, property standards are met, final drawdown of HOME funds are disbursed for the project, and Project Completion information is entered into IDIS. For rental projects: completion occurs upon completion of construction but before occupancy.
  - xxiv. “Qualified Tenants” means the following: five (5) households with gross annual household incomes at the time of Initial Occupancy that does not exceed thirty percent (30%) of the area median income for the Spokane Metropolitan Statistical Area, adjusted for family size, as defined from time to time by the United States Department of Housing and Urban Development (“HUD”).

- xxv. “State” means the State of Washington.
- xxvi. “Transferee” means the person, to whom the Owner sells, transfers to or disposes of the Project or any portion thereof (other than by leasing, renting or contracting for tenant use of a HOME-assisted unit as contemplated in this HOME Agreement).

## **SECTION 2. USE OF FUNDS**

### **A. Project Description/Address**

- i. The Owner shall use the City Loan for new construction of rental housing located in the City of Spokane, Washington, identified as parcel numbers 35212.2918, 35201.6301, 35201.6309 and 35201.6310 and as legally described in Exhibit A.
- ii. The HOME Investment Partnership Program funds invested by the City in the Project will be in the principal amount of \$1,100,000.00. The use of the City Loan is to provide permanent financing for new construction and development costs, as stated in the attached budget (Exhibit C).
- iii. The Project shall consist of new construction of 54 units of affordable rental housing. There will be 9 one-bedroom, 35 two-bedroom and 10 three- bedroom units. The Project provides: eight (8) units serving households of up to 30% AMI; thirty-three (33) units serving households at 60% of AMI; and thirteen (13) units serving households at 80% of AMI. The Project will have five (5) City HOME-assisted units serving the following: one (1) 1-bedroom units at 30% AMI; two (2) 2-bedroom units at 30% AMI; and two (2) 3-bedroom unit at 30% AMI.
- iv. The City HOME-assisted units shall be floating units. With the floating designation, the units originally designated as HOME-assisted may change during the Affordability Period as long as the total number of HOME-assisted units in the project remains constant. The HOME-assisted units must remain comparable to the non-assisted units over the period of affordability in terms of size, features, and shall not be geographically segregated from other units in the Project.

### **B. Project Construction/Timeline**

- i. Construction of this Project shall comply with: the Washington State Building Code Act, RCW 19.27 and local building codes; housing codes; licensing requirements; International Energy Conservation Code (IECC); Section 504 of the Rehabilitation Act of 1973; Fair Housing Act, 42 U.S.C. 3606-3619; Site and Neighborhood Standards found at 24 CFR §983.6 (b); the Model Energy Code referenced in §92.251(a)(1); and other requirements regarding the condition of the structure and the operation of the Project. On-going unit standards during the period of affordability shall comply with Housing Quality Standards (HQS) found at 24 CFR §982.401.
- ii. The Project shall be constructed according to the plans and specifications as submitted and incorporated by reference. Any and all changes to the plans and specifications will need to be forwarded to the City for review and approval prior to implementation. Failure to provide the City with changes and or implementation of changes prior to receiving approval may result in delayed or withheld payments of HOME funds from the City.
- iii. The Project shall be constructed according to the timeline submitted and approved by the City and is attached to this Agreement as Exhibit B. Failure to complete various stages of construction according to the timeline may result is delayed or withheld payments of HOME funds from the City.

### **SECTION 3. AFFORDABILITY**

#### **A. HOME Affordability Period**

- i. The HOME-assisted units must meet the affordability requirements for not less than 20 years from the date of Project Completion. (See definition of Project Completion) The City will provide the start and end date of the Project's Affordability Period in writing to the Owner. The affordability requirements apply without regard to the term of the loan or transfer of ownership, except that the affordability requirements may terminate upon foreclosure or transfer in lieu of foreclosure for the purposes of clearing the title. If upon foreclosure the Project no longer meets the affordability requirements under the HOME Program, the Owner shall be required to repay the total amount of the HOME investment to the City. The affordability restrictions shall be revived according to the original terms if, during the original Affordability Period, the Owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former Owner(s) or those with whom the former Owner(s) has or has family or business ties, obtains an ownership interest in the Project or property. In the event of foreclosure or deed in lieu of foreclosure, City reserves the right, but not the obligation, of first refusal or other preemptive rights to purchase the property to preserve affordability pursuant to 24 CFR 92.252(e).

#### **B. Securing Affordability**

- i. The Owner hereby declares its express intent that, during the term of this HOME Agreement, the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title, including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and restrictions, contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

#### **C. Rents and Utility Allowances**

- i. Initially and annually thereafter, the Owner shall determine the household income of each individual or family residing in a City HOME-assisted unit according to 24 CFR Part 5. The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period including income from assets. The purpose of this determination is to ensure that the household is income eligible at the time of move in and continues to be eligible throughout their occupancy of a HOME-assisted unit for the remainder of the Affordability Period. It also ensures that the income targeting of the Project is met. That means qualified tenants reside in five (5) HOME-assisted units with rent that does not exceed 30 percent of the annual income of the family whose income does not exceed 50 percent of the area median income at initial lease up.
- ii. The City shall provide the Owner with the initial maximum HOME Rent and Income Limits applicable at time of lease up of the project and is attached as Exhibit D. For the five (5) City HOME-assisted units subject to the maximum rent limitations for which a tenant is paying utilities. The Owner shall use the HUD Utility Schedule Model (HUSM) to determine a

- project's annual utility allowance or otherwise determine a project's utility allowance based upon the utilities used at the project. Web access to HUSM can be accessed at: <https://www.huduser.gov/portal/datasets/husm/uam.html>. The maximum rent a tenant can be charged initially is: the applicable current HOME Rent for a 1-bedroom unit at 30%, which is \$501.00 minus the applicable utility allowance for tenant paid utilities; for a 2-bedroom unit at 30%, which is \$601.00 minus the applicable utility allowance for tenant paid utilities; and for a 3-bedroom unit at 30%, which is \$694.00 minus the applicable utility allowance for tenant paid utilities.
- iii. Regardless of changes in Fair Market Rents (FMR) and median incomes over time, the HOME rents for the Project are not required to be lower than the HOME rents in effect at the time of the Project commitment. The City will provide the owners(s) with information on updated HOME rent and income limits on an annual basis during the Affordability Period so that rents may be adjusted upon review and approval by the City in accordance with procedures outlined in this Agreement.
  - iv. Prior to implementing initial rents and utility allowances in the HOME-assisted units and for any increases in rents of the HOME-assisted units after the initial lease up period, the Owner must receive written approval from the City. The notification must be submitted in writing by the Owner to the City for review. The City will provide written notification of approval or denial. For any approved rent increases after initial occupancy, the Owner must provide each tenant written notification no less than 30-days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions in the lease agreements. Generally, the Owner cannot increase the rent during the initial lease period.
  - v. A qualified tenant shall continue to be so qualified, until the annual Income Determination and Verification reflects that the HOME-assisted tenant's income exceeds 80% of the applicable Area Median Income. Once it is determined that a HOME-assisted tenant's income exceeds 80 percent of the applicable Area Median Income, then the tenant must pay as rent, 30 percent of the family's adjusted income. Additionally, in those HOME-assisted units designated as floating, tenants who no longer qualify as low-income are not required to pay rent in an amount that exceeds the market rent for comparable, unassisted units. See, 24 CFR §92.252 (i)(2). Once a tenant's income exceeds 80 percent of the applicable Area Median Income, that unit will no longer be considered HOME-assisted and the next available unit will be designated as a HOME-assisted unit and will be leased to an income qualified tenant to replace the unit lost by the over income tenant and to maintain, to the extent possible, five (5) HOME-assisted units in the Project at all times during the Affordability Period.

## **SECTION 4. PROJECT REQUIREMENTS**

### **A. Tenant Selection**

- i. When selecting tenants for occupancy in HOME-assisted units, the Owner shall not apply selection criteria to a potential tenant that is more burdensome than selection criteria applied to any other tenant or potential tenant.
- ii. Owners are prohibited from charging fees that are not customarily charged in rental housing such as laundry room access fees, and other fees. However, Owners may charge reasonable application fees to prospective tenants, may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and may charge fees for services such as bus transportation or meals, as long as such services are voluntary. (§92.504(c)(3)(xi).
- iii. The Owner must develop and submit a Tenant Selection Policy to the City, for approval, prior to engaging in any screening efforts.

- iv. The Owner(s) must adopt written tenant selection policies and criteria that:
  - 1) Are consistent with the purpose of providing housing for extremely and very low-income families;
  - 2) Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
  - 3) Provide for selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
  - 4) Give prompt written notification to any rejected applicant of the grounds for any rejection. (§92.253(d))
- v. Under the Violence Against Women Act, (VAWA) the Owner must provide the Notice of Occupancy Rights and Certification - forms (HUD-5380 and HUD-5382) at the time an applicant is admitted to a HOME-assisted unit or denied approval of a HOME-assisted unit based on the Owner's tenant selection policy and criteria. The Notice and Certification must also be provided at the time of eviction from a HOME-assisted unit (§92.359).
- vi. Under VAWA, the owner is further obligated to develop an emergency transfer plan that meets the requirements found at 24 CFR §5.2005(e) and is approved by the City. The Owner may use HUD's Model Emergency Transfer Plan – HUD -5381 as a template. If the Owner determines that a tenant is qualified under the emergency transfer plan, and a safe unit is not immediately available, the Owner must immediately notify the City so a list of properties including HOME-assisted units can be provided to the tenant. The City may also provide service provider referrals to assist in facilitating emergency transfers to safe and available units.
- vii. The Owner must comply with the City's Affirmative Marketing Policy throughout the Affordability Period. Attached to this Agreement as Exhibit E.
- viii. Throughout the Affordability Period, the Owner shall affirmatively market the HOME-assisted units as said units become vacant, and at least annually, the Owner shall notify community agencies in Spokane City of the availability of HOME-assisted unit(s).
- ix. The Project shall be operated and managed in a manner consistent with the Washington State Residential Landlord-Tenant Act and the Project Management Plan, including any amendments thereto, provided by the Owner to the City and as approved by the City by executing this HOME Agreement.
- x. The Owner shall not discriminate in the rental of units on the basis of race, creed, color, sex, sexual orientation, national origin, religion, marital status, familial status, age, disability, or source of income, including the receipt of public assistance or housing assistance; provided, that the Owner may take such actions as may be necessary to qualify for or maintain its qualification for the exemption that relates to housing for older persons under the Fair Housing Amendments Act of 1988 and 24 CFR Part 100, Subpart E.
- xi. In the event that the Owner, for its own convenience or to accomplish compliance with this HOME Agreement, relocates a Tenant within the Project, the Owner shall pay the reasonable moving and relocation expenses, if any, incurred as a result of the relocation.
- xii. If at any time during the Affordability Period, the Owner is unable to rent, lease or contract for occupancy the HOME-assisted units to qualified tenants, the Owner shall hold the HOME-assisted unit(s) vacant until qualified tenant(s) occupies said HOME-assisted units.

## **B. Lease Agreements**

- i. Owner shall enter into a Lease Agreement with each tenant occupying a HOME-assisted unit. The term of the lease shall not be for less than one (1) year unless otherwise mutually agreed



upon with the tenant.

- ii. The Owner shall not terminate the tenancy or refuse to renew the lease except for allowable reasons such as but not limited to: serious and repeated violation of the terms and conditions of the lease; violating Federal, state or local law; or other good cause. The lease shall state that the tenant shall be given at least 30-days written notice specifying the grounds for the termination or refusal to renew the lease.
- iii. The lease shall clearly state the allowable HOME rent and that rent may be adjusted in accordance with tenant income changes and as a result of changes in rent limits issued by HUD and provided by the City. The lease shall state that the tenant will receive 30-days written notice prior to increasing the rent.
- iv. The Owner shall attach the HOME Lease addendum as provided by Spokane City.
- v. The Owner is prohibited from including the following clauses in the lease agreement:

**Agreement to be sued** – Agreement by the tenant to be sued, admit guilt, or consent to judgment in favor of the Owner in a lawsuit brought in connection with the lease.

**Agreement regarding treatment of the property** – Agreement by the tenant that the Owner may take, hold or sell personal property of the household members without notice to the tenant and a court decision on the rights of the parties. The prohibition does not apply to an agreement by the tenant concerning disposition of personal property in accordance with state law.

**Agreement excusing the Owner from responsibility** – Agreement by the tenant not to hold the Owner or Owner agents legally responsible for actions or failure to act, whether intentional or negligent.

**Waiver of notice** – Agreement by the tenant that the Owner may institute a lawsuit without notice to the tenant.

**Waiver of legal proceedings** – Agreement by the tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

**Waiver of a jury trial** – Agreement by the tenant to waive any right to a jury trial.

**Waiver of right to appeal a court decision** – Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

**Agreement to pay legal costs, regardless of outcome** – Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

## **SECTION 5. CHDO PROVISIONS (Not Applicable)**

## **SECTION 6. OTHER FEDERAL REQUIREMENTS**

### **A. Conflict of Interest**

- i. The Owner, developer or sponsor of the Project that has been assisted with HOME funds, whether private, for-profit, or non-profit shall not occupy a City HOME-assisted unit in the Project without express written permission from the City. In addition, no officer, employee,

agent, or consultant of the Owner, developer, or sponsor may occupy a City HOME-assisted unit. This provision does not include an employee or agent of the Owner, developer of the Project who occupies a housing unit as project manager or maintenance worker.

- ii. If Applicable, the Owner, developer, or sponsor of the Project who has exercised any functions or responsibilities with respect to this activity, which has been assisted with HOME funds, or are in a position to participate in a decision making process or gain inside information with regard to this activity, may not obtain a financial interest or benefit from the this activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year after.

## **B. Anti-Lobbying**

- i. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 or any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or 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-LL, "Disclosure Form to report Lobbying", in accordance with its instructions.

## **C. Compliance with Federal, State and Local laws**

The Owner shall comply with all applicable federal, state and local laws, rules and regulations, as well as pertinent local ordinances regardless of whether a requirement, statute, regulation, or ordinance is specifically cited herein, and all amendments thereto that are in effect when this HOME Agreement is signed, or that come into effect during the term of this HOME Agreement including, but not limited to:

### **1. Federal Statutes:**

- (i) Americans with Disabilities Act;
- (ii) The Fair Housing Act (42 USC 3601-3620) and The Fair Housing Amendments Act of 1988;
- (iii) Architectural Barriers Act of 1968;
- (iv) Housing and Community Development Act of 1974 and Housing and Community Development Act of 1992, Title X, including the "Barney Frank Amendments" Section 104 (d);
- (v) Civil Rights Act of 1964 (42 USC 2000 d et. Seq.), and Civil Rights Act of 1968;
- (vi) Age Discrimination Act of 1975 (42 USC 6101);
- (vii) Housing and Urban Development Act of 1968;
- (viii) Uniform Relocation and Real Property Acquisition Policies Act of 1970;
- (ix) Rehabilitation Act of 1973;
- (x) Davis-Bacon Act, and related acts;

- (xi) Contract Work Hours and Safety Standards Act;
- (xii) Copeland (Antikick back) Act (40 USC 276 c);
- (xiii) Fair Labor Standards Act of 1938;
- (xiv) Flood Disaster Protection Act of 1973;
- (xv) National Environmental Policies Act of 1969 (42 USC 4321);
- (xvi) Stewart B. McKinney Homeless Assistance Act.
- (xvii) Violence Against Women Act

## **2. Federal Regulations and Executive Orders:**

- (i) 24 CFR Part 1, 24 CFR Part 5, 24 CFR Part 35, 24 CFR Part 58, 24 CFR 85, 24 CFR Part 92, 24 CFR Part 92.350, 24 CFR Part 92.504(c)(3), 24 CFR Part 100-115, 24 CFR Part 146;
- (ii) 29 CFR 1910.1200, 29 CFR Part 1926.62;
- (iii) 49 CFR Part 24;
- (iv) Executive Order 11063 as amended by Executive Order 12259; and
- (v) Executive Order 11246.

## **3. State Statutes:**

- (i) Washington State Environmental Policy Act;
- (ii) Washington State Worker's Compensation Industrial Insurance Act;
- (iii) Washington State Fair Housing Laws; and
- (iv) Washington State Landlord/Tenant Act.

## **SECTION 7. FUNDS DISBURSMENT**

### **A. Payment Requests and Change Orders**

- i. If applicable, payment requests shall be submitted to the City and shall include an inspection report that supports satisfactory completion of work according to the construction schedule. The City must have a Signature Authorization Form and W-9 Form on file prior to any disbursements to the Project. The City will provide the Owner with the necessary forms for payment requests.
- ii. Draws for HOME funds will be paid out on a pro-rata basis. The Developer may not request disbursement of funds under this HOME Agreement until funds are needed for the payment of eligible costs. The amount of each request must be limited to the amount needed. (§92.504(c)(3)(viii)).
- iii. Documentation to support the application of HOME funds and any other draw requests from other funders must also be included in the draw request.
- iv. Change orders must be written and address their completeness and appropriateness and their effect on the budget and timeframe. Change orders will be evaluated for their impact on the project cost, schedule, and scope of work before they will be approved by the City. Change orders must be submitted to the City for approval and include AIA Form G709.
- v. The City will hold back up to 10% of the total HOME funds awarded to the Project as retainage. Retainage will be held for up to 30-days after completion of the project or until the City is provided with satisfactory evidence that the project has received a Certificate of Occupancy and all final punch list items have been completed.

## **B. Repayment of Funds**

Any and all City HOME funds invested in the project must be repaid to the City if the project does not meet the affordability requirements for the period specified in §92.252 or §92.254 as applicable.

## **SECTION 8. REPORTING AND RECORD MAINTENANCE**

### **A. Reporting During the Development Process**

The Owner shall prepare and submit a progress report on a monthly basis throughout the Development Process. The monthly progress report shall include: The percentage of work completed during the reporting period; The total funds expended; findings of any state or local agency inspections; identify marketing efforts; identify potential qualified tenants.

### **B. Reporting During the Occupancy Phase**

- i. The Owner shall prepare and submit a progress report on a monthly basis throughout the Occupancy Phase. At a minimum it will include: The unit number; the bedroom size; the household size; household income level; amount of rent and tenant-paid utilities; and dates of the income certification and occupancy.
- ii. The Owner shall prepare and submit to the City, within 30-days of lease-up of the City HOME-assisted units, the HOME Completion Report as provided by the City of Spokane.

### **C. Reporting During the Affordability Period**

- i. Throughout the Affordability Period, on or before the annual anniversary date of the Effective Date, the Owner shall provide to the City a current rent ledger identifying the City HOME-assisted units.
- ii. The Owner shall submit on an annual basis, the project financial statements to include at a minimum: The property's gross rent potential; actual rent collections; tenants accounts receivable; accounts payable; beginning and ending cash balance; number of and reason for vacancies; and units off-line and the reason.
- iii. The City reserves the right to request additional information when deemed necessary to assess compliance with the terms of the HOME Program and the projects viability.
- iv. The City reserves the right to change the specific record-keeping requirements with proper notice to the Owner. Such action shall not require an amendment to this Agreement.

### **D. Record Keeping Throughout the Affordability Period**

- i. The Owner shall maintain accounts and records, including personnel, property, financial rent and utility allowance records, and other such documentation and records as may be reasonably required by the City to ensure proper accounting for City Loan funds and compliance with this HOME Agreement.
- ii. Tenant files shall include all documentation necessary to demonstrate that each occupied City HOME-assisted unit is occupied by a Qualified Tenant. Such records shall include but not be limited to the HOME Tenant's application, initial Income Determination and Verification documents, subsequent Income Determination and Verification documents, and the HOME Tenant's HOME Rental Agreement.

- iii. The Owner shall permit any duly authorized representative of the City to inspect, during regular business hours, the books and records of the Owner pertaining to the incomes of Qualified Tenants who are residing in or have resided in the Project, the rents charged to such Tenants, and to inspect the City HOME-assisted units as may be necessary for monitoring, provided that prior notice shall be given to such Tenants prior to such inspection. The Owner shall protect the confidentiality of information concerning such Tenants and the privacy of such Tenants consistent with federal and state law.
- iv. Owner shall notify the City, in writing, of the location used by Owner, of the books, records and documents required under this section and shall notify the City in writing of any changes in location within ten (10) days of any such relocation.

#### **E. Record Retention Period**

- i. The Owner shall retain the Projects records for at least six (6) years after the Project Completion; except those records of individual tenant income verifications, project rents and inspections, must be retained for the most recent 6-year period, until 6-years after the Affordability Period terminates.
- ii. The Owner shall retain the HOME Agreement for 6-years after the Agreement terminates.
- iii. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- iv. The Owner shall protect the confidentiality of this information and the tenants' privacy consistent with applicable federal and state law.

### **SECTION 9. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS**

#### **A. Requirements**

The Owner must have financial management systems in place that comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

#### **B. Cost Principles – 2 CFR Part 200 Subpart E**

- i. The Owner is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- ii. The Owner assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- iii. The Owner, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- iv. The application of these cost principles should require no significant changes in the internal accounting policies and practices of the Owner. However, the accounting practices of the Owner must be consistent with these cost principles and support the accumulation of costs as required by the principles and must provide for adequate documentation to support costs charged to the Federal award.

### **C. Internal Controls – 2 CFR Part 200.303**

The Owner must have financial management systems in place that comply with the following standards:

- i. Accurate, current, and complete disclosure of the financial results of the Project.
- ii. Records that identify adequately all sources and uses of Federal funds provided for the Project.
- iii. Effective control over accountability for all funds, property and other assets. The Owner must adequately safeguard all such assets and assure they are used solely for authorized purposes.
- iv. Maintain accounting records including costs accounting records that are supported by source documentation.
- v. Ensure that the separation of duties is adequate so that no one individual has authority over a financial transaction from beginning to end.
- vi. Control over assets, blank forms and confidential documents so that these documents are limited to authorized personnel only.
- vii. Promptly report deviations from the budget and program plans, and request approval for budget and program plan revisions.
- viii. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Owner is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- ix. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- x. Evaluate and monitor the Owners compliance with statutes, regulations and the terms and conditions of Federal awards.
- xi. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- xii. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

### **D. Audit - 2 CFR Part 200.501**

- i. If the Owner expends \$750,000 or more during the Owners fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR Part 200.514 The Owner shall submit the completed audit and audit report to the City within 30 days of completion.

***If the Owner expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is generally exempt from Federal audit requirements for that year, but records must be available for***

*review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).*

## **SECTION 10. ENFORCEMENT PROVISIONS**

- i. The Owner shall exercise reasonable diligence to comply with the requirements of this HOME Agreement. The Owner shall cooperate with the City or its agent in the evaluation of Owner compliance with the City Loan Documents, including but not limited to this HOME Agreement, the City Loan, and the City Deed of Trust, and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with chapter 42.56 RCW.
- ii. The City will monitor the Project by: conducting an audit of the rents charged in the City HOME-assisted units; examining the documents received from the Owner pursuant to Section 7 of this HOME Agreement; and conducting an on-site inspection of the Project on a periodic basis, but no less than annually. Failure on the part of the City to monitor the Project in accordance with the provisions of this paragraph does not constitute a waiver of the Owner's obligations under this HOME Agreement.
- iii. Owner shall provide right of access to its facilities, including those of any subcontractor, to the City and or HUD at all reasonable times in order to monitor and evaluate the Owner's compliance with the loan documents. The City shall provide reasonable notice of any City or HUD monitoring or evaluation, unless the City has reason to believe that the Project or any portion thereof presents an unsafe environment, or the Owner is otherwise not in compliance with this HOME Agreement. The City shall monitor the Owner and/or the Project for compliance with the loan documents at least annually, or more frequently within the sole discretion of the City. Owner shall make available to the City and HUD all records, books or pertinent information which Owner shall have kept or caused to be kept pertaining to the loan documents and as required by law. Owner shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the Owner's compliance with the loan documents.
- iv. Owner shall respond timely and accurately to requests from the City to provide information necessary to respond to inquiries from HUD and/or its authorized representatives.
- v. Owner shall notify the City in advance of any formal inspections, audits, accreditation or program reviews conducted by an entity other than the City, including but not limited to the City of Spokane, HUD or its authorized agent, and shall provide to the City copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt by the Owner.
- vi. The benefits of this HOME Agreement and the terms, conditions and requirements imposed upon the Owner through this HOME Agreement may be enforced by the City and its successors and assigns, during the term of this HOME Agreement whether or not the City Loan is paid in full.

## **SECTION 11. RECORDATION; AMENDMENTS; TERMINATION**

### **A. Recordation**

This HOME Agreement shall be recorded with the Spokane County Auditor's office immediately upon signatures of all of the parties hereto being affixed pursuant to the terms of this HOME Agreement.

## **B. Amendments**

The mutual concurrence of both parties shall be necessary to amend this written agreement. Regulatory requirements shall not be amended.

## **C. Termination**

This HOME Agreement shall terminate upon the earliest of: At the end of the Affordability Period; upon an involuntary loss of the Project as provided in Section 17 hereof; or upon an Event of Default and foreclosure sale in accordance with the Loan Agreement.

## **SECTION 12. NO CONFLICT WITH OTHER DOCUMENTS**

The Owner represents and warrants that except for the City of Spokane Loan Documents and the subordination agreement to which it relates, the Owner has not executed and will not execute any other agreement with provisions contradictory to, or in opposition with, the provisions contained herein, and that in any event, except for the City of Spokane Loan Documents, the requirements of this HOME Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

## **SECTION 13. SEVERABILITY**

The invalidity of any clause, part or provision of this HOME Agreement shall not affect the validity of the remaining portions thereof.

## **SECTION 14. DURATION**

This HOME Agreement shall commence and be effective upon Project Completion and shall terminate on the end date of the HOME Affordability Period. (see Section 3) The City and Owner, upon mutual agreement, shall have the power to extend the term of this HOME Agreement. Any extension shall not increase the overall dollar amount loaned by the City pursuant to the City Loan Agreement.

## **SECTION 15. NOTICES**

All notices to be given pursuant to this HOME Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

Owner: Proclaim Liberty West, LLC  
C/o Kiemle & Hagood Company  
601 W Main Ave., Suite 400  
Spokane, WA 99201

City: City of Spokane, Washington  
Community Housing and  
Human Services Department  
Attn: Richard Culton  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201



## **SECTION 16. REMEDIAL ACTION**

### **A. Events of Non-Compliance**

- i. Any circumstance that negatively impacts the tenants' customary and intended use of the HOME-assisted units.
- ii. Owner has failed to comply with any of the terms of the City Loan Documents.
- iii. Owner has failed to develop, produce, and/or deliver to the City any of the statements, reports, data, accountings, claims, and/or documentation described herein, in compliance with the provisions of this HOME Agreement.
- iv. Owner has failed to resolve any noncompliance to the terms of the City Loan Documents by the Owner, to the satisfaction of the City within prescribed time frames.

### **B. Corrective Action**

- i. In the event of any Event of Non-Compliance, the Owner shall correct any such noncompliance within thirty (30) days after the earlier of the date that such noncompliance is first discovered by the Owner (or would have been discovered by the exercise of reasonable diligence) or the date on which the Owner receives notice of such noncompliance from the City.
- ii. If correction of the noncompliance is expected to extend beyond thirty (30) days, then the Owner shall immediately develop and implement a corrective action plan ("Corrective Action Plan") that resolves noncompliance. A Corrective Action Plan shall include a brief description of the noncompliance, the specific steps to be taken to correct the situation, a timetable for performance of specified corrective actions steps, a description of the proposed monitoring to be performed to ensure that the steps are taken, and a description of the proposed monitoring to be performed that will reflect the resolution of the situation.  
Corrective Action Plans developed by the Owner must be submitted to the City no later than thirty (30) days after the earlier of the date that an Event of Non-Compliance is first discovered by the Owner (or would have been discovered by the exercise of reasonable diligence) or of receipt from the City of the notice of the Event of Non-Compliance by the Owner. The City may, within its sole discretion, extend or reduce the time allowed for corrective action depending upon the nature of the situation and the existence of an emergency as determined by the City. Corrective Action Plans shall be subject to approval by the City, which may accept the plan as submitted, accept the plan with specified modifications, or reject the plan.

### **C. Remedies**

If an Event of Non-Compliance is not cured as specified above, the City in its sole discretion may:

- i. Require modification of any policies or procedures of the Owner relating to the fulfillment of its obligations pursuant to the City Loan Documents;
- ii. Charge a monetary re-inspection fee to the Owner and/or its principals in an amount determined by the City and calculated to compensate the City for any action necessary to ensure compliance with the City Loan Documents and to provide an incentive to the Owner to cease the reported noncompliance;
- iii. The City may initiate remedial action; and/or if the Owner shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, and if such noncompliance is not corrected as provided for in this section, then such noncompliance shall be considered an "Event of Default."

#### **D. Remedies for Event of Default**

- i. In the event of an Event of Default under any of the provisions hereof, and in addition to all other remedies provided in the City Deed of Trust, the City may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, it being recognized that the beneficiaries of the Owner's obligations hereunder, cannot be adequately compensated by monetary damages in the event of the Owner's default, but that the City may attempt to recover monetary damages caused by such violation or attempted violation.
- ii. The City shall be entitled to cause the Owner to pay to the City as liquidated damages an amount equal to all monies received by the Owner with respect to (i) City HOME-assisted units which were knowingly or negligently rented to persons who are determined not to be Qualified Tenants provided, that such amount shall not exceed the aggregate of such Qualified Tenants' monthly fees for six months, or (ii) rents charged to Qualified Tenants in excess of applicable rent levels. The liquidated damages shall total one and a half (1.5) times all such monies received by the Owner if the City reasonably determines that the noncompliance in this subsection was willful. Payments from this subsection shall not reduce the amount due under the City Loan. Those Tenants who were required and did pay excess rents for their City HOME-assisted units will be entitled to a rebate of the excess amount of their rents paid. This paragraph shall not apply to monies so collected  
  
from and after the date the City declares an Event of Default unless the Owner cures such Event of Default and reinstates the City Loan, in which case this paragraph shall remain applicable, and the rents collected shall belong to the City as liquidated damages. This paragraph shall not apply under circumstances described in Section 16 of this HOME Agreement.
- iii. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.
- iv. The Owner hereby agrees to pay, indemnify and hold the City harmless from any and all costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the City in enforcing or reasonably attempting to enforce this HOME Agreement following any Event of Default on the part of the Owner hereunder whether the same shall be enforced by suit or otherwise; together with all costs, fees and expenses which may be incurred in connection with any amendment to this HOME Agreement or otherwise by the City at the request of the Owner. The agreement to indemnify is a separate agreement, and shall survive any foreclosure action, attempted transfer or the like and action may be brought thereon independently of any other remedy provided for herein.

#### **SECTION 17. INVOLUNTARY LOSS/FORCLOSURE**

- i. This HOME Agreement shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, condemnation, or damage or destruction of the Project that renders it substantially unusable for its intended purpose. Notwithstanding the above sentence, this HOME Agreement will continue to apply to the Project if this HOME Agreement is expressly assumed in writing by a recorded assumption agreement by a Purchaser at foreclosure sale or by another transferee of the Project.
- ii. Upon foreclosure or transfer in lieu of foreclosure, the restrictive covenants as described herein shall remain in full force and effect, and the home assisted units shall be occupied in accordance

with Section 4 above. Said covenant shall continue in effect for the statutory minimum period of affordability of twenty (20) years after Project Completion as required by HUD. Project Completion is established when the required Project Completion information and beneficiary data are complete, accurate and entered into the HUD Integrated Disbursement and Information System.

## **SECTION 18. GOVERNING LAW AND VENUE**

This HOME Agreement shall be governed by the laws of the State of Washington. By executing this HOME Agreement and by using the terms herein, the parties make no representation as to the applicability of chapter 59.18 RCW to the Owner. In the event of a lawsuit involving this HOME Agreement, venue shall lie in Spokane County.

## **SECTION 19. EXHIBIT NARRATIVE**

Any exhibits, attachments or addenda referred to herein and/or attached to this HOME Agreement and any amendments hereto, are incorporated herein as if set forth in full.

## **SECTION 20. SALE OR CONVEYANCE OF THE PROJECT**

- i. Except as provided herein, if the Owner voluntarily sells, leases conveys or otherwise transfers the Project or any portion thereof, other than by leasing for Tenant use as contemplated hereunder, or for any other incidental use, to the extent permissible under all applicable federal and state laws and regulations, granting a security interest junior to the City Deed of Trust, or a transfer of the Project, without first obtaining the written consent of the City, it shall be deemed an Event of Default under the terms of this HOME Agreement, and the remedies provided for such default in Section 13 herein may be exercised. The City's consent to such a transfer shall not be unreasonably withheld and may be conditioned upon: Reasonable evidence satisfactory to the City that the Owner is not then in default hereunder beyond any applicable grace period or cure period; reasonable evidence satisfactory to the City that the Owner has paid or will pay all fees owing under the Loan Agreement; an opinion of counsel for the Transferee, in a form satisfactory to the City and delivered to the City, stating that the Transferee has assumed in writing and in full all duties and obligations of the Owner under this HOME Agreement and that this HOME Agreement, constitutes a legal, valid and binding obligation upon the Transferee; a written agreement between the Transferee and the City, in a form satisfactory to the City, that the Transferee accepts and agrees to the terms of this HOME Agreement and that the City has authority to enforce this HOME Agreement against the Transferee; the written assumption of the Transferee stating that the Transferee shall comply with all provisions of state and federal law applicable to the Owner under this HOME Agreement; the Transferee is not now in arrears on any payments of fees due and owing to the City or in default under any HOME Agreement between the Transferee and the City, beyond any applicable grace period or cure period; the Transferee has no history of repeated instances of noncompliance with non-monetary provisions of any HOME Agreement which are not cured after notice thereof and within the applicable cure period or grace period; and the Transferee has no history of repeated instances of failure to pay fees due and owing to the City which are not paid within a reasonable period after notice thereof.
- ii. No sale, transfer or other disposition of the Project shall release the Owner or the Project of obligations under this HOME Agreement without the prior express and written agreement of the City.
- iii. Upon a City approved sale, transfer or other disposition of the Project subject to this Section, the Owner shall transfer to the Transferee or its designated agent, all records, accounts,

electronic data or other documents pertaining to Owner's compliance with this HOME Agreement.

## **SECTION 21. DEBARMENT, SUSPENSION or INELIGIBILITY**

- i. By signature of this HOME Agreement, the Owner hereby certifies that neither the Owner nor their respective officers, directors, shareholders, partners or members are subject to debarment, suspension or determination of ineligibility by HUD, and acknowledge that the City is relying upon this declaration in entering into this HOME Agreement with the Owner.
- ii. By signature of this HOME Agreement, the Owner agrees to perform debarment and suspension checks on all contractors and subcontractors prior to entering into contracts and will provide documentation to the City prior to any HOME funds being disbursed. The Owner will use the System for Award Management (SAM). The website is: <https://www.sam.gov/portal/SAM/#1>.

## **SECTION 22. MISCELLANEOUS**

- i. Further Documentation. Owner shall execute, acknowledge, and deliver upon reasonable request by the City any document, which the City reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- ii. Headings. The headings contained in this HOME Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- iii. Calculation of Time Periods. Unless otherwise specified, in calculating any period of time described in this HOME Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or City holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.
- iv. Gender and Grammar. Wherever appropriate in this HOME Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the similar number shall be construed to include correlative words of the plural number and vice versa. This HOME Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.
- v. The terms and phrases used in the recitals of this HOME Agreement have been included for convenience of reference only, and the meaning, construction and interpretation of all such terms and phrases for purposes of this HOME Agreement shall be determined by references to this Section 1.
- vi. Counterparts. This HOME Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- vii. Project publicity. The Owner will include the equal housing opportunity logo on any and all marketing materials, news releases and signage. The Owner will identify Spokane City,

Community, Housing and Human Services Department as a funding source in all news releases and signage.

**SECTION 23. HUD PROVISIONS**

- i. The provisions of the HUD Rider to Restrictive Covenants attached to this Agreement as Exhibit F are incorporated into this Agreement by this reference as if fully set forth in this Section 23. In the event of any conflict between the provisions in this Agreement and the provisions in the HUD Rider in Exhibit F, the HUD Rider shall control.

**SIGNATURES BEGIN ON THE NEXT PAGE**

NOTICE TO SIGNERS: FOR RECORDING PURPOSES, DO NOT ENCROACH YOUR  
SIGNATURE IN THE ONE-INCH MARGIN

PROCLAIM LIBERTY WEST, LLC,  
a Washington limited liability company

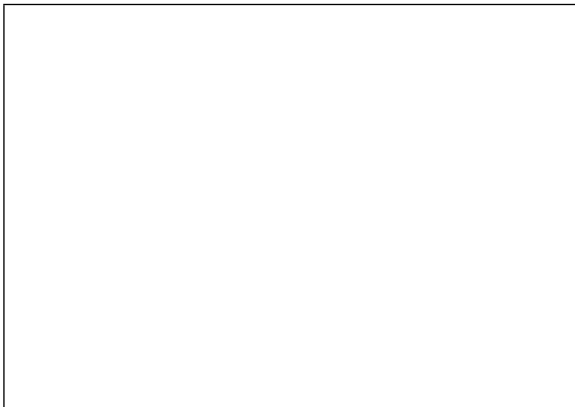
By: Proclaim Liberty,  
a Washington public benefit nonprofit corporation,  
its Sole Member and Manager

By: \_\_\_\_\_  
Brian Grow, President

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF SPOKANE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, I certify that I know or have satisfactory evidence that Brian Grow is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of Proclaim Liberty, a Washington public benefit nonprofit corporation, the Sole Member and Manager of Proclaim Liberty West, LLC, a Washington limited liability company, that executed the within and foregoing instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal affixed hereto the day and year in this certificate above written.



\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at

\_\_\_\_\_.  
My commission  
expires \_\_\_\_\_.

SIGNATURE PAGE (cont.):

CITY OF SPOKANE, WASHINGTON:

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

Name: \_\_\_\_\_  
Mayor,  
City of Spokane

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

STATE OF WASHINGTON                    )  
  ) ss  
CITY OF SPOKANE                        )

On this \_\_\_\_ day of \_\_\_\_\_ 2024, before me, personally appeared \_\_\_\_\_, to me known to be the City Administrator, for the City of Spokane, Washington, the political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing  
at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.  
\_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
James Richman,  
City of Spokane, Office of the City Attorney

**EXHIBIT A  
LEGAL DESCRIPTION**

**[To be Updated with Final legal description from title commitment once BLA is complete and easements are recorded/insured]**

File No.:           **NCS-1184314-OR1 (WW)**

**Property:**   1601 E. Hartson Avenue, Spokane, WA 99202

**PARCEL A:**

LOTS 1, 2 AND 3, BLOCK 3, LIBERTY PARK ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 28, RECORDS OF SPOKANE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED PERRY STREET WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE NO. C36166, A COPY OF WHICH WAS RECORDED JULY 24, 2023 UNDER AUDITOR'S FILE NO. 7297891 AND ALSO THAT PORTION OF VACATED PERRY STREET CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 25, 2023 UNDER AUDITOR'S FILE NO. 7315423.

**PARCEL B:**

LOTS 4, 5 AND 6, BLOCK 3, LIBERTY PARK ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 28, RECORDS OF SPOKANE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED PERRY STREET WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE NO. C36166, A COPY OF WHICH WAS RECORDED JULY 24, 2023 UNDER AUDITOR'S FILE NO. 7297891 AND ALSO THAT PORTION OF VACATED PERRY STREET CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 25, 2023 UNDER AUDITOR'S FILE NO. 7315423.

**PARCEL C:**

LOTS 8, 9, 10, 11, 12, 13 AND 14, BLOCK 7, CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 209, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED CELESTA AVENUE WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE NO. C-27116, RECORDED UNDER AUDITOR'S NO. 8312220162;

EXCEPT THOSE PORTIONS OF LOTS 12, 13 AND 14 CONVEYED TO SPOKANE AND INLAND RAILWAY COMPANY BY INSTRUMENTS RECORDED MAY 19, 1905, IN VOLUME 164 OF DEEDS, PAGE 288 AND RECORDED OCTOBER 7, 1910 IN VOLUME 271 OF DEEDS, PAGE 098



AND RECORDED OCTOBER 7, 1910 IN VOLUME 261 OF DEEDS, PAGE 528 AND SUBSEQUENTLY CONVEYED TO THE CITY OF SPOKANE BY INSTRUMENT RECORDED UNDER RECORDING NO. 195099B;

EXCEPT THE SOUTH 3.50 FEET OF LOT 8;

EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8 OF SAID BLOCK 7;

THENCE SOUTH 130 FEET ALONG THE WEST LINE OF SAID LOT EXTENDED TO THE NORTHLINE OF HARTSON AVENUE;

THENCE EAST ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 9 IN SAID BLOCK 7;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 8;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 133.50 FEET OF LOTS 9, 10 AND 11, BLOCK 7, OF SAID CELESTA PARK.

EXCEPT THE SOUTH 133.50 FEET OF THE WEST 43.50 FEET OF LOT 12 OF BLOCK 7, OF SAID CELESTA PARK.

PARCEL D:

TOGETHER WITH AN EASEMENT AS SET FORTH IN UTILITY EASEMENT AGREEMENT DATED

\_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF PARCELS A AND B.

PARCEL E:

TOGETHER WITH AN EASEMENT AS SET FORTH IN STORM WATER RETENTION EASEMENT AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO.

\_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF PARCELS A AND

B. PARCEL F:

TOGETHER WITH AN EASEMENT AS SET FORTH IN UTILITY EASEMENT AGREEMENT DATED

\_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF PARCEL C.

PARCEL G:

TOGETHER WITH AN EASEMENT AS SET FORTH IN ACCESS EASEMENT AGREEMENT  
DATED

\_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID  
EASEMENT IS FOR THE BENEFIT OF PARCEL C.

A.P.N. 35201.6301 and 35201.6309 and 35201.6310 and 35212.2918

**EXHIBIT B**  
**DEVELOPMENT TIMELINE**

March 2024 - June 2024	Secure all required permits; Rough grade site; Install water and sewer stubs
June 2024 - August 2024	Pour footer; backfill; install plumbing in slab; Pour slab
August 2024 - October 2024	Framing; Roofing
September 2024 - January 2025	Plumbing rough in; Electrical rough in; Mechanical; Siding
November 2024 - January 2025	Insulation; Drywall/Tape/Text;
December 2024 - March 2025	Paint; Vinyl; Cabinets; Counters; Finish trim; Finish paint
April 2025 - May 2025	Finish plumbing; Finish electrical; Carpet; Punch list
May 2025	CO issued for all buildings

**EXHIBIT C**  
**DEVELOPMENT BUDGET & SOURCES AND USES**

		Source Name	Source Name	Source Name	Source Name	Source Name	Source Name	Source Name
		Centennial Mortgage	Capital Budget	Spokane HOME	Spokane 1590	Commerce CHIP	Commerce HTF	COM NHTF
		Amount	Amount	Amount	Amount	Amount	Amount	Amount
		\$6,375,100	\$2,000,000	\$1,100,000	\$4,000,000	\$680,461	\$2,165,386	\$1,793,666
<b>Construction:</b>								
New Building	\$12,521,627	\$4,369,537	\$1,544,490	\$667,260	\$2,809,176	\$455,892	\$1,394,699	\$1,280,573
Contractor Profit	\$376,295	\$98,206	\$50,989	\$30,935	\$89,477	\$18,524	\$45,266	\$42,898
Contractor Overhead	\$250,863	\$19,079	\$43,654	\$18,930	\$77,460	\$16,586	\$38,586	\$36,568
New Construction Contingency	\$821,475		\$165,029		\$358,060	\$60,530	\$118,628	\$119,228
Off site Infrastructure	\$11,475					\$11,475		
Sales Tax	\$1,184,423	\$374,313	\$155,838	\$56,790	\$286,277	\$46,868	\$134,928	\$129,409
Bond Premium	\$98,989	\$28,730			\$45,000		\$25,259	
Equipment and Furnishings	\$61,100	\$41,100					\$20,000	
Other: Liability insurance & B&O	\$136,720					\$9,644	\$127,076	
Subtotal	\$15,462,967	\$4,930,965	\$1,960,000	\$773,915	\$3,665,450	\$619,519	\$1,904,442	\$1,608,676
<b>Soft Costs:</b>								
Buyer's Appraisal	\$7,750	\$7,750						
Market Study	\$6,200	\$6,200						
Architect	\$688,800	\$448,800		\$225,700		\$14,300		
Environmental Assessment	\$7,050	\$7,050						
Geotechnical Study	\$7,000	\$7,000						
Boundary & Topographic Survey	\$35,900	\$35,900						
Legal - Real Estate	\$35,000	\$35,000						

ProjeWect Mgt / Dev. Consultant Fees	\$952,000	\$215,742		\$100,385	\$143,297	\$46,642	\$260,944	\$184,990
Soft Cost Contingency	\$20,000	\$20,000						
Other: Admin and application fees	\$40,000		\$40,000					
Subtotal	\$1,799,700	\$783,442	\$40,000	\$326,085	\$143,297	\$60,942	\$260,944	\$184,990
<b>Construction Financing:</b>								
Construction Period Interest	\$260,527	\$260,527						
Lease-up Period Interest								
Subtotal	\$260,527	\$260,527	\$0	\$0	\$0	\$0	\$0	\$0
<b>Permanent Financing:</b>								
Permanent Loan Fees	\$184,304	\$184,304						
Permanent Loan Legal	\$45,000	\$45,000						
Subtotal	\$229,304	\$229,304	\$0	\$0	\$0	\$0	\$0	\$0
<b>Capitalized Reserves</b>								
Other: IOD - Initial Operating Deficit	\$191,253				\$191,253			
Subtotal	\$191,253	\$0	\$0	\$0	\$191,253	\$0	\$0	\$0
<b>Other Development Costs</b>								
Real Estate Tax								
Insurance	\$77,500	\$77,500						
Permits, Fees & Hookups	\$80,862	\$80,862						
Development Period Utilities								
Accounting/Audit	\$12,500	\$12,500						
3 <sup>rd</sup> Party Cert. of Final Dev. Costs								
Marketing/Leasing Expenses								
Subtotal	\$170,862	\$170,862	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Development Cost:</b>	\$18,114,613							
<b>Total Sources:</b>	\$18,114,613	\$6,375,100	\$2,000,000	\$1,100,000	\$4,000,000	\$680,461	\$2,165,386	\$1,793,666

HOME Agreement

## EXHIBIT D SPOKANE CITY HOME PROGRAM INCOME AND RENTS

SOURCE: HUD

MSA: SPOKANE, WA

EFFECTIVE DATE: JUNE 15, 2023

FY 2023 MEDIAN INCOME: \$89,000

### 2023 INCOME LIMITS

		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
AREA MEDIAN INCOME	(100% AMI)	62,300	71,200	80,100	89,000	96,200	103,300	110,400	117,500
LOW-INCOME	(80% AMI)	49,850	57,000	64,100	71,200	76,900	82,600	88,300	94,000
PROJECT SPECIFIC	(60% AMI)	37,380	42,720	48,060	53,400	57,720	61,980	66,240	70,500
VERY LOW-INCOME	(50% AMI)	31,150	35,600	40,050	44,500	48,100	51,650	55,200	58,750
PROJECT SPECIFIC	(40% AMI)	24,920	28,480	32,040	35,600	38,480	41,320	44,160	47,000
PROJECT SPECIFIC	(35% AMI)	21,800	24,920	28,030	31,150	33,670	36,150	38,640	41,120
EXTREMELY LOW-INCOME	(30% AMI)	18,700	21,400	24,050	26,700	28,850	31,000	33,150	35,250

### 2023 RENT LIMITS

	SRO●	EFFICIENCY	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM	6 BEDROOM
FAIR MARKET RENT (FMR)**	609	812	926	1198	1703	1987	2285	2583
30 OF 65 RENT (HIGH HOME RENT)		*812	*926	*1198	1470	1621	1770	1919
30 OF 60 RENT		*812	*926	*1198	1389	1549	1709	1869
30 OF 50 RENT (LOW HOME RENT)		778	834	1001	1157	1291	1424	1557
30 OF 40 RENT		623	667	801	926	1033	1139	1246
30 OF 35 RENT		545	584	700	810	903	997	1090
30 OF 30 RENT		467	501	601	694	775	855	934

●HOME rent for an SRO is 75% of the Efficiency Fair Market Rent.

\*Calculate AMI for a more than 9-person household by adding 8% for each member over 4-person AMI (e.g., 9person is 140% of 4-person AMI).

\*\*Although HUD's rent calculation exceeds FMR for this unit, HOME regulations do not allow rents to exceed FMR. Consequently, this rent is capped at FMR.

\*\*\*Calculate FMR for more than 4 Br by adding 15% to the 4 Br FMR for each additional Br size (e.g., 6 Br FMR is 130% of 4 Br FMR).

**EXHIBIT E**  
**AFFIRMATIVE MARKETING POLICY AND PROCEDURES**  
**WBE/MBE OUTREACH**

**A. Affirmative Marketing Policy and Procedures**

In accordance with 24 CFR § 92.351, HOME Investment Partnership Program Rule, and in furtherance of Spokane City's commitment to non-discrimination and equal opportunity in housing, Spokane City has established policies and procedures to affirmatively market HOME assisted housing under the HOME Investment Partnership Program. These policies are intended to further the objectives of Title VIII of the Civil Rights Act of 1969, and Executive Order 116063.

Spokane City is committed to the principle that all individuals should have available to them an equal opportunity for housing choices regardless of their race, color, religion, familial status, sex, national origin or handicap.

Spokane City will carry out its Affirmative Marketing Policy through this affirmative marketing plan, which is designed specifically for its HOME Partnership Program. Procedures for informing subrecipients, the public, potential tenants and property owners about fair housing and affirmative marketing policies and the availability of vacant units, are included in the Policy. The plan also includes procedures for special outreach to encourage access to HOME assisted housing by minorities and women.

In addition, the plan describes methods to assess the success of affirmative marketing efforts and includes measures to take corrective action if desired results are not achieved. Records will be kept of all affirmative marketing activities, assessments and corrective measures taken.

***Spokane City's Affirmative Marketing Procedures include the following steps and requirements.***

**1. Methods for informing the public**

Spokane City will inform the public, including subrecipient organizations and potential tenants, about Fair Housing laws and Affirmative Marketing Policies using the following methods. (subrecipient organizations will be required to carry out these actions in accordance with provisions contained in agreements with the City).

- All public service announcements and informational flyers will contain a statement regarding the City's fair housing policies. Such announcements will be distributed to all local media of general audience.
- All paid advertisements will include the equal housing slogan and/or logo.
- Any posters, flyers and correspondence about the Program and forms used will include the equal housing slogan and/or logo.

- Special marketing outreach will be provided to organizations and groups which are representative of minorities, women, single-headed households and persons with disabilities by distributing flyers, correspondence, housing availability notices and posters.

## **2. Property Owner Requirements, Procedures and Practices**

In accordance with 24 CFR §92.253(e)(4), property owners will be required to follow approved written tenant selection policies which provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable. Tenant selection policies will further require owners to provide prompt written notification to any rejected applicant of the grounds for any rejection. Notwithstanding these tenant selection policy requirements, the following procedures and requirements must be met by all participating owners, and subrecipients as applicable.

- Prior to receiving financial assistance approval from the City, property owners will be required to sign a statement certifying commitment to abide by the City's affirmative marketing policies. This written policy will be provided, accompanied by a verbal explanation.
- Application materials used by owners for marketing housing opportunities will be required to include a statement regarding the City's fair housing policies and the equal housing logo.
- All advertisements used by owners to market the housing vacancies and availability or waiting list opportunities will be required to exhibit the Fair Housing Logo and/or a statement regarding Fair Housing/Equal Opportunity.
- Property owners will be required to notify Spokane Housing Authority and prescribed community organizations of the availability of housing for occupancy, waiting list opportunities emphasizing the HOME Program's commitment to Fair Housing/Equal Opportunity.

## **3. Record Keeping**

- Spokane City or its subrecipients and participating property owners will be required to keep all records which document actions taken to affirmatively market units and an assessment of the results of such efforts, including information on race, ethnic origin, gender, and single-headed households, of all applicants for and tenants selected for the housing.
- Owners will be required to keep and submit when requested a contact log of all persons to whom vacant units are shown which includes, names, addresses and phone numbers as well as visually or verbally obtained race, ethnic, gender and familial status information and the results of the showing, particularly any reasons known for tenants not submitting applications.
- Owners will be required to maintain a file of all letters of rejection as required by the tenant selection policies.
- Copies of all promotional announcements, flyers, posters, articles, etc. used in the HOME Program, with notations regarding distribution, will be kept on file with owners, the City or its subrecipients.

## **4. Assessments and Corrective Actions**



The City and its subrecipients will be responsible for the compilation of data on Affirmative Marketing actions, including information on minority, gender and familial or handicap status participation and performance analysis. Reporting and evaluation will take place on a regular schedule as the individual monitoring process warrants with some reports due monthly and an overview assembled and reviewed prior to the annual review. Evaluation/corrective actions may include:

- Random call-backs to individuals from the contact log who were shown the housing but did not submit an application to determine reason(s).
- Compare the percentage of housing applications received from minorities to the percentage of minorities in the area from census data. If the percentage of applications from minorities is substantially less than the percentage of minorities listed in the census data, then corrective actions may be taken. Corrective actions would include additional requirements for further outreach/marketing.
- Compare the percentage of minority tenants residing in HOME assisted units with the percentage of Spokane City's minority population. If the percentage of minority tenants is smaller than the City percentage, census tracts will be analyzed to better determine areas to target supplemental promotional efforts. Then, promotional efforts will be increased in these tracts/areas - especially to organizations serving minority populations.
- Check owner compliance with affirmative marketing requirements. If there is lack of performance, it will be discussed with the owner. If there is clear non-compliance with the law, the owner may be disqualified from further HOME Program participation.
- Review tenant data to identify any under representation from particular groups such as single-headed households, families with children, handicapped, etc.

## **B. Minority and Women Business Outreach Program**

The following is the statement of policies and procedures to be followed by Spokane City to meet the HOME Program requirements for a Minority and Women Business Outreach Program, in accordance with 24 CFR § 92.351 and § 85.36(e). These policies and procedures are intended to meet the requirements of Executive Orders 11625 and 12625 (concerning Minority Business Enterprise) and 12138 (concerning Women's Business Enterprise).

Spokane City is committed to a good faith, comprehensive and continuing effort to promote the inclusion of minority and women's business enterprises in the HOME Program and all other housing programs under its auspices.

It is Spokane City's intent to establish and oversee a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms and appraisal firms, management firms, financial institutions, underwriters, accountants, investment banking firms and providers of legal services, and all contracts entered into by the City for the procurement of property and services to provide affordable housing under applicable federal law.

Spokane City will take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.

If there are no minority or women's businesses available locally, this will be documented and the City, its subrecipients, property owners and contractors will have met the obligations of this policy and procedure.

Affirmative steps to comply with federal requirements shall include:

- a. Authorizing the Housing and Community Development Department and appointing the Housing and Community Development Manager or his/her designee to oversee the Minority/Women's Business Outreach Program.
- b. Placing a statement of public policy and commitment in the local newspaper and including the statement in appropriate correspondence and program documents. Using the local media to market and promote contract and business opportunities for minority and women's business enterprises.
- c. Placing qualified minority and women's businesses on solicitation lists, including a description of capabilities, services, supplies and/or products. This inventory will be provided to all subrecipients and property owners receiving funds and/or assistance under the HOME Program along with written instructions for implementing affirmative steps.
- d. Assuring that minority and women's businesses are solicited whenever they are potential sources. Agreements with the City will require subrecipients and property owners to solicit minority and women's businesses when contracting for goods and services.
- e. Dividing total requirements, when economically feasible, into smaller tasks and quantities to permit maximum participation by small and minority business and women's businesses. Subrecipient agreements and agreements with property owners will include this requirement.
- f. Establishing delivery or performance schedules, wherever possible, which encourage participation by minority and women's owned businesses. Subrecipient agreements and agreements with property owners will include this requirement.
- g. Using the services and assistance of the Minority Business Development Agency of the Department of Commerce, Spokane Minority Supplier Development Council, Spokane Area Economic Development Council - Minority Services, Minority Services Northwest, Inland Minority Contractor's Association and the Washington State Office of Minority and Women's Business Enterprise, to develop the inventory lists pursuant to number 3 above and to help perform outreach and capacity building activities.
- h. Requiring prime contractors to require all subcontractors to take appropriate affirmative steps listed above in this policy and procedure.
- i. For all housing activities using Spokane City HOME funds or other federal funds received from Spokane City, requiring subrecipients, contractors and/or property owners to keep records of

bids requested, received and awarded and whether or not the firm or enterprise is a minority or women's business enterprise, and to provide forms and instructions as needed.

j. Assessing performance and taking corrective actions as needed. Spokane City or its subrecipients will be responsible for collecting and compiling data on minority and women's business participation. Subrecipients will submit reports to the City as requested.

Performance will be analyzed by reviewing affirmative steps taken and results of steps taken. If performance is not satisfactory, the subrecipient, owner or contractor will be required to explain deficiencies and non-compliance. If necessary, corrective actions will be taken, including sanctions and/or penalties allowed under local, state and federal law.

### **C. Equal Opportunity**

It is the policy of Spokane City that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with HOME funds. This applies to all beneficiaries, potential beneficiaries, applicants, property owners, businesses, organizations and the public in the provision of all forms of assistance, be it property rehabilitation, homebuyer assistance or tenant based rental assistance.

In addition, Spokane City will make funds available in accordance with the requirements of all applicable laws and regulations including the Fair Housing Act, Age Discrimination Act prohibitions against age, Rehabilitation Act prohibitions against handicapped discrimination and Section 3 of the HUD Act of 1968 regarding training opportunities and contracts for work for low-income residents.

## EXHIBIT F

### HUD Rider to Restrictive Covenants

This RIDER TO RESTRICTIVE COVENANTS is made as of December \_\_\_\_, 2023, by Proclaim Liberty West, LLC, a Washington limited liability company ("Owner") and City of Spokane, a political subdivision of the State of Washington ("City").

WHEREAS, Owner has obtained financing from Centennial Mortgage, Inc., a Missouri corporation ("Lender") for the benefit of the project known as Liberty Park Expansion ("Project"), which loan is secured by a Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing (Washington) ("Security Instrument") dated as of December 1, 2023, and to be recorded in the Auditor's Office of Spokane County, Washington ("Records"), contemporaneously herewith, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Owner has received HOME funds from the City, which City is requiring certain restrictions be recorded against the Project; and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the City agree to the terms of this Rider; and

WHEREAS, the City has agreed to such terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- (a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.
- (b) The following terms shall have the following definitions:

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Owner and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Centennial Mortgage, Inc., its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Owner pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act, 12 USC § 1701 *et seq.*, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Owner in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

- (c) Notwithstanding anything in the Restrictive Covenants to the contrary, Owner covenants that it will not take or permit any action that would result in a violation of the Code, Mortgage Loan Documents, Program Obligations or Restrictive Covenants. (The Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the City’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Owner represents and warrants that to the best of Owner’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.
- (d) [Intentionally omitted]
- (e) Owner and the City acknowledge that Owner’s failure to comply with the covenants provided in the Restrictive Covenants will does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.
- (f) Except for the City’s reporting requirement, in enforcing the Restrictive Covenants the City will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:
  - i. Available surplus cash, if the Owner is a for-profit entity;
  - ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Owner is a limited distribution entity; or
  - iii. Available residual receipts authorized for release by HUD, if the Owner is a non-profit entity; or
  - iv. A HUD-approved collateral assignment of any HAP contract.
- (g) For so long as the Mortgage Loan is outstanding, Owner and City shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD’s prior written consent.
- (h) Subject to the HUD Regulatory Agreement, the City may require the Owner to indemnify and hold the City harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against City relating to the covenants set forth in the Restrictive Covenants, provided, however, that Owner’s obligation to indemnify and hold the City harmless shall be limited to available surplus cash and/or residual receipts of the Owner.

(i) [Intentionally omitted.]

The statements and representations contained in this rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

**Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.**

**AFTER RECORDING RETURN TO:**

City of Spokane,  
Community, Housing and Human Services Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**CITY DEED OF TRUST,  
SECURITY AGREEMENT AND  
ASSIGNMENT OF LEASES AND RENTS**

**GRANTOR/BORROWER:** PROCLAIM LIBERTY WEST, LLC

**GRANTEE/ LENDER:** CITY OF SPOKANE, WASHINGTON

**GRANTEE/ TRUSTEE:** FIRST AMERICAN TITLE INSURANCE COMPANY

**ABBREVIATED LEGAL:** \*\*\*

Additional legal on Exhibit A of document

**ASSESSOR'S ACCOUNT NO.:** 35212.2918, 35201.6301, 35201.6309 and  
35201.6310 and as legally described in Exhibit A

**RELATED DOCUMENT(S):** N/A

**CITY DEED OF TRUST, SECURITY AGREEMENT  
AND ASSIGNMENT OF LEASES AND RENTS**

**THIS CITY DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS** (the "City Deed of Trust") is granted this \_\_\_\_ day of February, 2024, by PROCLAIM LIBERTY WEST, LLC, a Washington limited liability company, whose mailing address is c/o Kiemle & Hagood Company, 601 West Main Ave, Suite 400, Spokane WA 99201 as Grantor and debtor, to First American Title Company ("Trustee"), whose address is 200 SW Market Street, Suite 250, Portland, Oregon 97201, for the benefit of the City of Spokane, State of Washington, a political subdivision of the State of Washington, through its Community, Housing and Human Services Department, as beneficiary and secured party, whose address is c/o Community, Housing and Human Services Department, 808 W Spokane Falls Blvd, Spokane, WA 99201 (the "Beneficiary").

**W I T N E S S E T H:**

Grantor does hereby irrevocably GRANT, BARGAIN, SELL, and CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property in the City of Spokane, State of Washington, described in Exhibit "A", attached hereto and by this reference incorporated herein, together with any and all buildings, structures and improvements now or hereafter erected on or attached to the property, including but not limited to, the fixtures, attachments, equipment, machinery, appliances, and other articles on, in or attached to the property or to such buildings, structures and improvements, all of which are collectively called the "Project." The real property described in Exhibit A together with the after-described Personal Property shall be referred herein as the "Property";

**Together** With all interests, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Property;

**Together** With all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

**Together** With all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property; and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

**Together** With all right, title and interest of Grantor in and to all personal property (the "Personal Property") now or hereafter owned by Grantor and now or at any time hereafter located on or at the Property or used in connection therewith, including,



but not limited to, all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance, and all other equipment of every kind), lobby and all other indoor and outdoor furniture, rugs, carpets, and other floor coverings, all inventory related to Grantor's operation of the Property and any business operated thereon by Grantor, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and office maintenance and other supplies and all proceeds thereof and all rights of Grantor as lessee of any Personal Property;

**Together** With all right, title, and interest of Grantor in the funds deposited pursuant to Section 1.06;

**Together** With all the estate, interest, right, title, other claim or demand which Grantor now has or may hereafter acquire in the Project, including all unearned premiums under insurance policies now or hereafter obtained by Grantor, claims or demands with respect to the proceeds of insurance, all proceeds of the conversion, voluntary or involuntary of any of the Project described above into cash or other liquidated claims, including proceeds of hazard, title and other insurance and proceeds received pursuant to any sales or rental agreements of Grantor in respect to the Project, all refunds or rebates of taxes or assessments on the Project, all rights of action in respect of the Project and all judgments, damages, awards, settlements and compensation (including interest thereon), heretofore or hereafter made to the present and subsequent owners of any property or rights described or encumbered hereby for any injury to or decrease in value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or by any proceeding or purchase in lieu of all or any part of the Project, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

**Together** With any and all existing and future leases (including subleases thereof), whether written or oral, rental agreements and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof, upon all or relating to any part of the Property (hereinafter collectively referred to as the "Leases.")

**Together** With the immediate and continuing right to collect and receive all of the rents, fees, charges, accounts, income, receipts, revenues, issues, profits and other income or other payments of any nature now due or which may become due or to which Grantor may now or shall hereafter (including any income of any nature coming due during any redemption period) become entitled to or may make demand or claim for, arising or issuing from or out of the Leases or from or out of the Project or any part thereof, including but not limited to, fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities, minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents and liquidated damages following default in any Lease, all

accounts receivable and general intangibles related to Grantor's operation of the Project and any business operated thereon by Grantor and all proceeds thereof, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Grantor may have against any tenant under the Leases or any subtenants or occupants of the Property, and all proceeds payable as a result of a tenant's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights or claims of any kind that Grantor may have against tenant under the Leases or any occupants of the Property (all such monies, rights and claims described in this paragraph being hereinafter called "Cash Collateral"), excepting there from, any sums which by the express provisions of any of the Leases are payable directly to any governmental authority or to any other person, firm or corporation other than the landlord under the Leases.

The entire estate, property, and interest of the Project hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate."

#### **FOR THE PURPOSE OF SECURING:**

1. Payment of indebtedness in the total principal amount of **ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00)**, evidenced by that certain Promissory Note and Loan Agreement of even date herewith (the "City Note") executed by Grantor, which has been delivered to, and is payable to, the order of Beneficiary and which, by this reference, is made a part hereof, and any and all modifications, extensions and renewals thereof. The interest rate, payment terms, and the indebtedness evidenced thereby may be adjusted, renewed, or renegotiated without affecting the priority of this City Deed of Trust.

2. Payment of all sums which may become due from Grantor or advances by Beneficiary or its successor, with interest thereon at the City Note Rate (as defined herein), which include, but are not limited to, fire and other hazard insurance and taxes upon the Property, according to the terms of this City Deed of Trust; payment by the Grantor of all reasonable attorney fees and costs incurred by the Trustee or Beneficiary in foreclosing this City Deed of Trust or realizing upon any of the collateral for the obligations which this City Deed of Trust secures; payment by Grantor of all reasonable attorney fees and costs incurred by Trustee or Beneficiary in defending the priority or validity of this City Deed of Trust or the title to the Property; payment by Grantor of all sums advanced by Beneficiary to or on behalf of Grantor for the purpose of clearing encumbrances or defects from the title to the Property where Beneficiary, in good faith, believes such encumbrances to be superior to the lien of the Deed of Trust, including, without limitation, payment of ad valorem taxes and mechanics' or materialmen's liens which may have gained priority over the lien of this City Deed of Trust; payment by Grantor of all reasonable attorney fees and costs incurred by Trustee

or Beneficiary in any bankruptcy proceedings or any reorganization or arrangement proceeding under the Bankruptcy Act affecting Grantor or this City Deed of Trust, and payment of all other sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the City Note Rate.

3. Payment of all other sums, with interest thereon, which may hereafter be loaned to Grantor, their successors or assigns, by Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this City Deed of Trust.

4. Payment of all of the obligations of Grantor under any loan agreement between Grantor and Beneficiary related to the loan evidenced by the City Note.

5. Performance of all of the obligations under the HOME Program Agreement (the "HOME Program Agreement") of even date herewith.

This City Deed of Trust, the City Note, and the HOME Program Agreement and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Documents." All matters described in clauses 1 through 5 above are hereinafter collectively referred to as the "Obligations."

ARTICLE I  
COVENANTS AND  
AGREEMENTS OF GRANTORS

Grantor hereby covenant and agree:

1.01 Maintenance of the Property. The Property shall be maintained in good condition at all times. Grantor shall promptly make all necessary repairs, replacements and renewals so that the value of the Property shall be maintained. Grantor shall not commit or permit any waste on the Property. Grantor shall comply with all laws, ordinances, regulations and private restrictions affecting the Property. Grantor shall operate the Property in such manner as to prevent deterioration of the land and improvements including fences and retaining ponds, except for reasonable wear and tear from proper use. Grantor shall not demolish or remove any improvements from the Property without the prior written consent of the Beneficiary.

1.02 Required Insurance. Grantor shall at all times provide, maintain, and keep in force, or cause to be provided, maintained and kept in force, the following policies of insurance:

- (a) Insurance against loss or damage to the buildings and

improvements situated on the Property (the "Improvements") by fire and any of the risks covered by insurance of the type now known as "broad form of extended coverage," in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor), and with not more than Five Thousand and No/100 Dollars (\$5,000.00) deductible from the loss payable for any casualty. The policies of insurance carried in accordance with this subparagraph (a) shall contain the "Replacement Cost Endorsement",

(b) Insurance against loss or damage to the Personal Property by fire and other risks covered by insurance of the type now known as "broad form of extended coverage";

(c) Such other insurance and in such amounts as may, from time to time, be reasonably required by Beneficiary against the same or other hazards, including, without limitation, business interruption insurance or insurance covering loss of rents and flood insurance where applicable; and

(d) All policies of insurance required by the terms of this City Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim, or deductions against Grantor.

(e) All policies of insurance shall be issued by companies and in amounts in each company satisfactory to Beneficiary. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Grantor shall furnish Beneficiary with a certificate of insurance of all policies of required insurance. If Beneficiary consents to Grantor providing any of the required insurance through blanket policies carried by Grantor and covering more than one (1) location, then Grantor shall furnish Beneficiary with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date.

(f) At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of premium and the re-issuance of a policy continuing insurance in force as required by this City Deed of Trust. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Beneficiary. In the event Grantor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies or certificates of insurance required by this section Beneficiary may procure such insurance or single-interest insurance for such risks

covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary and, until such payment is made by Grantor, the amount of all such premiums shall be secured by this City Deed of Trust.

(g) In the event of loss, Grantor shall immediately notify Beneficiary, who may make proof of loss if it is not made promptly by Grantor. Proceeds shall be paid directly to Beneficiary who may compromise with any insurance company and make a final settlement that shall be binding upon Grantor. Any such insurance proceeds shall be paid to Beneficiary and applied in Beneficiary's discretion either to repayment of the obligations secured hereby or to pay for repairs or replacements necessitated by such casualty or condemnation.

1.03 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this City Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title, and interest of Grantor in and to all policies of insurance required by Section 1.02 shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Trust Estate.

1.04 Indemnification: Subrogation; Waiver of Offset.

(a) If, without itself having been negligent, Beneficiary is made a party defendant to any litigation concerning this City Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Grantor, then Grantor shall indemnify, defend, and hold Beneficiary harmless from all liability, loss, cost, or damage, by reason of said litigation, including reasonable attorney's fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment.

(b) Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents, and representatives, for loss of or damage to Grantor, the Trust Estate, Grantor's property, or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this City Deed of Trust.

(c) All sums payable by Grantor hereunder and all obligations secured hereby shall be paid without counterclaim, set off, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction; and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged, or otherwise affected (except as expressly provided herein) by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv)

any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Beneficiary, or any action taken with respect to this City Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Grantor have or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Grantor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing and whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waive all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution, or reduction of any sum secured hereby and payable by Grantor. Nothing in this paragraph shall, however, be construed as a waiver or release by Grantor of any claim, cause of action, or right which Grantor may now or hereafter have against Beneficiary.

1.05 Taxes and Liens. Grantor shall pay before they become delinquent all taxes and assessments levied against or on account of the Trust Estate and shall pay as due all claims for work done on or for services rendered or material furnished to the Property. Special assessments shall be paid currently, without deferral, unless the lien for deferred assessments is subordinate to the interest of Beneficiary under this City Deed of Trust, or Beneficiary gives its prior written consent to the deferral. Grantor shall maintain the Trust Estate free of any liens having priority over or equal to the interest of Beneficiary under this City Deed of Trust except for "Permitted Encumbrances" as defined in Section 1.09, the lien of taxes and assessments not delinquent, and except as hereinafter otherwise provided. Grantor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the trust estate is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any costs, attorney fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. The assessor or tax collector of the county in which the Property is located is authorized to deliver to Beneficiary a written statement of the property taxes assessed or owing at any time.

1.06 Reserves. Any time after the occurrence of an event of default, as provided for in Section 4.01, Beneficiary may require Grantor to maintain reserves for payment of taxes (including special assessments and other charges against the Trust Estate by governmental or quasi-governmental bodies) or premiums on property insurance or both. The reserves shall be created by payment each month to Beneficiary of an amount determined by Beneficiary to be sufficient to produce by the date they are due amounts equal to the estimated taxes and insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums is insufficient, Grantor shall upon demand pay such additional sum as Beneficiary shall

determine to be necessary to cover the required payment. If Grantor desires to carry a package of insurance that includes coverage in addition to that required under this City Deed of Trust, Beneficiary may at its option establish and administer a reserve for that purpose. In such event the premium attributable to the required insurance coverage shall be quoted separately, and Beneficiary may permit Grantor to furnish a certificate of insurance rather than deposit the policy as required above. If at any time Beneficiary holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy, Beneficiary may, at its discretion, pay only that portion of the premium attributable to the required insurance coverage.

If the policy does not permit such partial payment, Beneficiary may use the reserve funds for the premium on a new, separate policy providing the required insurance coverage and allow the package policy to lapse. Beneficiary shall not charge a service charge for collecting reserves and paying taxes and insurance premiums. The reserves shall not constitute a trust. Grantor agrees that Beneficiary may commingle reserve funds with other funds of Beneficiary and need not invest them for the benefit of Grantor. Grantor agrees that Beneficiary need not pay Grantor interest on reserves, unless applicable statutes require payment of interest notwithstanding any contrary agreement.

1.07 Expenditures by Beneficiary. If Grantor shall fail to comply with any provision of the City Loan Documents, Beneficiary may, at its option, on Grantor's behalf, and with subsequent notice to Grantor, take such actions as are allowed by this City Deed of Trust and any amount that it reasonably expends in so doing shall be payable on demand with interest at the rate specified in the City Note (the "Note Rate") from the date of expenditure. Failure to repay such expenditure and interest thereon on demand will, at Beneficiary's option, constitute an event of default hereunder; or Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure, all costs and expenses incurred in such action, together with a reasonable attorney's fee at trial and on appeal.

1.08 Utilities. Grantor shall pay or cause to be paid when due all utility charges which are incurred by Grantor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

1.09 Warranty; Defense of Title. Grantor warrants that Grantor holds merchantable title to the Property in fee simple, free of all encumbrances other than the encumbrances described on Exhibit "B" attached hereto. Those encumbrances listed on Exhibit "B" are defined as "Permitted Encumbrances". Grantor warrants and will forever defend the title against the claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the

interest of Beneficiary under this City Deed of Trust, Grantor shall defend the action at Grantor's expense. If any Permitted Encumbrance is a lien, Grantor shall pay any sums and do any other acts necessary to prevent a default hereunder or prevent any action or condition which with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

1.10 Damages and Insurance and Condemnation Proceeds.

(a) Grantor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, the following claims, causes of action, awards, payments, and rights to payment:

(i) All awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; and

(ii) All other awards, claims, and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; and

(iii) All proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Beneficiary; and

(iv) All interest which may accrue on any of the foregoing.

(b) Grantor shall immediately notify Beneficiary in writing if:

(i) Any damage occurs or any injury or loss is sustained to all or any part of the Property, or any action or proceeding relating to any such damage, injury, or loss is commenced; or

(ii) Any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

(c) If Beneficiary chooses to do so, Beneficiary may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury, or loss to all or part of the Property, and Beneficiary may make any compromise or settlement of the action or proceeding with respect to its rights and/or interests. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Grantor in adjusting any loss covered by insurance.

(d) All proceeds of these assigned claims and all other property and



rights which Grantor may receive or be entitled to shall be paid to Beneficiary. In each instance, Beneficiary shall apply such proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including reasonable attorneys' fees. If, in any instance, each and all of the following conditions are satisfied in Beneficiary's reasonable judgment, Beneficiary shall permit Grantor to use the balance of such proceeds (the "Net Claims Proceeds") to pay costs of repairing or reconstructing the Property in the manner described below:

(i) The plans and specifications, cost breakdown, construction contract, construction schedule, contractor and payment and performance bond for the work of repair or reconstruction shall all be reasonably acceptable to Beneficiary; and

(ii) Beneficiary shall receive evidence reasonably satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(iii) The Net Claims Proceeds (together with the net proceeds of any rental interruption insurance and reasonably projected rental receipts during the repair or reconstruction period) shall be sufficient in Beneficiary's determination to pay for the total cost of repair or reconstruction, including all associated development costs and interest and other sums projected to be payable on the Obligations until the repair or reconstruction is complete; or Grantor shall provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Grantor and found acceptable by Beneficiary, of the total cost of repair or reconstruction; and

(iv) Unless otherwise agreed to by Beneficiary, Beneficiary shall receive evidence satisfactory to it that, after the repair or reconstruction is complete, (1) all non-residential leases acceptable to Beneficiary will continue (or a replacement therefor reasonably satisfactory to Beneficiary immediately commences); and (2) the Property will continue to operate in substantially the same manner, and will generate the same debt service coverage as immediately before the damage or condemnation occurred; and

(v) Beneficiary shall be satisfied that the repair or reconstruction can be completed prior to the maturity date of the Note; and

(vi) No default or Event of Default (as defined in the applicable City Loan Document, subject to applicable notice and cure periods) shall have occurred and be continuing under the City Loan Documents.

If Beneficiary finds that such conditions have been met, Beneficiary shall hold the Net Claims Proceeds, and any funds which Grantor is required to provide, in an interest-bearing account and shall disburse them to Grantor to pay costs of repair or reconstruction upon presentation of evidence reasonably satisfactory to Beneficiary that

repair or reconstruction has been completed satisfactorily and lien-free; provided, however, if requested by Grantor, Beneficiary shall make partial progress payments of Net Claims Proceeds from time to time, provided that (1) such shall not be more frequently or for smaller amounts than Beneficiary approves in its sole and absolute discretion, (2) for each such disbursement, Beneficiary shall receive a disbursement request package including a written draw request, all in form and substance and containing such items, acceptable to Beneficiary in its sole and absolute discretion, together with such information and documentation relating thereto as Beneficiary requests to evidence the progress of construction and payment and lien releases relating thereto, all as determined by Beneficiary in its sole and absolute discretion. However, if Beneficiary finds that one or more of such conditions have not been satisfied, Beneficiary may apply the Net Claims Proceeds to pay or prepay some or all of the Obligations in such order and proportions as Beneficiary in its sole and absolute discretion may choose.

(e) Grantor hereby specifically, unconditionally, and irrevocably waives all rights of a property owner granted under applicable law, which provides for allocation of condemnation proceeds between a property owner and a lienholder, and any other law or successor statute of similar import.

1.11 Inspections. Upon at least 48 hours written notice to Grantor, Beneficiary, its agents, representatives and workmen, are authorized to enter upon the Property at any reasonable time for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the City Loan Documents.

1.12 No Waiver. By accepting payment of any obligation secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other obligations secured hereby or to declare default for failure so to pay.

1.13 Accounting. Grantor will keep and maintain or will cause to be kept and maintained in accordance with sound accounting practice accurate and proper books of record and account relating to the Property. Grantor shall permit Beneficiary to examine the books of account and other records of Grantor, to discuss the affairs, finances and accounts of Grantor and to be informed as to the same by Grantor, all at such reasonable times and intervals as Beneficiary may desire. At the request of Beneficiary, Grantor will, at its own cost and expense, furnish to Beneficiary within one hundred eighty (180) days after the end of each fiscal year, annual financial statements of Grantor and copies of the balance sheet and operating statements relating to the Property for such year, in reasonable detail and in form and substance satisfactory to Beneficiary. In the event Grantor fails to furnish any of the financial statements herein required, Beneficiary may cause an audit to be made of Grantor's books and records, at Grantor's sole cost and expense.

1.14 Use of Property. The Property is not used primarily for farming or

agricultural purposes.

## ARTICLE II SECURITY AGREEMENT

2.01 Creation of Security Interest. For the purpose of securing all obligations of Grantor contained in the City Loan Documents, Grantor hereby grants to Beneficiary a security interest in the Trust Estate, including but not limited to, the Personal Property and the Cash Collateral.

2.02 Warranties, Representations and Covenants of Grantor. Grantor hereby warrants and covenants as follows:

(a) Except for the Permitted Encumbrances, Grantor is and, as to portions of the Personal Property and Cash Collateral to be acquired after the date hereof, will be the sole owner of the Personal Property and Cash Collateral, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Grantor will notify Beneficiary of, and will defend the Personal Property and Cash Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) The Personal Property will be kept on or at the Property and Grantor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Grantor with an article of equal suitability owned by Grantor free and clear of any lien or security interest except the Permitted Encumbrances.

(c) Except for Permitted Transfers as defined in the Loan Agreement, Grantor will not lease, sell, convey or in any manner transfer the Personal Property and Cash Collateral without the prior written permission of the Beneficiary.

(d) Grantor maintains a place of business in the State of Washington, and Grantor will immediately notify Beneficiary in writing of any change in its place of business.

(e) At the request of Beneficiary, Grantor will join Beneficiary in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Washington in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to necessary or desirable.

(f) All covenants and obligations of Grantor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property and Cash

Collateral, whether or not expressly referred to herein.

(g) This City Deed of Trust constitutes a security agreement as that term is used in the Uniform Commercial Code of Washington.

(h) Grantor will comply with all requirements of the City Loan Agreement and the HOME Program Agreement.

### ARTICLE III ASSIGNMENT OF LEASES AND RENTS

3.01 Assignment. Grantor hereby assigns to Beneficiary and grants to Beneficiary a security interest in all Leases and Cash Collateral as security for performance of all obligations of Grantor contained in the City Loan Documents.

3.02 Representations and Warranties. Grantor represents and warrants as follows:

(a) Grantor has good right, title and interest in and to the Leases and Cash Collateral and good right to assign the same, and that no other person has any right, title or interest therein, except for the Permitted Encumbrances.

(b) Grantor has duly and punctually performed all and singular the material terms, covenants, conditions and warranties of the Leases on Grantor's part to be kept, observed and performed.

(c) The existing Leases, if any, are valid and, except as disclosed to Beneficiary, unmodified and are in full force and effect,

(d) None of the Cash Collateral due and issuing from the Property or from any part thereof has been collected for any period in excess of one (1) month from the date hereof, and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised.

(e) Grantor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Cash Collateral.

(f) None of the tenants under any existing Leases is in default of any of the material terms thereof.

3.03 Covenants of Performance. Grantor covenants, promises and agrees as follows:

(a) Grantor shall observe, perform, and discharge, duly and punctually, all of the material obligations of the Leases on the part of Grantor to be kept,

observed and performed; and shall give prompt notice to Beneficiary of any failure on the part of Grantor to observe, perform or discharge same.

(b) Grantor shall enforce the performances of each and every material obligation, term covenant, condition and agreement in the Leases by any tenant to be performed, and shall notify Beneficiary of the occurrence of any material default under the Leases.

(c) Grantor shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties, or liabilities of Grantor or any tenant thereunder at the expense of Grantor.

3.04 Prior Approval for Actions Affecting Leases. Grantor, without the prior written consent of Beneficiary, which shall not be unreasonably withheld, further covenants and agrees as follows:

(a) Grantor shall not receive or collect any Cash Collateral from any present or future tenant of the Property or any part thereof for a period of more than two (2) months in advance (whether in cash or by promissory note) nor pledge, transfer, mortgage, grant a security interest in, or otherwise encumber or assign future payments of Cash Collateral, except for the Permitted Encumbrances.

(b) Grantor shall not lease any part of the Property for non-residential purposes.

3.05 License to Collect Cash Collateral. As long as there shall exist no default by Grantor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in the City Note or contained in the Leases, Grantor shall have the right under a license granted hereby (but limited as provided herein) to collect, but not prior to accrual, all of the Cash Collateral arising from or out of said Leases or any renewals, extensions and replacements thereof, or from or out of the Property or any part thereof. Grantor shall receive such Cash Collateral and hold the Cash Collateral, together with the right and license herein granted, as a trust fund to be applied, and Grantor hereby covenants to so apply them firstly to the payment of taxes and assessments upon the Property before penalty or interest is due thereon; secondly to the costs of operations, insurance, maintenance and repairs required by the terms of this City Deed of Trust; thirdly to satisfaction of all obligations under the Leases; fourthly to the payment of interest, principal and any other sums becoming due under Permitted Encumbrances; and fifthly, to the payment of interest, principal and any other sums becoming due under the City Note and City Loan Documents, before using any part of the same for any other purposes. Upon the conveyance by Grantor and its successors and assigns of Grantor's interest in the Property, all right, title, interest and powers granted under the license

aforesaid shall automatically pass to and may be exercised by each subsequent owner.

#### ARTICLE IV REMEDIES UPON DEFAULT

4.01 Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest on the City Note or any other sums secured hereby when due and such default continues for ten (10) days after written notice of default; or

(b) Grantor shall file a voluntary petition in bankruptcy or such a petition shall be filed against Grantor and is not dismissed within ninety (90) days after filing; or if Grantor shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Grantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Grantor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unabated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Grantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Grantor and such appointment shall remain unvacated and unstated for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A notice of lien, levy, or assessment is filed or a writ of execution or attachment or any similar process is issued or levied with respect to all or a part of the Trust Estate or any judgment involving monetary damages shall be entered against Grantor and become a lien on the Trust Estate or any portion thereof or interest therein and Grantor fails, within thirty (30) days, to satisfy or have the same released or to deposit with Beneficiary cash or sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien, levy, assessment, writ or similar process or judgment plus any costs, attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien, levy, assessment, writ or similar process or judgment;

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in any of the City Loan Documents or any part thereof, not referred to in this Section 4.01, but subject to any applicable cure period specified in the City Loan Documents; provided, however, that if no cure period is specified, Grantor shall have a period of thirty (30) days after written notice of the breach or default within which to cure the breach or default (provided, however, that if the breach or default is reasonably susceptible of cure but not within such 30-day period, then no breach or default shall be deemed to exist so long as Grantor commences such cure within the 30-day period and diligently and in good faith continuously pursues such cure to completion within sixty (60) days).

(f) There has been any conveyance of the Property or transfer of stock or interests in Grantor in violation of Section 4.04 of this Deed of Trust.

(g) If the City Loan Documents evidence or secure a construction loan, any of the following events shall also be deemed an event of default hereunder (capitalized terms not otherwise defined herein shall have the meanings given to them in the City Loan Documents):

(i) The dissolution, liquidation, bankruptcy, reorganization or insolvency, voluntary or involuntary, of the general contractor for the Project or architect for the Project and the failure of Grantor to find and contract with a replacement reasonably satisfactory to Beneficiary within a reasonable time thereafter.

(ii) Title to the Property is not satisfactory to Beneficiary by reason of any defect (even though the same may have existed at the time of any prior advance of the loan proceeds) except the Permitted Encumbrances and those matters affecting title which have at any time been consented to in writing by Beneficiary, and such defect has not been corrected within ninety (90) days after notice to Grantor or no title insurance company will insure any disbursement to be secured by this Deed of Trust as a valid lien on the Property subject only to the Permitted Encumbrances and those matters affecting title which have at any time been consented to in writing by Beneficiary.

(iii) Grantor does not construct the Project substantially in accordance with all material aspects of the Plans and Drawings and all applicable laws, rules, regulations and requirements now existing or hereafter enacted, adopted or promulgated of all governmental authorities having jurisdiction over the Property, or Grantor fails to file with the appropriate departments of any governmental authority having jurisdiction over the Property amended or supplemental Plans and Drawings if required by law, or Grantor fails to furnish to Beneficiary written certificates issued by such departments approving the Plans and Drawings.

(iv) Grantor fails to comply with any requirement of any government authority having jurisdiction over the Property within the time required by such authority after notice in writing of such requirement shall have been given to Grantor.

4.02 Rights and Remedies on Default. Upon the occurrence of any event of default hereunder and at any time thereafter, Beneficiary may exercise any one or more of the following rights and remedies:

(a) Withhold further disbursement of proceeds of the City Loan that is evidenced by the City Note.

(b) The right at its option by notice to Grantor to declare the entire indebtedness secured hereby immediately due and payable provided, however, that no default under Section 6.1 of the City Loan Agreement shall allow the Beneficiary to declare the entire indebtedness secured hereby immediately due and payable unless or until a written Notice of Default is received as provided in Section 6.2(a) of the City Loan Agreement and the Grantor has failed to cure the default within the period of time provided for under the City Loan Agreement.

(c) Subject to the Section 4.03 below, Beneficiary may exercise any remedy available at law or in equity, including, but not limited to an action for judicial or non-judicial foreclosure of the Property in accordance with applicable Washington law.

4.03 Lien Priority. This City Deed of Trust shall be in a subordinate lien position on the Property subject only to the Permitted Encumbrances in a senior lien position.

4.04 Due on Sale or Increase in Interest Rate on Sale. Grantor agrees and acknowledges that the indebtedness evidenced by the City Note is personal to Grantor, and that Grantor's personal responsibility and /or control of the Property is a material inducement to Beneficiary to agree to enter into this transaction. Except for Permitted Sales and Permitted Transfers as defined in the City Loan Agreement, any conveyance of the whole or any part of the Property, whether by deed, contract, further encumbrance, lease of the same (other than a lease of any portion of the space in the improvements on the Property in the ordinary course of business without an option to purchase) or otherwise without Beneficiary's prior written consent, or any transfer of general partnership interests in Grantor without Beneficiary's prior written consent, shall be deemed to increase the risk of Beneficiary, and Beneficiary or other holder may declare the entire unpaid balance immediately due and payable, or, at its sole option, it may consent to such conveyance or transfer in writing and may increase the interest rate on the City Note, change the maturity date of the City Note, modify the loan terms or impose whatever other conditions it shall deem necessary to compensate it for such



increased risk. Any increase in interest shall entitle the holder to increase monthly payments on the loan evidenced by the City Note so as to retire the obligation within the original stipulated time. In the event Grantor shall request the consent of Beneficiary in accordance with the provisions of this Section 4.04, Grantor shall deliver a written request to Beneficiary, together with such information as Beneficiary may reasonably request regarding such conveyance or transfer and shall allow Beneficiary thirty (30) days to evaluate such request. In the event Beneficiary approves such conveyance or transfer, Grantor shall pay Beneficiary a processing fee in an amount to be determined by Beneficiary but in no event less than Five Hundred Dollars (\$500.00) to compensate Beneficiary for its costs in processing such request. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to any further or successive transaction. The execution and delivery by the Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement, or other instrument whereunder any other person or corporation may become entitled, directly or indirectly, to the possession or enjoyment of the Property, or the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a conveyance or transfer for the purposes of this section, and shall require the prior written consent of Beneficiary.

Beneficiary's consent may be conditioned upon: (i) reasonable evidence satisfactory to Beneficiary that no uncured event of default exists; and (ii) if the proposed transfer is of the Property or of an interest in the Property or, if applicable, involves the admission of a new general partner in Grantor, (A) an opinion of counsel for the proposed transferee of the Property or the new general partner (in either such case, the "Transferee"), delivered to Beneficiary, to the effect that the Transferee has assumed in writing and in full all duties and obligations of Grantor under the City Loan Documents and that this Deed of Trust and the other City Loan Documents constitute legal, valid and binding obligations of the Transferee; (B) if the Grantor or an affiliate of the Grantor was the property manager, a determination by Beneficiary that the Transferee or an affiliate of the Transferee has the capacity to assume responsibility for the management of the Property, and (C) with regard to any project of the Transferee financed by Beneficiary, that the Transferee is not in arrears on any payments of amounts due and owing to Beneficiary or in default under any deed of trust, note, or other agreement entered into between Transferee and Beneficiary as to any such project.

In the event ownership of the Property or any portion thereof becomes vested in a person other than Grantor herein named, Beneficiary may, without notice to Grantor herein named, whether or not Beneficiary has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Deed of Trust and the obligations secured hereby, in the same manner as with Grantor herein named, without in any way vitiating or discharging Grantor's liability hereunder or the obligations hereby secured.

In addition to the requirements of this Section 4.04, Grantor shall not voluntarily sell or

transfer the Property or any portion thereof except in compliance with Section 18 of the HOME Program Agreement and Section 3.3 of the City Loan Agreement.

4.05 Attorney(s) Fees. In the event suit, action, or arbitration proceeding is instituted to enforce any of the terms of this City Deed of Trust the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney fees at arbitration, trial, on any appeal, and in any bankruptcy proceeding. All reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's reasonable opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, demanding payment, attorneys' opinions, or title insurance, whether or not any court action is involved, shall become a part of the indebtedness secured hereby, payable on demand, and shall bear interest at the Note Rate from the date of expenditure until paid.

4.06 Limited Recourse. In the event of a default by the Grantor under this City Deed of Trust, the Beneficiary's sole remedy shall be limited to exercising its rights under Article V of the City Loan Agreement and under this City Deed of Trust, including foreclosure and exercises of the power of sale or other rights granted thereunder, subject to the provisions of Paragraph 4.03 of this City Deed of Trust. Notwithstanding any other provision of the City Note or of the City Loan Agreement between Grantor and the Beneficiary, and in the absence of circumstances giving rise to director liability under RCW 23B.08.320, the City hereby fully acknowledges, covenants and agrees that its recourse for obtaining from Grantor satisfaction of the obligations of Grantor under this City Deed of Trust is absolutely and strictly limited to the Project. If actions are necessary to collect such obligations, no such action shall seek recovery from assets of the Grantor, other than the assets constituting the Project for which this City Deed of Trust was issued. If it is necessary to name Grantor in any proceeding in respect of such obligations, pleading shall expressly set forth the limited nature of the proceedings against Grantor and the Beneficiary agrees not to seek the imposition of any "personal" judgment or other claim against Grantor, except for purposes of realizing the benefits and value of the assets of the Project. Except for the limited extent necessary to enforce the interests of the Beneficiary in and to the assets of the Project, no recourse at law or in equity may be had under this Deed of Trust and the Beneficiary will not seek money damages. The limitations on the liability of the Grantor under this paragraph shall not limit the City's ability to seek recovery from Grantor for damages or expenses incurred by the City resulting from damages or deficiencies resulting from theft, waste, fraud, misuse of rents or any material misrepresentation by Grantor in connection with the City Loan Documents.

## ARTICLE V MISCELLANEOUS

5.01 Governing Law. This Deed of Trust shall be governed by the laws of the State of Washington. In the event that any provision or clause of any of the City Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such City Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the City Loan Documents are declared to be severable.

5.02 Modification. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.03 Inspections and Appraisals. Beneficiary or its agents may enter upon the Property at any reasonable times to inspect or appraise it, whether or not any default exists hereunder. If Grantor refuses to permit such inspection or appraisal, Beneficiary may specifically enforce performance of this provision. Grantor agrees to pay the cost of all appraisals and appraisal reviews required by Beneficiary in its sole discretion (a) to comply with (i) any applicable statute or regulation, or (ii) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Beneficiary, (b) to comply with Beneficiary's policies concerning appraisals, or (c) at any time after the occurrence of an event of default. All such appraisal and appraisal review costs shall become a part of the indebtedness secured hereby and shall be payable on demand, together with interest thereon at the Note Rate.

5.04 Notices. Whenever Beneficiary, Grantor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this City Deed of Trust. Any communication which is mailed as provided above shall be deemed delivered 72 hours after mailing. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.05 Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties and are not a part of this City Deed of Trust.

5.06 Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially unsecured portion of the debt shall be completely paid prior to the payment of the remaining and

secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this City Deed of Trust. Further, the invalidity or unenforceability of any portion or provision of this City Deed of Trust shall in no way affect the validity or enforceability of the remainder hereof.

5.07 Subrogation. To the extent that proceeds of the City Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Grantor's request and Beneficiary shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether such liens, charges or encumbrances are released.

5.08 No Merger. If both the Lessor and Lessee estates under any lease or portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this City Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this City Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Grantor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.09 Hazardous Substances.

(a) Grantor represents and warrants to Beneficiary that Grantor obtained a Phase I Environmental Assessment Report dated February 9, 2023 of the Property from EnviroScience. Except as may be disclosed therein, Grantor has no actual knowledge that hazardous or toxic waste or substances are being stored on, or have been stored or used on, the Property or any adjacent property in violation of any applicable statute, regulation or ordinance. Grantor agrees to provide written notice to Beneficiary if Grantor becomes aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property that directly or indirectly could result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances in violation of any applicable statute, regulation or ordinance.

For purposes of this City Deed of Trust, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic

wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect, including without limitation the statutes listed below:

Federal Resource Conservation and Recovery  
Act of 1979, 42 U.S.C. Section 6901 et seq.

Federal Comprehensive Environmental Response,  
Compensation, and Liability Act of 1980, 42  
U.S.C. Section 9601 et seq.

Federal Clean Air Act, 42 U.S.C. Sections 7401-7626.

Federal Water Pollution Control Act, Federal  
Clean Water Act of 1977, 33 U.S.C. Section  
1251 et seq.

Federal Insecticide, Fungicide, and  
Rodenticide Act, 7 U.S.C. Section 135 et seq.

Federal Toxic Substances Control Act, 15  
U.S.C. Section 2601 et seq.

Federal Safe Drinking Water Act, 42 U.S.A.  
Section 300(f) et seq.

Washington Water Pollution Control Act, RCW  
Chapter 90.48.

Washington Clear Air Act, RCW Chapter 70.94.

Washington Solid Waste Management Act, RCW  
Chapter 70.95.

Washington Hazardous Waste Disposal Act, RCW  
Chapter 70.105.

Washington Hazardous Waste Regulation Act,  
RCW Chapter 70.105A.

Washington Nuclear Energy and Radiation Act,  
RCW Chapter 98.

Washington Radioactive Waste Storage and

Transportation Act, RCW Chapter 70.99.

(b) Grantor will indemnify and hold Beneficiary harmless from and against any and all claims, demands, damages, costs, expenses, losses, liens, liabilities, penalties, fines and lawsuits and other proceedings, (including attorneys fees), arising directly or indirectly from or out of, or in any way connected with (i) the material inaccuracy of the certifications contained herein or in the City Loan Documents, (ii) any activities on the Property during Grantor's ownership, possession or control of the Property which directly or indirectly result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances, (iii) the discovery of hazardous or toxic waste or substances on the Property, or the discovery of hazardous or toxic waste or substances on any other property caused by activities on the Property, or (iv) the clean-up of hazardous or toxic waste or substances from the Property or the clean-up of hazardous or toxic waste or substances from any other property caused by activities on the Property.

(c) Beneficiary and its representatives may enter the Property at any time for the purpose of conducting an environmental audit, committing only such injury to the Property as may be necessary to conduct the environmental audit. Beneficiary shall not be required to remedy any such injury or compensate Grantor therefore. Grantor shall cooperate in all respects in the performance of the audit. Grantor shall pay the costs of any environmental audit if either a default exists under this Deed of Trust at the time Beneficiary arranges to have the audit performed or the audit reveals a default pertaining to hazardous or toxic wastes or substances. If Grantor refuses to permit Beneficiary or its representatives to conduct an environmental audit on the Property, Beneficiary may specifically enforce performance of this provision.

#### 5.10 Handicapped Access.

(a) Grantor agrees that Grantor and the Property shall comply with the applicable requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act of 1988, all federal, state and local laws and ordinances related to disabled access, and all statutes, rules, regulations, and orders of governmental bodies and regulatory agencies or orders or decrees of any court adopted or enacted with respect thereto including, without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, as now existing or hereafter amended or adopted (collectively "Access Laws"). As a condition precedent to the obligation of Beneficiary to disburse any funds with respect to the loan secured hereby, Beneficiary may require a certificate of Access Law compliance and indemnification in a form reasonably acceptable to Beneficiary. Beneficiary may also require a certificate of Access Law compliance from an architect, engineer, or other third party acceptable to Beneficiary.

(b) Notwithstanding any limits set forth herein or in any other document on Grantor's obligation to obtain Beneficiary's approval of alterations of the Property, Grantor shall not alter or permit any tenant or other person to alter the Property in any

manner which would increase Grantor's responsibilities for compliance with the Access Laws without the Prior written approval of Beneficiary. Beneficiary may require a certificate of compliance with the Access Laws from an architect, engineer, or other person acceptable to Beneficiary.

(c) Grantor agrees to give prompt notice to Beneficiary of any claims of violations of any Access Laws and of the commencement of any proceedings or investigations which relate to compliance with any of the Access Laws.

(d) Grantor shall indemnify, defend, and hold harmless Beneficiary from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines, and other proceedings, including without limitation reasonable attorneys fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with any of the Access Laws. The obligations and liabilities of Grantor under this section shall survive any termination, satisfaction, assignment, judicial or non-judicial foreclosure proceeding, or delivery of a deed in lieu of foreclosure.

5.11 Venue & Jurisdiction. In any action arising out of or in connection with this Deed of Trust or any other City Loan Documents, all parties hereto irrevocably consent to the personal jurisdiction of the Superior Court of Spokane County, Washington.

*[Remainder of page intentionally left blank]*

# Liberty Park Expansion Deed of Trust



Approved as to form:

By: \_\_\_\_\_  
James Richman  
City of Spokane, Office of the City Attorney

Liberty Park Expansion  
Deed of Trust

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**[To be Updated with Final legal description from title commitment once BLA is complete and easements are recorded/insured]**

File No.:        **NCS-1184314-OR1 (WW)**

**Property:**    1601 E. Hartson Avenue, Spokane, WA

99202 PARCEL A:

LOTS 1, 2 AND 3, BLOCK 3, LIBERTY PARK ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 28, RECORDS OF SPOKANE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED PERRY STREET WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE NO. C36166, A COPY OF WHICH WAS RECORDED JULY 24, 2023 UNDER AUDITOR'S FILE NO. 7297891 AND ALSO THAT PORTION OF VACATED PERRY STREET CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 25, 2023 UNDER AUDITOR'S FILE NO. 7315423.

PARCEL B:

LOTS 4, 5 AND 6, BLOCK 3, LIBERTY PARK ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 28, RECORDS OF SPOKANE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED PERRY STREET WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE NO. C36166, A COPY OF WHICH WAS RECORDED JULY 24, 2023 UNDER AUDITOR'S FILE NO. 7297891 AND ALSO THAT PORTION OF VACATED PERRY STREET CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 25, 2023 UNDER AUDITOR'S FILE NO. 7315423.

PARCEL C:

LOTS 8, 9, 10, 11, 12, 13 AND 14, BLOCK 7, CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 209, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED CELESTA AVENUE WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE

Liberty Park Expansion  
Deed of Trust

NO. C-27116, RECORDED UNDER AUDITOR'S NO. 8312220162;

EXCEPT THOSE PORTIONS OF LOTS 12, 13 AND 14 CONVEYED TO SPOKANE AND INLAND RAILWAY COMPANY BY INSTRUMENTS RECORDED MAY 19, 1905, IN VOLUME 164 OF DEEDS, PAGE 288 AND RECORDED OCTOBER 7, 1910 IN VOLUME 271 OF DEEDS, PAGE 098

AND RECORDED OCTOBER 7, 1910 IN VOLUME 261 OF DEEDS, PAGE 528 AND SUBSEQUENTLY CONVEYED TO THE CITY OF SPOKANE BY INSTRUMENT RECORDED UNDER RECORDING NO. 195099B;

EXCEPT THE SOUTH 3.50 FEET OF LOT 8;

EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8 OF SAID BLOCK 7;

THENCE SOUTH 130 FEET ALONG THE WEST LINE OF SAID LOT EXTENDED TO THE NORTHLINE OF HARTSON AVENUE;

THENCE EAST ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 9 IN SAID BLOCK 7;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 8;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 133.50 FEET OF LOTS 9, 10 AND 11, BLOCK 7, OF SAID CELESTA PARK.

EXCEPT THE SOUTH 133.50 FEET OF THE WEST 43.50 FEET OF LOT 12 OF BLOCK 7, OF SAID CELESTA PARK.

PARCEL D:

TOGETHER WITH AN EASEMENT AS SET FORTH IN UTILITY EASEMENT AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF PARCELS A AND B.

PARCEL E:

TOGETHER WITH AN EASEMENT AS SET FORTH IN STORM WATER RETENTION EASEMENT AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF

PARCELS A AND B. PARCEL F:

TOGETHER WITH AN EASEMENT AS SET FORTH IN UTILITY EASEMENT  
AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID  
EASEMENT IS FOR THE BENEFIT OF PARCEL C.

PARCEL G:

TOGETHER WITH AN EASEMENT AS SET FORTH IN ACCESS EASEMENT  
AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID  
EASEMENT IS FOR THE BENEFIT OF PARCEL C.

A.P.N. 35201.6301 and 35201.6309 and 35201.6310 and 35212.2918

**EXHIBIT B**

**PERMITTED ENCUMBRANCES/LIENS**

[INSERT PERMITTED REGULATORY AGREEMENTS AND DEEDS OF TRUST]

Promissory Note and Loan Agreement

By and Between

CITY OF SPOKANE, WASHINGTON

and

PROCLAIM LIBERTY WEST, LLC,  
a Washington limited liability company

## PROMISSORY NOTE AND LOAN AGREEMENT

THIS PROMISSORY NOTE AND LOAN AGREEMENT (the “City Loan Agreement”) is entered into effective as of March \_\_\_\_, 2024 by and between the City of Spokane, Washington, a political subdivision of the State of Washington (the “City”) and Proclaim Liberty West, LLC, a Washington limited liability company (the “Borrower”) (together, the “Parties”).

### WITNESSETH:

**WHEREAS**, the City is authorized by the Constitution and the laws of the State of Washington to make loans to the owners and developers of low income rental housing, and desires to increase the supply of affordable housing within the City of Spokane; and

**WHEREAS**, the Borrower owns the real property described in the attached Exhibit “A” and the improvements located thereon located at 1601 East Hartson Avenue, Spokane, Washington 99202 (the “Land and Improvements”). The project shall consist of new construction of 54 units of affordable rental housing known as Liberty Park Expansion (the “Project”). There will be 9 one-bedroom, 35 two-bedroom and 10 three- bedroom units. The Project provides: eight (8) units serving households of up to 30% AMI; thirty-three (33) units serving households at 60% of AMI; and thirteen (13) units serving households at 80% of AMI. The Borrower also owns all personal property (the "Personal Property") now or at any time hereafter located on or at the Property (defined below) or used in connection therewith, including, all facilities, fixtures, machinery, apparatus, installations, goods, furniture, equipment, inventory, and other properties (including without limitation all heating, ventilating, air conditioning, plumbing and electrical equipment, all elevators and escalators, all sprinkler systems, all engines and motors, all lighting, laundry, cleaning, fire prevention and fire extinguishing equipment, all ducts and compressors, all refrigerators, stoves, and other appliances, attached cabinets, partitions, rugs, carpets and draperies, all building materials and supplies, and all construction forms, tools, and equipment) now or hereafter located in or used or procured for use in connection with the Property, together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports, and other work products relating to the construction of the existing or any future improvements on the Property, and any and all in, to, or under any architects’ contracts or construction contracts relating to the construction of the existing or any future improvements on the Property, and any performance and/or payment bonds issued in connection therewith, together with all trademarks, trade names, copyrights, computer software, and other intellectual property used by Debtor in connection with the Property, together with any and all rights of Debtor without limitation to make claim for, collect, receive, and receipt for any and all rents, income, revenues, issues, royalties, and profits, including mineral, oil, and gas rights and profits, insurance proceeds, condemnation awards, and other moneys payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any agreement (including those referred to above) affecting or relating to any of the Property, together with any and all rights of Debtor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements, and general intangibles relating to any of the Property, including, without limitation, income and profits derived from the operation of any business on the

Property or attributable to services that occur or are provided on the Property or generated from the use and operation of the Property, and together with all books and records of Borrower relating to the foregoing in any form and all computer software necessary or useful to reading such books and records, and together with proceeds of any of the foregoing. The Land and Improvements and Personal Property are collectively referred to as "Property"; and

**WHEREAS**, the City proposes to make a loan to the Borrower in the principal amount of One Million One Hundred Thousand Dollars (\$1,100,000.00), (the "City Loan"), to provide permanent financing for the rehabilitation of the Project, which loan from the City will be evidenced by this City Promissory Note and Loan Agreement (the "City Loan Agreement") and secured by that certain City Deed of Trust, Security Agreement, and Assignment of Leases and Rents (the "City Deed of Trust") from the Borrower to a trustee in trust for the benefit of the City; and

**WHEREAS**, five (5) units of the Project are supported by the City Loan and the rents charged in those five (5) HOME-assisted "floating" units shall not exceed the HOME Program Rent Limits established by the HOME Program Agreement; and

**WHEREAS**, the Borrower is not relying on the City for any financial support of the Project in excess of the City Loan, the total amount of which will not exceed the sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00); and

**WHEREAS**, the Parties are induced to enter into this City Loan Agreement solely by the terms and the conditions below and the City has made no representations to any other parties concerning the Borrower's capacity or ability to consummate the transactions described herein; and

**WHEREAS**, the City and the Borrower have executed and delivered a HOME Program Agreement of even date herewith, (the "HOME Program Agreement" which collectively with this City Loan Agreement and the City Deed of Trust are referred to as the "City Loan Documents"), pursuant to which the Borrower agrees to renovate and operate the Project in accordance with certain requirements of the City for a period of thirty (30) years from the date of the completion of the Project.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and undertakings set forth herein, the Parties hereto agree as follows:

## **ARTICLE I**

### **PROMISSORY NOTE**

1.1 Preamble. The Borrower promises to pay to the order of the City at its office in Spokane, Washington or as such other place or places to such other party as the City may designate, the principal sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) or so much thereof as may be advanced, in lawful money of the United States of America, all as provided for in this City Loan Agreement.



The City Loan shall be advanced by the City in accordance with the terms of this City Loan Agreement to pay those expenses related to the City Loan and the Project that are described in the Sources and Uses, attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2 Repayment Terms. The City Loan of \$1,100,000.00 shall be subject to the following repayment terms:

The City Loan shall have a term of 240 months (the "Maturity Date") beginning on the date of initial disbursement. Interest shall accrue at 3% per annum simple, non-compounding interest during the deferral period. The City Loan will be deferred for 20-years beginning from Project Completion, as described in 24 CFR 92.2. After the initial deferral and if the project remains in compliance with all requirements, the principal and accrued interest will be forgiven over the next 10 years. The amount of the City Loan forgiveness will be based upon the monthly payment required to amortize the principal and accrued interest over the remaining 10 years of the loan. The 30-year term relates to the City's 30-year affordability period.

Payments shall be made in lawful money of the United States of America to the City of Spokane, c/o Community Housing and Human Services Department, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

1.3 Events of Default. Subject to any notice provisions under Section 6.1(a), if the Borrower fails to pay when due, the principal and accrued interest on the City Loan or there occurs an "Event of Default" under and as such term is defined in this City Loan Agreement or the HOME Program Agreement, the principal balance and all accrued interest on this City Loan, shall at the option of the City be immediately due and payable. If this City Loan is placed in the hands of an attorney or attorneys for collection, or if suit is filed hereon, if proceedings are had in bankruptcy, probate, receivership, reorganization, arrangement or other judicial proceedings for the establishment or collection of any amount called for hereunder, or if proceedings are had for the foreclosure of the City Deed of Trust or for protecting or sustaining the lien or priority of the City Deed of Trust, the Borrower shall pay to the holder hereof all reasonable costs of collection, including reasonable attorneys' fees.

All past due or delinquent installments of principal or of interest on this City Loan shall bear interest commencing on the date any such delinquent payment was due and continuing for so long as the default continues, regardless of whether or not there has been an acceleration of the City Loan, equal to 12% per annum or the maximum provided for by law (the "Default Rate").

1.4 Waivers. The Borrower and all endorsers, guarantors and all persons or entities who may become liable for all or any part of the obligations evidenced by this City Loan, jointly and severally waive diligence, presentment, protest and demand, and also notice of protest, demand, non-payment, dishonor or maturity and also recourse to suretyship defenses generally; and consent to any and all renewals, extensions and modifications of the terms of this City Loan or any other City Loan Document, including the time for payment, and agree any such renewal, extension or modification or the release or substitution of any security for the indebtedness

evidence by this City Loan or any other indulgences, shall not affect the liability of said parties for the indebtedness evidenced by this City Loan. Any such renewal or extensions, renewals, modifications, releases or indulgences may be made without notice to such parties

1.5 Reserved.

1.6 Security. The City Loan is secured by the City Deed of Trust of even date herewith encumbering the Property, the Project and present and subsequent improvements thereon located in City of Spokane, Washington. Unless otherwise specified in this City Loan Agreement, all notices given pursuant to this City Loan Agreement must be in writing and will be effectively given if given in accordance with the terms of this City Loan Agreement.

1.7 Commercial Purpose. The Borrower hereby represent that this City Loan is for commercial use and not for personal, family or household purposes.

1.8 General. This City Loan shall be binding upon the Borrower and its beneficiaries, heirs, assigns and successors in interest. If Borrower consists of more than one person or entity, all such persons and entities shall be jointly and severally liable for Borrower's obligations hereunder. This City Loan Agreement is governed by and shall be construed in accordance with the laws of the State of Washington. Each person or entity executing this City Loan Agreement consents to the non-exclusive personal jurisdiction and venue of the courts of the State of Washington and the United States federal courts located therein, in any action relating to or arising out of the enforcement or interpretation of this City Loan or any other City Loan Document. Each such person or entity further agrees not to assert in any such action that the proceeding has been brought in an inconvenient forum.

1.9 Dispute Resolution. Any dispute relating to this City Loan Agreement, whether in contract or in tort, shall be settled by a court of competent jurisdiction. The venue for any such proceeding shall be in Spokane, Washington. Nothing in this paragraph shall limit in any way any right the City or other holder from exercising any of the following remedies, in order or concurrently (a) self-help remedies such as set off; (b) judicial or non-judicial foreclosure against the assets of the Project; and (c) provisional remedies including injunction, appointment of receiver, attachment, claim and delivery of replevin.

1.10 Survival of HOME Program Agreement. When the City Loan has been paid in full, this City Loan Agreement shall be cancelled and have no further force or effect. Such cancellation shall not, however, affect Borrower's liability or obligations under the HOME Program Agreement.

1.11 Reserved.

1.12 HUD Approval. Any and all terms of the City Loan Documents shall be subject to the approval of the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD") and the City agrees to abide by HUD's determination related to the City Loan Documents.

## **ARTICLE II**

### **DEFINITIONS AND INTERPRETATION**

#### **2.1 Definitions.**

This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof. Capitalized terms not defined herein shall bear the meaning given them in the HOME Program Agreement.

Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given effect in construing this Agreement or any provision hereof or in ascertaining intent if any question of intent should arise.

## **ARTICLE III**

### **OBLIGATIONS OF THE BORROWER**

3.1 City Loan; Priority. The Borrower hereby (i) accepts the City Loan from the City upon the terms and conditions set forth herein, and (ii) agrees to have the proceeds of the City Loan applied in accordance with the provisions of this City Loan Agreement. The City Loan and the lien of the City Deed of Trust will be in a subordinate priority monetary lien position as provided for in the City Deed of Trust. If applicable, refinancing of all or any part of any loan secured by a mortgage which is senior to the City's Deed of Trust, including reasonable and necessary costs associated with said refinancing shall not be considered a sale, transfer or conveyance as described in Section 3.3 herein or an Event of Default as described in Section 6.1 herein and shall not accelerate the full repayment of the City Loan, as long as such refinancing of all or any part of such senior loan does not require the City to modify the terms of its City Loan Documents or otherwise extend the term of the City Loan.

3.2 City Loan Repayment. The City Loan shall be evidenced by this City Loan Agreement, which shall be executed and delivered by the Borrower to the City. To secure Borrower's obligation to repay the City Loan, the Borrower has granted to the City security interests in the Project pursuant to the terms of the City Deed of Trust, and the Borrower hereby consents to and grants the City all of its rights and remedies under the City Deed of Trust and the HOME Program Agreement upon the occurrence of an Event of Default hereunder or thereunder in accordance with its terms, subject to the terms of the Subordination Agreement(s), if any.

The Borrower shall make payment to the City, as repayment of the City Loan or costs and expenses reasonably incurred by the City in connection with the enforcement of this City Loan Agreement, in accordance with Sections 1.2 and Section 6.5 of this Loan Agreement.

3.3 Sale of Project. If the Borrower sells, conveys or otherwise transfers the Project other than by a Permitted Sale (defined below), during the term of the HOME Program Agreement, the Net Sales Proceeds of any such transfer shall be calculated. Net Sales Proceeds shall be the purchase price paid to Borrower for such transfer or sale less:

- (a) Any indebtedness, other than the indebtedness on the City Loan, secured by a lien on the Project;
- (b) The reasonable costs expended in the transfer of the Project, including legal fees; and
- (c) Any amount of principal, interest or other obligation that is outstanding on the City Loan.

The purchase price paid upon any sale shall be applied to pay the above costs and indebtedness in the order listed.

Upon sale of the Project, the Borrower shall pay to the City from the Net Sales Proceeds an amount to be determined by multiplying the Net Sales Proceeds by the "Return Fraction." The numerator of the Return Fraction shall be the sum of the outstanding principal and interest remaining on the City Loan, including reasonable costs incurred by the City in making or servicing its City Loan. The denominator of the Return Fraction shall be the total acquisition, development and rehabilitation costs of the Project in accordance with any redevelopment plan for the Project approved by the City and any capital improvements made to the Project by the Borrower. The City hereby fully acknowledges that in no event shall the Return Fraction exceed a value of one (1).

"Permitted Sale" as used in this Section 3.3 shall be defined as those sales or transfers of the real property interest (or portion thereof) in the Project as provided for in Section 18 of the HOME Program Agreement. The term "Permitted Sale" shall not include those "Permitted Transfers" which are described and governed by Section 6.9 herein.

3.4 Prepayment. Prepayment of the City Loan shall be permitted at any time but shall not affect, discharge, or otherwise negate Borrower's obligation under the terms of the HOME Program Agreement.

3.5 Insurance; Maintenance and Repair; Condemnation Proceeds. The Borrower agrees to insure the Project or cause the Project to be insured during the term of this City Loan Agreement for such amounts and for such occurrences as are required under the City Deed of Trust, as such requirements may be amended from time to time. The City shall have no responsibility for monitoring, reviewing or receiving insurance policies related to the Project.

The Borrower further agrees to maintain the Project, or cause the Project to be maintained, during the term of this City Loan Agreement (i) in a reasonably safe condition; (ii) in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereto; (iii) in compliance with HUD Section 8 Housing Quality Standards, if applicable, and (iv) in compliance with all applicable local and state building and energy codes.

So long as the Borrower is not in default on the City Loan the City shall hold all proceeds of insurance or condemnation awards and shall, as directed by the City Deed of Trust, within 180 days of the loss, use such proceeds to repair or replace the Project or reimburse the Borrower therefore; provided, that the City may retain from such proceeds the amount of its fees and costs incurred in the collection thereof. Any insurance or condemnation proceeds that the City does not use to repair or replace the Project or reimburse the Borrower therefore shall be allocated via the method described for a transfer of the Project in Section 3.3 of this City Loan Agreement.

3.6 Borrower to Maintain its Existence. The Borrower agrees that during the term of this City Loan Agreement it will continue to be duly qualified to do business in the State, and will neither dispose of all or substantially all of its assets nor consolidate with nor merge into another entity, unless (i) the acquirer of its assets or the entity with which it shall consolidate or into which it shall merge shall be an entity organized and existing under the laws of the United States of America or one of the States of the United States of America and shall be qualified and admitted to do business in this State; (ii) such acquiring or remaining entity shall satisfy any additional requirements set forth in the HOME Program Agreement; (iii) such acquiring or remaining entity shall assume in writing all of the obligations of the Borrower under the City Loan Documents, subject to all of the limitations of liability applicable to the Borrower; and (iv) the City shall have provided prior written consent to such disposition, consolidation or merger and the Borrower shall have furnished within 10 days after any such action notice thereof to the City.

3.7 Cooperation in Enforcement of HOME Program Agreement. The Borrower hereby covenants and agrees as follows:

- (a) to comply with all provisions of the HOME Program Agreement;
- (b) to advise the City in writing promptly upon learning of any default with respect to the covenants, obligations and agreements of the Borrower set forth in the HOME Program Agreement;
- (c) upon written direction by the City to cooperate fully and promptly with the City in enforcing the terms and provisions of the HOME Program Agreement; and
- (d) to file in accordance with the time limits established by the HOME Program Agreement all reports and certificates required thereunder.

3.8 Third Party Rights. The obligations of each party to this City Loan Agreement shall inure solely to the benefit of the other parties. No persons shall be a third-party beneficiary of this Agreement.

3.9 Approval of Management Plan. By execution of this City Loan Agreement, the City hereby approves the management plan for operation of the Project previously submitted by Borrower to the City (the "Management Plan"). Such Management Plan describes: Borrower's management philosophy; Borrower's previous experience in managing client populations similar to those expected for the Project; key staff positions involved in managing the Project, including job descriptions and a program for staff training; an affirmative marketing strategy; procedures for collecting late payment of rent and preventing and repairing damage to units; a long-term maintenance plan and a schedule of regular maintenance tasks; a strategy for filling vacancies; and procedures for responding to suggestions and complaints from neighbors and Tenants regarding the Project.

3.10 Books and Records. Upon at least 48 hours written notice to Borrower, Borrower hereby covenants to permit the City or its duly authorized representatives access (wherever located) during normal business hours to the books and records of the Borrower pertaining to the City Loan and the Project, and to make such books and records available for audit and inspection, at reasonable times and under reasonable conditions to the City of Spokane and their duly authorized representatives. Upon request, Borrower covenant to provide any and all financial information regarding the Borrower and the Project, including but not limited to Project information and income tax returns.

3.11 Evidence of Construction and Development Costs. Borrower shall maintain clear and legible copies of all contracts, invoices, statements, receipts, cancelled cheques, and such other documents and records as may be necessary to support and prove the costs of acquisition, rehabilitation, refinancing and/or development of the Project for which payment was made from the funds provided to Borrower pursuant to the City Loan. Said documentation shall be available to the City upon routine monitoring or upon request for review and or copying by the City.

3.12 Application of OMB Circulars. OMB (Office of Management and Budget) Circular A-122 *Cost Principles* regarding allowable costs, and Circular A-133 *Audit Requirements* regarding the independent audit, shall apply to the City Loan and to all funds disbursed hereunder.

3.13 Independent Audit. For each fiscal year of the Borrower, Borrower shall have an independent fiscal audit conducted of its financial statement and condition, regarding the performance of the City Loan Agreement and delineating HOME program funds disbursed to Borrower pursuant to the City Loan. Borrower's audit shall be in compliance with OMB Circular A-133.

Borrower shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with Borrower's response to the audit and corrective action plan, if any, no later than 150 days after the end of Borrower's fiscal year. The independent auditor's working papers shall be made available for City review, upon request

by City.

Failure to engage auditors and provide proof of such engagement within six (6) months of the receipt of the Certificate of Occupancy of the Project shall be considered an Event of Default.

3.14 Notice of Certain Events. Borrower hereby covenants to advise the City of any occurrence of an Event of Default and the actions being taken or proposed to be taken to cure such Event of Default. In addition, the Borrower hereby covenants to advise the City promptly in writing of the occurrence of any non-compliance to the terms of the City Loan Documents or of the occurrence of an Act of Bankruptcy of the Borrower.

3.15 Indemnification of the City. Borrower shall indemnify, hold harmless and defend the City, and its respective commissioners, officers, members, directors, officials, agents and employees and each of them from and against: (i) any and all claims by or on behalf of any person arising from any cause whatsoever in connection with the acceptance and administration of this City Loan Agreement, the HOME Program Agreement, the City Deed of Trust, the financing of the Project or the making of the City Loan, other than claims established to be occasioned by the gross negligence or willful misconduct of the City or its respective officers or employees; (ii) any and all claims arising from any act or omission of the Borrower or any of its agents, servants, employees or licensees, in connection with the City Loan or the Project except in connection with the Borrower's failure to satisfy monetary obligations under the City Loan Documents; and (iii) all reasonable costs, counsel fees, or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that any action or proceeding is brought against the City, or any of its commissioners, officers, members, directors, officials or employees, with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel selected by the indemnified party and the payment of all expenses related thereto; provided, if the City is adjudicated negligent by a court of competent jurisdiction in a final non reversible judgment, the City shall then reimburse Borrower for such costs of defense, and, provided further, that no settlement of a claim or proceeding against an indemnified party shall occur without the consent of such party; provided, that such selection of counsel shall not become effective without the consent of the Borrower, which consent shall not be unreasonably withheld. The rights of the City under this Section 3.15 and under Section 3.2 hereof shall survive final payment of the City Loan. For indemnification purposes, the City shall have the right to proceed directly against any and all assets of the Borrower, or any of its respective successors or assigns, or any general partner of the Borrower or any of the general partner's respective successors or assigns.

3.16 Design of Project. To the best of the Borrower's knowledge, the design, construction and operation of the Project as described herein do not and will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto; the Borrower has caused the Project to be designed in accordance with all the applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality; and the Borrower has not failed to obtain (or will obtain when required) and maintain in effect any licenses, permits, franchises or other governmental authorizations necessary for the operation and conduct of the Project.

3.17 Hazardous Materials. Of even date herewith, Borrower has executed that certain Certificate and Indemnity Regarding Hazardous Substances (the “HazMat Certificate”) setting forth certain representations, warranties, and covenants by Borrower to the City. The City is hereby authorized but not required to enter the Project, including the interior of any structures, at reasonable times, for the purpose of inspecting the Project to ascertain the accuracy of all such representations, warranties and covenants in the HazMat Certificate.

3.18 Payment of Taxes. Borrower shall file or cause to be filed all federal, state and local tax returns or information returns which are required to be filed with respect to the Project and of which Borrower has knowledge. The Borrower shall pay all taxes and assessments, general or special, including, without limitation, all ad valorem taxes, concerning or in any way related to the Project, or any part thereof, and any other governmental charges and impositions whatsoever, foreseen or unforeseen, and all utility and other charges and assessments; provided, however, that the Borrower reserves the right to contest in good faith the legality of any tax or governmental charge concerning or in any way related to the Project.

3.19 No Untrue Statement. Neither this City Loan Agreement or other City Loan Documents nor any other document, certificate or statement furnished to the City by or on behalf of the Borrower, contains to the best of its knowledge any untrue statement of a material fact or omits a material fact necessary in order to make the statement contained herein and therein, in light of the circumstance under which made, not misleading or incomplete as of the date hereof and as of closing. It is specifically understood by Borrower that all such statements, representations and warranties shall be deemed to have been relied upon by the City as an inducement to make the City Loan, and that if any such statements, representations and warranties were materially incorrect at the time they were made or as of the date of closing, the City may consider any such misrepresentation an Event of Default.

3.20 Borrower’s Compliance with Covenants. If applicable, the Borrower agrees to deliver to the City, a Borrower’s Annual Certification, on or before 30 days after the date of this City Loan Agreement and in each succeeding year on or before the anniversary date of this City Loan Agreement during the entire City imposed 30-year affordability period as required by the HOME Program Agreement. Borrower further agrees to deliver to the City all documents required under the HOME Program Agreement.

#### **ARTICLE IV**

#### **OBLIGATIONS OF THE CITY**

4.1 Amount and Source of City Loan. The City Loan of \$1,100,000.00 shall be from HOME Investment Partnership Program (Catalog of Federal Domestic Assistance Number 14.239) funds.

4.2 Funding Process For Loan Proceeds. Funding of the City Loan shall be made by the City pursuant to the Sources and Uses attached hereto as Exhibit B and incorporated herein by reference as though fully set forth.



If some or all of the City Loan funds are disbursed for acquisition or refinancing of the Property, the City may deliver such funds to an escrow agent acceptable to the City for disbursement when all conditions of the City's escrow instructions are satisfied.

If some or all of the City Loan funds are disbursed for rehabilitation or development, such disbursement shall be initiated by Borrower submitting to City (i) a Funding Requisition in the amount indicated by the Sources and Uses, Exhibit B, and (ii) documentation supporting the expenditure of the funds being requested, including but not limited to a budget summary, cash outlay report (identifying all rehabilitation/development budget items), and the identity of the specific source of the funds identified for payment, as required by the City.

Upon receipt of the Funding Requisition, the City shall review said Funding Requisition and accompanying supporting documents. The City in its sole discretion may inspect the progress at the Project site prior to approval of disbursement. Upon verification of the expenditures of requested funds and of progress of project rehabilitation/development, the City shall disburse to the Borrower funds in the amount of the Funding Requisition or such portion thereof that the City deems appropriate based upon the progress of rehabilitation or construction. In no event shall the total disbursements of the City Loan proceeds exceed the City Loan amount allocable to such rehabilitation/construction as provided for in Exhibit B. Unless good cause exists, as stated in writing by City and delivered to the Borrower pursuant to the terms hereof, disbursement of funds by City shall be made no later than 14 business days following receipt of the request for disbursement by the City.

- 4.3 Compliance with Usury Laws. Notwithstanding any other provision of this City Loan Agreement, it is agreed and understood that in no event shall this City Loan Agreement, with respect to other instruments of indebtedness, be construed as requiring the Borrower or any other Person to pay interest and other costs or considerations in an amount in excess of the maximum amount of interest allowed under any applicable law.

If the payment of the principal amount of the City Loan or other evidence of indebtedness, is accelerated, that portion of any interest payment in excess of the maximum legal rate of interest, if any, provided for in this City Loan Agreement or related documents shall be canceled automatically as of the date of such acceleration.

The provisions of this Section 4.3 shall prevail over any other provision of this Agreement.

## **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES**

- 5.1 Representations, Warranties and Covenants of the Borrower. The Borrower represents, as of the date hereof, and warrants and covenants that:

- (a) The Borrower has full legal right, power and authority under its Articles of Incorporation, Bylaws, Limited Partnership Agreement and/or Operating Agreement and the laws of the State of Washington (i) to enter into the City Loan Documents, (ii) to perform its obligations under City Loan Documents, and (iii) to consummate the transactions contemplated by the City Loan Documents.
- (b) The Borrower has duly authorized (i) the execution and delivery of the City Loan Documents, (ii) the performance by the Borrower of their obligations under the City Loan Documents, and (iii) the consummation of the transactions contemplated by the City Loan Documents.
- (c) This City Loan Agreement has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or judicial decisions affecting the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon the execution and delivery thereof, each of the City Loan Documents will constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or judicial decision affecting creditors' rights generally and by general principles of equity.
- (d) To the best knowledge of Borrower, the execution and delivery of the City Loan Documents, the performance by the Borrower of their obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby do not and will not violate any law, regulation, rule or ordinance or any order, judgment or decree of any federal, state or local court, and do not and will not conflict with or constitute a material breach of, or a material default under, the Borrower's Articles of Incorporation, Bylaws, Limited Partnership and/or Operating Agreement or any document, instrument or commitment to which the Borrower is a party or by which the Borrower or any of the Project are bound.
- (e) To the best knowledge of the Borrower, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending against the Borrower or threatened against the Borrower which (i) affects or questions the validity or enforceability of the City Loan Documents, or (ii) questions the power or authority of the Borrower to carry out the transactions contemplated by, or to perform its obligations contemplated by, or the perform its obligations under the City Loan Documents, or the powers of the Borrower to own, acquire, construct, equip, own, operate or lease the Project.
- (f) To the best knowledge of the Borrower, the Borrower is not in material default under any document, instrument or commitment to which the Borrower is a party or to which

it or any of the Project is subject which default would or could materially affect the ability of the Borrower to carry out its obligations under the City Loan Documents.

- (g) Any certificate signed by a Borrower Representative and delivered pursuant to the City Loan Documents shall be deemed a representation and warranty by the Borrower as to the statements made therein.
- (h) In the event the allocable portion of the City Loan proceeds is not sufficient to complete the construction of the Project, the Borrower will furnish any additional moneys necessary to complete the construction of the Project.
- (i) Neither the City Loan documents, nor any document, certificate or statement (including but not limited to information and estimates with respect to the Project or the refinancing thereof) furnished to the City or on behalf of the Borrower, contains to the best knowledge of the Borrower any untrue statement of a material fact or omits to state a material fact necessary in order to make the statement contained herein and therein not misleading or incomplete as of the date hereof. It is specifically understood by the Borrower that all such statements, representations and warranties shall be deemed to have been relied upon by the City as an inducement to acquire the City Loan, and that if any such statements, representations and warranties were materially incorrect and the time they were made or as of the date of closing, the City may consider any such misrepresentation or breach an Event of Default hereunder.

5.2 Representation and Warranties of the City. The City represents and warrants as follows:

- (a) The City is a political subdivision organized and existing under its and under the laws of the State of Washington, duly authorized to perform its obligations under this City Loan Agreement.
- (b) To the knowledge of the City of Spokane, no litigation, action, proceedings, inquiry or investigation before any court or governmental body is pending or, to the best knowledge of the City of Spokane, threatened against the City of Spokane, which would affect adversely the City's ability to enter into or perform its duties under this Agreement.

## **ARTICLE VI**

### **EVENTS OF DEFAULT AND REMEDIES**

6.1 Events of Default. Each of the following shall be an "Event of Default":

- (a) the Borrower shall fail to pay or cause to be paid on the required dates any principal or interest due under this City Loan Agreement and ten (10) Business Days have elapsed after notice of such event has been given; or

- (b) the Borrower shall fail to pay or cause to be paid amounts required to be paid to the City under Section 3.2 of this City Loan Agreement, and ten (10) Business Days have elapsed after notice of such event has been given: or
- (c) the Borrower hereto shall fail to perform or observe any of its other obligations, covenants or agreements contained in this Agreement, including a failure to repay any amounts which have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings; or
- (d) the Borrower shall fail to perform required maintenance or the Borrower take other action which, in the reasonable judgment of the City, would imperil the value of the Project; or
- (e) an Event of Default shall occur under any other City Loan Document other than this City Loan Agreement, including the City Deed of Trust or HOME Program Agreement; or
- (f) any representation or warranty of the Borrower to this City Loan Agreement shall be determined by City to have been materially false when made.

6.2 Notice of Default and Opportunity to Cure. No default under Section 6.1 (c), (d), (e), or (f), hereof shall constitute an Event of Default until (a) the City shall give notice to the Borrower of such default specifying the same and stating that such notice is a "Notice of Default"; and (b) the Borrower shall have had 60 days after receipt of such notice to correct the default arising under Section 6.1 (c), (d), (e), or (f); provided, however, that if the default stated in the notice is of such a nature that it can not be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as (i) the applicable party institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) the City consents to such extension beyond the aforesaid 60 day-period, pursuant to the HOME Program Agreement at Section 10.

6.3 Reserved.

6.4 Remedies. Whenever an Event of Default hereof shall have happened and be continuing, the following remedial steps may be taken:

- (a) Subject to provisions of Section 6.2 above, immediately upon the occurrence of any Event of Default, the City may declare all amounts due under this City Loan Agreement to be immediately due and payable.
- (b) Subject to the provisions of Section 6.2, the City may take whatever action at law or in equity may appear necessary or desirable to collect the payments required to be made by the Borrower under this City Loan Agreement, or to enforce performance and observance of any obligation or agreement of the Borrower under the City Loan Documents. It is recognized by all Parties that the beneficiaries of the Borrower's

obligations under the City Loan Documents cannot be adequately compensated by monetary damages in the event of the Borrower's default. It is therefore recognized by all Parties that the City is entitled to equitable remedies, including specific performance, in addition to remedies at law. In no event, however, shall the City be obligated to take any such action which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until indemnity satisfactory to it has been furnished.

Any amounts collected as payments made on the City Loan, or applicable to such payments, and any other amounts which would be applicable to payment of principal of, premium, if any, and interest on the City Loan collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the City Loan Documents.

6.5 Attorney's Fees and Costs. If an Event of Default occurs and if the City should employ attorneys or incur expenses for the enforcement of any obligation or agreement of the Borrower contained herein, the Borrower on demand will pay to the City the reasonable fees of such attorneys; and the reasonable costs so incurred, including, without limitation, reasonable fees and costs of court appeals.

6.6 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this City Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

6.7 No Additional Waiver Implied by One Waiver. In the event any agreement or covenant contained in this City Loan Agreement should be breached by the Borrower and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

6.8 Limited Recourse. In the event of a default by the Borrower under this City Loan Agreement, the City's sole remedy shall be limited to exercising its rights under Article VI of this City Loan Agreement and under the City Deed of Trust, including foreclosure and exercises of the power of sale or other rights granted thereunder, subject to the provisions of the Subordination Agreement or Intercreditor Agreement, if any, to be executed by the City and Borrower, except as stated in the HOME Program Agreement, Section 15. Notwithstanding any other provision of this City Loan Agreement between Borrower and the City, and in the absence of circumstances giving rise to director liability under RCW 23B.08.320, the City hereby fully acknowledges, covenants and agrees that its recourse for obtaining from Borrower satisfaction of the obligations of Borrower under this City Loan Agreement is absolutely and strictly limited to the Project. If actions are necessary to collect such obligations, no such action shall seek

recovery from assets of the Borrower, other than the assets constituting the Project for which this City Loan Agreement was issued. If it is necessary to name Borrower in any proceeding in respect of such obligations, the pleadings shall expressly set forth the limited nature of the proceedings against Borrower and the City will not seek the imposition of any "personal" judgment or other claim against Borrower, except for purposes of realizing the benefits and value of the assets of the Project. Except for the limited extent necessary to enforce the interests of the City in and to the assets of the Project, no recourse at law or in equity may be had under this City Loan Agreement and the City will not seek money damages. The limitations on the liability of the Borrower under this paragraph shall not limit the City's ability to seek recovery from Borrower for damages or expenses incurred by the City resulting from damages or deficiencies resulting from theft, waste, fraud, misuse of rents or any material misrepresentation by Borrower in connection with the City Loan Documents.

6.9 Permitted Transfers. Notwithstanding any other provision of this City Loan Agreement, the City Deed of Trust or the HOME Program Agreement, the City's consent will not be required for any of the following transactions ("Permitted Transfers"):

- (a) Normal leasing of portions of the Property to residential tenants in the ordinary course of business under leases having terms not exceeding one year.
- (b) Reserved

## **ARTICLE VII** **MISCELLANEOUS**

7.1 Entire Agreement. This City Loan Agreement constitutes the entire and final agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Borrower with respect to the subject matter hereof.

7.2 Notices. All notices, certificates or other communications shall be in writing and shall be sufficiently given and shall be deemed given on the business day on which the same have been personally delivered (either by messenger or courier service which guarantees next day delivery) or (if not by such messenger or by courier service), on the third business day following the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City of Spokane:	City of Spokane, Washington Community Housing and Human Services Department Attn: Richard Culton 808 W. Spokane Falls Blvd. Spokane, WA 99201
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If to the Borrower: Proclaim Liberty West, LLC  
C/o Kiemle & Hagood Company  
601 W Main Ave., Suite 400  
Spokane, WA 99201

The parties may designate any different addresses to which subsequent notices, certificates, documents or other communications shall be sent.

7.3 Assignments. This City Loan Agreement may not be assigned by any party without the prior written consent of all parties hereto, which consent shall not be unreasonably withheld; provided that the Borrower may assign to any transferee or any surviving or resulting corporation its rights under this City Loan Agreement as provided by Section 3.6 hereof.

7.4 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

7.5 Amendments, Changes and Modifications. Except as otherwise provided in this City Loan Agreement, this City Loan Agreement may not be amended, changed, modified, altered or terminated without the written consent of all the parties hereto.

7.6 Governing Law. This City Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Washington.

7.7 Term of Agreement. This City Loan Agreement shall be in full force and effect from the date hereof until such time as the City Loan shall have been fully paid, unless this City Loan Agreement expressly provides otherwise. Time is of the essence in this City Loan Agreement.

7.8 Survival of Agreement. All agreements, representations and warranties made herein shall survive the making of the City Loan.

7.9 Non-Business Days. Any payment or act required to be done or made on a day that is not a business day shall be done or made on the next succeeding day that is a business day with the same force and effect as if it had been done on the date originally scheduled for such payment or act.

7.10 Further Instruments; Authority. Borrower agrees to execute such further instruments, not specifically referred to herein, as may be necessary, in the reasonable opinion of the City to consummate the transaction contemplated or to further evidence or perfect any security for the City Loan provided for herein. Borrower shall provide to the City, at its request, upon execution or delivery of any documents or instruments required hereunder, evidence of the authority of the person executing or delivering such instrument to do so, which evidence of authority shall be in the form of board resolutions, partnership agreements or other evidence acceptable to the City of Spokane, as appropriate.

7.11 Parties to Act Reasonably. When the consent, approval, determination or authorization of any party to this City Loan Agreement is required, such party will act reasonably in deciding whether to provide such consent, approval, determination or authorization and will not unreasonably withhold or delay such decision or such consent, approval, determination or authorization.

7.12 Conflict of Documents. In the event the provisions of this City Loan Agreement conflict with any other City Loan Document, the provisions of this City Loan Agreement will control.

7.13 Venue & Jurisdiction. In any action arising out of or in connection with this City Loan Agreement or any other City Loan Documents, all parties hereto irrevocably consent to the personal jurisdiction of the Superior Court of Spokane County, Washington.

7.14 Counterparts. This City Loan Agreement may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original if containing a copy of the original signature notwithstanding that the original has not been received.

7.15 USA Patriot Act Notice. The City hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), the City is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

7.16 Commitment Letter. The provisions of the fully executed Commitment Letter between the Borrower and the City dated April 19, 2023 are incorporated herein to the extent there are no conflicts with the City Loan Documents. In the event of any conflict between the Commitment Letter and any of the City Loan Documents, the provisions of the City Loan Documents shall control.

7.17 Oral Agreements Not Enforceable. **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

## **ARTICLE VIII**

### **HUD PROVISIONS**

8.1 HUD Required Provisions. As long as HUD is the insurer or holder of the Senior Note (as such term and other capitalized terms are defined in the form Subordination Agreement, HUD-92420M) on FHA Project No. 171-35264, the following provisions (“**HUD Provisions**”) shall be in full force and effect:



- (1) any payments due under the Subordinate Note shall be payable only (i) from permissible distributions from Surplus Cash of the Project; but in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. In no event may payments due under all subordinate debt of Maker cumulatively exceed 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Borrower to pay the indebtedness evidenced by the Subordinate Note;
- (2) no prepayment of the Subordinate Note shall be made until after final endorsement by HUD of the Senior Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD.
- (3) this Subordinate Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Subordinate Lender except with the prior written approval of HUD;
- (4) interest on the Subordinate Note shall not be compounded as long as HUD is the insurer or holder of the Note secured by the Security Instrument;
- (5) Maker hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Subordinate Note;
- (6) the terms and provisions of this Subordinate Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Subordinate Note may not be modified or amended without the written consent of HUD; and

in the event of any conflict between the terms of the Subordinate Note and the HUD Provisions, the terms of the HUD Provisions shall control.

IN WITNESS WHEREOF, the parties have executed this Promissory Note and Loan Agreement effective as of the as of the date first set forth above.

BORROWER: PROCLAIM LIBERTY WEST, LLC,  
a Washington limited liability company

By: Proclaim Liberty,  
a Washington public benefit nonprofit corporation,  
its Sole Member and Manager

By: \_\_\_\_\_  
Brian Grow, President

CITY: CITY OF SPOKANE, WASHINGTON:

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

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

Mayor,  
City of Spokane

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

Approved as to form:

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

James Richman,  
City of Spokane, Office of the City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**[To be Updated with Final legal description from title commitment once BLA is complete and easements are recorded/insured]**

File No.:           NCS-1184314-OR1 (WW)

**Property:**           1601 E. Hartson Avenue, Spokane, WA 99202

*PARCEL A:*

*LOTS 1, 2 AND 3, BLOCK 3, LIBERTY PARK ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 28, RECORDS OF SPOKANE COUNTY, WASHINGTON.*

*TOGETHER WITH THAT PORTION OF VACATED PERRY STREET WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE NO. C36166, A COPY OF WHICH WAS RECORDED JULY 24, 2023 UNDER AUDITOR'S FILE NO. 7297891 AND ALSO THAT PORTION OF VACATED PERRY STREET CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 25, 2023 UNDER AUDITOR'S FILE NO. 7315423.*

*PARCEL B:*

*LOTS 4, 5 AND 6, BLOCK 3, LIBERTY PARK ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 28, RECORDS OF SPOKANE COUNTY, WASHINGTON.*

*TOGETHER WITH THAT PORTION OF VACATED PERRY STREET WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE NO. C36166, A COPY OF WHICH WAS RECORDED JULY 24, 2023 UNDER AUDITOR'S FILE NO. 7297891 AND ALSO THAT PORTION OF VACATED PERRY STREET CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 25, 2023 UNDER AUDITOR'S FILE NO. 7315423.*

*PARCEL C:*

*LOTS 8, 9, 10, 11, 12, 13 AND 14, BLOCK 7, CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 209, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;*

*TOGETHER WITH THAT PORTION OF VACATED CELESTA AVENUE WHICH WOULD ATTACH BY OPERATION OF LAW BY CITY OF SPOKANE ORDINANCE NO. C-27116, RECORDED UNDER AUDITOR'S NO. 8312220162;*

*EXCEPT THOSE PORTIONS OF LOTS 12, 13 AND 14 CONVEYED TO SPOKANE AND INLAND RAILWAY COMPANY BY INSTRUMENTS RECORDED MAY 19, 1905, IN VOLUME 164 OF DEEDS, PAGE 288 AND RECORDED OCTOBER 7, 1910 IN VOLUME 271 OF DEEDS, PAGE 098 AND RECORDED OCTOBER 7, 1910 IN VOLUME 261 OF DEEDS, PAGE 528 AND SUBSEQUENTLY CONVEYED TO THE CITY OF SPOKANE BY INSTRUMENT RECORDED UNDER RECORDING NO. 195099B;*

*EXCEPT THE SOUTH 3.50 FEET OF LOT 8;*

*EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE SOUTHWEST CORNER OF LOT 8 OF SAID BLOCK 7;*

*THENCE SOUTH 130 FEET ALONG THE WEST LINE OF SAID LOT EXTENDED TO THE NORTHLINE OF HARTSON AVENUE;*

*THENCE EAST ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 9 IN SAID BLOCK 7;*

*THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 8;*

*THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 133.50 FEET OF LOTS 9, 10 AND 11, BLOCK 7, OF SAID CELESTA PARK.*

*EXCEPT THE SOUTH 133.50 FEET OF THE WEST 43.50 FEET OF LOT 12 OF BLOCK 7, OF SAID CELESTA PARK.*

*PARCEL D:*

*TOGETHER WITH AN EASEMENT AS SET FORTH IN UTILITY EASEMENT AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF PARCELS A AND B.*

*PARCEL E:*

*TOGETHER WITH AN EASEMENT AS SET FORTH IN STORM WATER RETENTION EASEMENT AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF PARCELS A AND B.*

*PARCEL F:*

*TOGETHER WITH AN EASEMENT AS SET FORTH IN UTILITY EASEMENT AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF PARCEL C.*

*PARCEL G:*

*TOGETHER WITH AN EASEMENT AS SET FORTH IN ACCESS EASEMENT AGREEMENT DATED \_\_\_\_\_, 2024 AND RECORDED \_\_\_\_\_, 2024 AS INSTRUMENT NO. \_\_\_\_\_. SAID EASEMENT IS FOR THE BENEFIT OF PARCEL C.*

A.P.N. 35201.6301 and 35201.6309 and 35201.6310 and 35212.2918

**EXHIBIT B**  
**DEVELOPMENT BUDGET & SOURCES AND USES**

		Source Name	Source Name	Source Name	Source Name	Source Name	Source Name	Source Name
		Centennial Mortgage	Capital Budget	Spokane HOME	Spokane 1590	Commerce CHIP	Commerce HTF	COM NHTF
		Amount	Amount	Amount	Amount	Amount	Amount	Amount
		\$6,375,100	\$2,000,000	\$1,100,000	\$4,000,000	\$680,461	\$2,165,386	\$1,793,666
<b>Construction:</b>								
New Building	\$12,521,627	\$4,369,537	\$1,544,490	\$667,260	\$2,809,176	\$455,892	\$1,394,699	\$1,280,573
Contractor Profit	\$376,295	\$98,206	\$50,989	\$30,935	\$89,477	\$18,524	\$45,266	\$42,898
Contractor Overhead	\$250,863	\$19,079	\$43,654	\$18,930	\$77,460	\$16,586	\$38,586	\$36,568
New Construction Contingency	\$821,475		\$165,029		\$358,060	\$60,530	\$118,628	\$119,228
Off site Infrastructure	\$11,475					\$11,475		
Sales Tax	\$1,184,423	\$374,313	\$155,838	\$56,790	\$286,277	\$46,868	\$134,928	\$129,409
Bond Premium	\$98,989	\$28,730			\$45,000		\$25,259	
Equipment and Furnishings	\$61,100	\$41,100					\$20,000	
Other: Liability insurance & B&O	\$136,720					\$9,644	\$127,076	
Subtotal	\$15,462,967	\$4,930,965	\$1,960,000	\$773,915	\$3,665,450	\$619,519	\$1,904,442	\$1,608,676
<b>Soft Costs:</b>								
Buyer's Appraisal	\$7,750	\$7,750						
Market Study	\$6,200	\$6,200						
Architect	\$688,800	\$448,800		\$225,700		\$14,300		
Environmental Assessment	\$7,050	\$7,050						
Geotechnical Study	\$7,000	\$7,000						
Boundary & Topographic Survey	\$35,900	\$35,900						
Legal - Real Estate	\$35,000	\$35,000						
Project Mgt / Dev. Consultant Fees	\$952,000	\$215,742		\$100,385	\$143,297	\$46,642	\$260,944	\$184,990
Soft Cost Contingency	\$20,000	\$20,000						
Other: Admin and application fees	\$40,000		\$40,000					

Subtotal	\$1,799,700	\$783,442	\$40,000	\$326,085	\$143,297	\$60,942	\$260,944	\$184,990
<b>Construction Financing:</b>								
Construction Period Interest	\$260,527	\$260,527						
Lease-up Period Interest								
Subtotal	\$260,527	\$260,527	\$0	\$0	\$0	\$0	\$0	\$0
<b>Permanent Financing:</b>								
Permanent Loan Fees	\$184,304	\$184,304						
Permanent Loan Legal	\$45,000	\$45,000						
Subtotal	\$229,304	\$229,304	\$0	\$0	\$0	\$0	\$0	\$0
<b>Capitalized Reserves</b>								
Other: IOD - Initial Operating Deficit	\$191,253				\$191,253			
Subtotal	\$191,253	\$0	\$0	\$0	\$191,253	\$0	\$0	\$0
<b>Other Development Costs</b>								
Real Estate Tax								
Insurance	\$77,500	\$77,500						
Permits, Fees & Hookups	\$80,862	\$80,862						
Development Period Utilities								
Accounting/Audit	\$12,500	\$12,500						
3 <sup>rd</sup> Party Cert. of Final Dev. Costs								
Marketing/Leasing Expenses								
Subtotal	\$170,862	\$170,862	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Development Cost:</b>	\$18,114,613							
<b>Total Sources:</b>	\$18,114,613	\$6,375,100	\$2,000,000	\$1,100,000	\$4,000,000	\$680,461	\$2,165,386	\$1,793,666



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2020-0528

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

HOUSING & HUMAN SERVICES

**Project #**

**Contact Name/Phone**

RICHARD 6009

**Bid #**

**Contact E-Mail**

RCULTON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

1680- AMENDMENT TO PROCLAIM LIBERTY AFFORDABLE HOUSING LOAN

### **Agenda Wording**

Amendment to Promissory Note and Deed of Trust, Proclaim Liberty Affordable Housing Loan Agreement OPR 2020-0528

### **Summary (Background)**

The City of Spokane and Proclaim Liberty signed a Promissory Note for \$1,000,000 from the City of Spokane Affordable Housing Revolving Loan Fund in September 2020. The loan was to be paid back in full in September 2023. Proclaim Liberty planned on paying the loan back, due to COVID and construction delays they were unable to during the time frame. A request to amend the terms was requested with new term increasing the rate from 2% to 3% and maturity date from 2023 to 2044 with yearly payments.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

All interest accrued throughout the life of this affordable housing loan must be used in accordance with the regulations of the original federal funding source.

**Amount**

**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#





## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	February 12, 2024
<b>Submitting Department</b>	CHHS
<b>Contact Name</b>	Richard Culton
<b>Contact Email &amp; Phone</b>	rculton@spokanecity.org
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Amendment to Promissory Note and Deed of Trust, Proclaim Liberty Affordable Housing Loan Agreement OPR 2020-0528
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
	<p>The City of Spokane and Proclaim Liberty signed a Promissory Note for \$1,000,000 from the City of Spokane Affordable Housing Revolving Loan Fund in September 2020. The loan was to be paid back in full in September 2023. The primary purpose of the loan was to complete the site work and hard rock removal on the integrated ECEAP and east side apartments site. The ECEAP was completed and received the Certificate of Occupancy on June 8, 2021. Proclaim Liberty worked throughout the three-years of the original loan term to complete the capital funding stack for the construction of 54 new units of affordable family housing, fully intending to repay the \$1,000,000 loan out of the funding proceeds for the new construction. The economic impacts and construction delays of COVID made it impossible to pay off this loan at a closing within the time frame identified in the original loan.</p> <p>Proclaim Liberty, as the non-profit Sponsor of the entire expanded campus of Liberty Park – including the original Liberty Park Apartments, the new Proclaim Liberty Early Learning Center, and the planned Liberty Park Expansion Apartments on either side of the original complex requested that the City of Spokane amend the loan terms.</p> <p>The new terms increase the interest rate from 2% to 3%, the maturity date from 2023 to 2044, and includes yearly payments from the project's surplus cash.</p> <p>CHHS requests Council approve the amendment to Proclaim Liberty Affordable Housing Loan Agreement OPR 2020-0528.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> <u>All interest accrued throughout the life of this affordable housing loan must be used in accordance with the regulations of the original federal funding source.</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source*	

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

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

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

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

What impacts would the proposal have on historically excluded communities?

N/A This is a change of terms of a loan agreement.

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

N/A This is a change of terms of a loan agreement.

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

N/A This is a change of terms of a loan agreement.

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

The Liberty Park Terrace Expansion project aligns with the 2020-2024 Consolidated Plan, specifically priority need 1 - Improve affordable housing access and availability.

**AFTER RECORDING RETURN TO:**

City of Spokane  
Community, Housing and Human Services Department  
808 W. Spokane Falls Blvd, Room 650  
Spokane, WA 99201

**AMENDMENT TO PROMISSORY NOTE  
AND  
DEED OF TRUST**

(Affordable Housing Revolving Fund)

**GRANTOR/BORROWER:** PROCLAIM LIBERTY, a Washington public benefit corporation

**GRANTEE/ LENDER:** CITY OF SPOKANE, WASHINGTON, a municipal corporation of the State of Washington

**ABBREV. LEGAL DESCRIPTION:** CELESTA PARK L 8-12 B 7

**APN:** 35212.2917

**RELATED DOCUMENT(S):** 6964816, 6964851

## **Amendment to Promissory Note and Deed of Trust**

**(Proclaim Liberty)**

**THIS AMENDMENT TO PROMISSORY NOTE AND DEED OF TRUST** (this “Amendment”) is entered into as of February \_\_\_\_, 2024 (the “Effective Date”) by and between the Proclaim Liberty, a Washington public benefit corporation (“Proclaim”) and the City of Spokane, Washington, a municipal corporation of the State of Washington (the “City,” and together with Proclaim, the “Parties” or individually a “Party”).

### **WITNESSETH:**

**WHEREAS**, on or about September 4, 2020 (“Closing Date”), City agreed to provide loan funds to Proclaim (the “Loan”) pursuant to that certain Affordable Housing Revolving Fund Loan Agreement dated on or about the Closing Date between Proclaim and City (the “Loan Agreement”), evidenced by a Affordable Housing Revolving Fund Promissory Note dated on or about the Closing Date in the original principal sum of ONE MILLION DOLLARS AND No/100 (\$1,000,000.00) (the “Loan Amount”), payable to the order of the City (the “Note”). The Note is secured by that certain Affordable Housing Revolving Fund Deed of Trust dated on or about the Closing Date and recorded in the Official Records of Spokane County, Washington on September 4, 2020 as Instrument No. 6964816 (the “Deed of Trust”). The Note, the Deed of Trust, Loan Agreement and all other documents, including, without limitation, any and all amendments, related to, evidencing or securing the Loan are referred to hereafter collectively as the “Loan Documents.”

**WHEREAS**, the Loan was used to finance Proclaim’s Liberty Park Terrace campus expansion including improving the land for future affordable housing development and constructing a new ECEAP building at 1527 East Hartson, in Spokane Washington.

**WHEREAS**, Proclaim and City agree that it is in the best interest of both Proclaim and City to amend the Note and the Deed of Trust as set forth therein.

**NOW THEREFORE**, for and in consideration of \$10.00, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties mutually agree and covenants as follows:

1. The foregoing recitals are incorporated herein.
2. Amendment of Note. As of the Effective Date of this Amendment, the Note is hereby amended as follows:
  - (a) The term of the Loan is amended such that the maturity date of the Loan shall be twenty (20) years from the Effective Date (the “Maturity Date”).

- (b) The Loan may be prepaid at any time during the term of the Loan with no prepayment penalty or premium.
- (c) The interest rate of the Loan shall be three percent (3%) simple, non-compounding interest per annum for the term of the Loan.
- (d) Repayment of the principal sums loaned and interest accrued thereon shall be made annually beginning on September 15, 2024 (an "Annual Repayment Amount") and each September 15<sup>th</sup> thereafter and payable solely from the previous year's annual Surplus Cash, as such term is hereinafter defined, from each of the following properties (collectively, the "Annual Surplus Cash Amount") which are solely owned by Proclaim, i.e., Liberty Park Apartments, LLC, Proclaim Liberty Early Learning, LLC and Proclaim Liberty West, LLC (collectively, the "Proclaim Properties"). Interest, to the extent not paid from the Annual Surplus Cash Amount, shall accrue and be added to remaining principal annually at the end of each calendar year and shall be payable from the next annual Surplus Cash Amount. Payments shall be credited first to interest accrued and any remaining amount shall be credited to principal owed. ***Each Annual Repayment Amount shall not exceed 25% of the total Annual Surplus Cash Amount for each such previous calendar year.***
- (e) "Surplus Cash" shall mean the cumulative total of the gross receipts of each of the Proclaim Properties, less all real estate taxes (if any), any required operating reserves or reserves for replacements and all reasonable operating expenses of the Projects, including payment of any property management fees and any asset management fee but excluding any depreciation or amortization expense.
- (f) Payments shall be made in lawful money of the United States of America to the City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd, Room 650, Spokane, WA 99201.

### 3. Amendment of Deed of Trust.

- (a) As of the Effective Date, the Deed of Trust is hereby amended to replace the property securing the lien of the Deed of Trust with an adjacent property by replacing the "WITNESSETH" paragraph on the first page of the Deed of Trust with the following:

"WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Spokane County, Washington (the "Property"):

***THE SOUTH 3.50FT OF LOT 8, BLOCK 7, CELESTA PARK; TOGETHER WITH A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF***

*LOT 8 OF SAID BLOCK 7; THENCE SOUTH 130FT ALONG THE WEST LINE OF SAID LOT EXTENDED TO THE NORTH LINE OF HARTSON AVENUE; THENCE EAST ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 9 IN SAID BLOCK 7; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING; TOGETHER WITH THE SOUTH 133.50FT OF LOTS 9, 10, AND 11, BLOCK 7, OF SAID CELESTA PARK. TOGETHER WITH THE WEST 43.50FT OF THE SOUTH 133.50FT OF LOT 12, BLOCK 7, OF SAID CELESTA PARK. (APN 35212.2917)"*

(b) As of the Effective Date, the Deed of Trust is hereby amended by replacing the "DUE DATE" paragraph on the second page of the Deed of Trust with the following:

"DUE DATE: The entire balance of the Note secured by this Deed of Trust, together with all interest accrued thereon, shall be due on the Maturity Date, as that term is defined in the Note, as amended."

4. City agrees to attach an original copy of this Amendment to the Note.
5. Each of the Parties hereby represents and warrants to the other Party that, on the date hereof, such Party has not transferred any of its right, title and interest in and to any of the Loan Documents, and that the Loan Documents are in full force and effect, and without any amendments, modifications or supplements thereto, other than that which is affected by this Amendment.
6. Each of the Parties hereby represents and warrants to each of the other Party that, on the date hereof, the execution of this Amendment shall not constitute a default under any of the Loan Documents.
7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one fully-executed instrument.
8. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Loan Documents.
9. If any portion of this Amendment is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Amendment and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Amendment; provided however, if the portion of this Amendment declared to be invalid or unenforceable renders the remaining portion of this Amendment inequitable to any one or more Parties, as determined by any one of the Parties, then all of the Parties shall, using good faith and due diligence, revise this Amendment to eliminate such inequity. All of the provisions of this Amendment, however, shall be read and construed to the extent possible to be consistent with applicable law.

10. This Amendment constitutes the final understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements among the Parties, whether written or oral. This Amendment may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of each Party to be bound thereby.
11. This Amendment will inure to the benefit of, and will be binding upon, each Party's successors and assigns.
12. This Amendment shall be governed exclusively by and construed in accordance with the applicable laws of the State of Washington.

**[SIGNATURES ON FOLLOWING PAGES]**



IN WITNESS WHEREOF, the Parties have duly executed this Amendment by their duly authorized representatives on or as of the date first written above.

**PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

**PROCLAIM:**

PROCLAIM LIBERTY,  
a Washington public benefit corporation

By: \_\_\_\_\_  
Name: Brian Douglas Grow  
Title: President

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF SPOKANE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Brian Douglas Grow, to me known to be the President of Proclaim Liberty, a Washington public benefit corporation, that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC IN FOR AND THE  
STATE OF WASHINGTON  
residing at \_\_\_\_\_, WA  
My commission expires \_\_\_\_\_

**[ADDITIONAL SIGNATURES & ACKNOWLEDGMENT(S)  
ON THE FOLLOWING PAGE(S)]**

*SIGNATURE PAGE (cont.):*

**CITY:**

CITY OF SPOKANE, WASHINGTON

By: \_\_\_\_\_  
Lisa Brown,  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
James Richman  
Office of the City Attorney

**[NOTARY ACKNOWLEDGMENT  
ON THE FOLLOWING PAGE]**

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SPOKANE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Nadine Woodward and Terri Pfister, to me known to be the Mayor and City Clerk, respectively, or and for the City of Spokane, Washington, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC IN FOR AND THE  
STATE OF WASHINGTON  
residing at \_\_\_\_\_, WA  
My commission expires \_\_\_\_\_



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

OPR 2019-0723

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

HOUSING & HUMAN SERVICES

**Project #**

**Contact Name/Phone**

KERI 6577

**Bid #**

**Contact E-Mail**

KCEDERQUIST@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

1680- SCOPE OF WORK AMENDMENT FOR FAMILY PROMISE OF SPOKANE FY

### **Agenda Wording**

Updating information from what was originally projected in costs and beds to the approved amount which the reduced funding was updated but not the bed count.

### **Summary (Background)**

When Family Promise of Spokane applied for the 2019-2024 HHOS grant, their application for \$5,187,637 was to support 60 beds. The project ended up being approved for \$1,848,982 which could only support 17 beds. The bed inventory was not updated to reflect this in the original contract. A contract amendment is in progress, and the change is substantial to warrant council briefing.

Lease? NO Grant related? YES Public Works?

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

Homeless Housing and Services Grant requested was \$5,187,637 for 60 beds, they were awarded \$1,848,982 which could support 17 beds. Amendment is to reflect the accurate number of beds being serviced.

**Amount**

**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	CULTON, RICHARD	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	KINDER, DAWN		
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	dkinder@spokanecity.org
rculton@spokanecity.org	kcederquist@spokanecity.org
aschooley@spokanecity.org	kclifton@spokanecity.org
dnorman@spokanecity.org	sbrown@spokanecity.org

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Committee Date</b>	
<b>Submitting Department</b>	Community, Housing, and Human Services
<b>Contact Name</b>	Keri Cederquist, Program Professional
<b>Contact Email &amp; Phone</b>	<a href="mailto:kcederquist@spokanecity.org">kcederquist@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	Scope of Work Amendment for Family Promise of Spokane FY2019-2024
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	When Family Promise of Spokane applied for the 2019-2024 HHOS grant, their application for \$5,187,637 was to support 60 beds. The project ended up being approved for \$1,848,982 which could only support 17 beds. The bed inventory was not updated to reflect this in the original contract. A contract amendment is in progress, and the change is substantial to warrant council briefing.

#### Fiscal Impact

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

Total Cost: No Cost

Current year cost:

Subsequent year(s) cost:

**Narrative:** In 2019, Family Promise applied for the Homeless Housing and Services (HHOS) grant, requesting \$5,187,637.00 to fund 60 emergency shelter beds, which would serve an estimated 240 families per year. However, the project was approved for only \$1,848,982, which could only support 17 beds, serving about 68 families per year. The scope of work in the original contract was not updated to reflect reduced funding and capacity, and therefore needs to be corrected at this time. Without context, it may appear that the City is reducing their contract and beds by 70% of the inventory, however they have only been servicing 17 beds with this funding since 2019 and are requesting amendment for accuracy and compliance. Family Promise is one of the subrecipients identified for the Washington State Department of Commerce Emergency Housing Fund (EHF) grant awarded to CHHS in September 2023. EHF has the purpose of “maintaining current levels of emergency housing services and subsidies” and requires that the subrecipients have accurate and updated contracts and bed inventories. Discrepancies in funding and scope of work have substantial impacts on the City’s Emergency Bed Count, perceptions of Family Promise’s subrecipient performance, accuracy of overall Bed Inventory and implications to resource development and strategic planning, and compliance with the Commerce EHF grant.

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

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

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

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

<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p>
<p><b>What impacts would the proposal have on historically excluded communities?</b>  N/A—amendment modifies original subrecipient scope of work</p>
<p><b>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?</b>  N/A—data collected is for units/bed inventory, see below</p>
<p><b>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</b>  Data on bed and unit inventory is collected at least annually and is entered into CMIS. This data is used in several reports such as the Housing Inventory Count, System Performance Measures, the Longitudinal System Analysis report, and the Annual Homeless Assessment Report.</p>
<p><b>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?</b></p> <p>In following Spokane Municipal Code Section 18.05.030(3) which states “At no time shall the City reduce or eliminate specific night-by-night shelter beds without first having in place additional replacement shelter bed capacity sufficient to meet the requirements of SMC 18.05 unless authorized by City Council resolution”, we want to ensure that it does not appear that this project is reducing beds when the total number of beds they started with was inaccurately recorded.</p>



**Agenda Sheet for City Council:**  
**Committee:** Urban Experience **Date:** 02/12/2024  
**Committee Agenda type:** Consent

<b>Date Rec'd</b>	2/12/2024
<b>Clerk's File #</b>	OPR 2024-0142
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Project #</b>	
<b>Contact Name/Phone</b>	MAREN X6737	<b>Bid #</b>	
<b>Contact E-Mail</b>	MMURPHY@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	ZZAPPONE KKLITZKE JBINGLE		
<b>Agenda Item Name</b>	0650 - ACCEPTANCE OF WA COMMERCE GRANT OF \$420,000 FOR PHASE 1		

**Agenda Wording**

Acceptance of \$420,000 from the WA Department of Commerce for Phase 1 climate planning pursuant to required GMA/comprehensive plan 2026 periodic updates.

**Summary (Background)**

WA Commerce has made available funding for climate planning. For the 2023-2025 biennium, the City of Spokane has requested \$420,000 to begin work on Phase 1 of climate planning, which includes community engagement, impacts analysis, gap analysis, and climate vulnerability and risk assessment with a focus on equity and climate justice. The city has a limit of \$700,000 in climate funding, with the remaining to be requested in the 2025-2027 biennium.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	NO
Total Cost	\$ 420000
Current Year Cost	\$ 420000
Subsequent Year(s) Cost	\$ 0

**Narrative**

Grant funds from WA Commerce, no match required. Based on project deliverables. Staff time will be required.

<b>Amount</b>		<b>Budget Account</b>
Revenue	\$ 420000	# 1360-94175-99999-33442-20263
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GARDNER, SPENCER	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>			
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

Mark Barkley - mark.barkley@commerce.wa.gov	smacdonald@spokanecity.org
sgardner@spokanecity.org	tblack@spokanecity.org
mmurphy@spokanecity.org	amccall@spokanecity.org
rbenzie@spokanecity.org	korlob@spokanecity.org
klouden@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	February 12, 2024
<b>Submitting Department</b>	Planning Services
<b>Contact Name</b>	Maren Murphy
<b>Contact Email &amp; Phone</b>	<a href="mailto:mmurphy@spokanecity.org">mmurphy@spokanecity.org</a> , 625-6737
<b>Council Sponsor(s)</b>	Zappone, Klitzke, Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Acceptance of WA Commerce Grant of \$420,000 for Phase 1 Climate Planning
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The WA Legislature passed and signed into law HB 1181 in 2023 that adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with a focus on resilience and greenhouse gas emissions mitigation. The City of Spokane's periodic update deadline is June 30, 2026.</p> <p>WA Commerce has made available funding for climate planning. For the 2023-2025 biennium, the City of Spokane has requested \$420,000 to begin work on Phase 1 of climate planning, which includes community engagement, impacts analysis, gap analysis, and climate vulnerability and risk assessment with a focus on equity and climate justice. The city has a limit of \$700,000 in climate funding, with the remaining to be requested in the 2025-2027 biennium. The Periodic Update funding is a separate funding allocation and will not be available to the city until mid-2024.</p> <p>Planning staff is partnering with Integrated Capital Management and Environmental Programs for the initial project scoping and request for qualifications. Staff have also been consulting with Parks, Fire, Emergency Management, City Council staff and other interested departments, and will continue to build internal discussions as well as robust community engagement program.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$420,000</u> Current year cost: \$420,000 Subsequent year(s) cost:	
<b>Narrative:</b> <u>Grant funds from WA Commerce, no match required. Based on project deliverables. Staff time will be required.</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? Funding for 2023-2025 Biennium	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) N/A	

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

- What impacts would the proposal have on historically excluded communities?
  - Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted by the changing climate conditions and whose insight will lead to the most equitable outcomes. There is also additional emphasis on all levels of Tribal communication, partnership, and coordination.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  - The planning work will focus on both quantitative and qualitative data through the lens of climate and equity. Quantitative data will be collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community's vulnerabilities and those at highest risk for climate impacts. Data will also be collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset, and climate-related challenges.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  - Following the 2026 Periodic update to the City's Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  - Aligns with: Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. "update the Comp Plan with ...climate goals"

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
  - This item has not yet been reviewed by a council subcommittee. The most appropriate one would be the Sustainability Action Subcommittee, though we have been working closely with Council's sustainability initiative manager on climate planning. We anticipate more engagement and coordination as we get work underway.



**Interagency Agreement with**

**City of Spokane**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-162**

**For**

**2023-2025 Climate Planning Grant**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63610-162

**Local Government Division  
Growth Management Services  
2023-2025 Climate Planning Grant**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Maren Murphy Senior Planner 509-625-6737 mmurphy@spokanecity.org		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov <div style="float: right; text-align: right;">           PO Box 42525            1011 Plum St. SE            Olympia, WA 98504         </div>	
<b>5. Contract Amount</b> \$420,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <div style="text-align: right;"><u>ALN</u> N/A</div>	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0003387-07	<b>12. UBI #</b> 328-013-877	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
<b>FOR CONTRACTOR</b>  _____ <insert name>, <insert title>  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **four hundred and twenty thousand dollars (\$420,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-162. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

#### **Grant Start Date**

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### **State Fiscal Year Payments**

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

#### **Invoices and End of Fiscal Year**

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING**

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.



The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](https://climate.wa.gov/brandtoolkit).

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

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

## **7. INSURANCE**

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

## **8. FRAUD AND OTHER LOSS REPORTING**

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

## **9. ORDER OF PRECEDENCE**

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

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

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

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

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

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

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

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

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

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

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

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

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

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

**14. SEVERABILITY**

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

## **15. SUBCONTRACTING**

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

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

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

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

## **16. SURVIVAL**

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

## **17. TERMINATION FOR CAUSE**

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

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

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

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

## **18. TERMINATION FOR CONVENIENCE**

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

## **19. TERMINATION PROCEDURES**

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

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

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

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

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

## **20. TREATMENT OF ASSETS**

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

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

practices.

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

**21. WAIVER**

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

## **Attachment A: Scope of Work**

<b>Task, Steps, Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
<b>Section A</b>	<b>Climate Resiliency</b>		
<b>Step 1</b>	<b>Project Start-up</b>	<b>Nov 2023</b>	<b>Apr 2024</b>
Task 1.1	Develop RFQ and hire consultant	Nov 2023	Mar 2024
Task 1.2	Form Climate Policy Advisory Team	Jan 2024	Feb 2024
Task 1.3	Develop Engagement Strategy: <ul style="list-style-type: none"> <li>• Environmental Justice</li> <li>• Tribal Engagement</li> </ul>	Feb 2024	Apr 2024
<b>Deliverable A1</b>	Community Engagement Plan and Program *Engagement continues throughout process		Apr 2024
<b>Step 2</b>	<b>Explore Climate Impacts &amp; Climate Justice</b>	<b>Mar 2024</b>	<b>July 2024</b>
Task 2.1	Review relevant plans and data sources on climate hazards	Mar 2024	Mar 2024
Task 2.2	Identify social, economic, and environmental assets	Apr 2024	May 2024
Task 2.3	Identify vulnerable communities and environmental health disparities	Apr 2024	May 2024
Task 2.4	Identify priority climate hazards and climate justice concerns <ul style="list-style-type: none"> <li>• Conduct community survey on climate impacts and experiences</li> </ul>	May 2024	June 2024
<b>Deliverable A2</b>	Climate Analysis Impacts and Climate Justice Memo		July 2024
<b>Step 3</b>	<b>Audit Plans and Policies</b>	<b>June 2024</b>	<b>Aug 2024</b>
Task 3.1	Review existing comprehensive plan policies for climate gaps and opportunities, climate justice	June 2024	Aug 2024
<b>Deliverable A3</b>	Policy Gap Analysis Memo		Sept 2024
<b>Step 4</b>	<b>Assess Climate Vulnerability and Risk</b>	<b>July 2024</b>	<b>May 2025</b>



Task, Steps, Deliverables	Description	Start Date	End Date
Task 4.1	Conduct Climate Vulnerability and Risk Assessment <ul style="list-style-type: none"> <li>Climate change trends and projections</li> <li>Social and economic climate vulnerability</li> <li>Physical vulnerability</li> <li>Assess sensitivity and capacity</li> <li>Characterize vulnerability and risk</li> <li>Climate resilience and justice opportunities</li> <li>Community engagement</li> </ul>	July 2024	Feb 2025
Task 4.2	Identify climate vulnerability priorities	Mar 2024	Apr 2025
<b>Deliverable A4</b>	Climate Vulnerability and Risk Assessment Report		May 2025
<b>Section B</b>	<b>Multimodal Transportation Focus</b>		
<b>Step 1</b>	<b>Identify Multimodal Level of Service</b>	<b>Jan 2024</b>	<b>Sept 2024</b>
Task 1.1	Develop recommendations for updating and implementing Multimodal Level of Service concurrency metrics to encourage a coordinated, multimodal transportation system, consistent with land use.	Jan 2024	July 2024
Task 1.2	Inclusion of equity and safety in project identification consistent with environmental justice.	July 2024	Aug 2024
<b>Deliverable B1</b>	Memo on Multimodal Level of Service Metrics and Recommendations		Sept 2024
	End of 2023-2025 Biennium		June 15, 2025

**Attachment B: Budget**

<b>Deliverables</b>	<b>Grant Funds</b>
<b>2023-2025 Biennium</b>	
Deliverable A1: Community Engagement Plan and Program	\$150,000
Deliverable A2: Climate Analysis Impacts and Climate Justice Memo	\$50,000
Deliverable A3: Policy Gap Analysis Memo	\$35,000
Deliverable A4: Climate Vulnerability and Risk Assessment Report	\$150,000
Deliverable B1: Multimodal Level of Service Memo	\$35,000
<b>Contract Total for 2023-2025 Biennium</b>	<b>\$420,000</b>



## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 01/29/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/30/2024

**Clerk's File #**

OPR 2024-0143

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

INTEGRATED CAPITAL

**Project #**

2017178

**Contact Name/Phone**

MARK PAPICH 625-6310

**Bid #**

**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON

**Agenda Item Name**

4250 – DEPT OF ECOLOGY GRANT WASHINGTON BASIN STORMWATER

### **Agenda Wording**

Grant agreement number WQC-2023-Spokane-00096 with the Washington State Department of Ecology for the Washington Basin Stormwater project - \$262,500.00 Revenue.

### **Summary (Background)**

The Department of Ecology has awarded the City of Spokane a grant to improve water quality in the Spokane River. The City will have a 25% match on the grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$ 262,500.00

Current Year Cost

\$ 262,500.00

Subsequent Year(s) Cost

\$

### **Narrative**

There is a 25% match required for this grant.

### **Amount**

### **Budget Account**

Revenue

\$ 262,500.00

# 4250 98817 99999 33431 10119

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	DAVIS, MARCIA	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	eraea@spokanecity.org
jrhall@spokanecity.org	icmaccounting@spokanecity.org
mpapich@spokanecity.org	mdavis@spokanecity.org
kkeck@spokanecity.org	

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	1/29/2024
<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Mark Papich
<b>Contact Email &amp; Phone</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Council President Betsy Wilkerson</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Department of Ecology SFAP and Capacity Grant Agreements
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> <li>• Francis/Assembly/Nine Mile Stormwater Facility               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$127,500</li> <li>▪ City Match=15% (\$22,500)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• Five Mile Regional Infiltration Facility Rehab               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$150,000</li> <li>▪ City Match=25% (\$50,000)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• CSO Basin 34 (I-90) Stormwater Mitigation/Separation               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$5,015,000</li> <li>▪ City Match=15% (\$885,000)</li> <li>▪ Project Phase: Construction</li> </ul> </li> <li>• Washington Basin Stormwater Study               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Drywell Rehab in Well-head Protection Zones               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Capacity Grant               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$130,000</li> <li>▪ City Match=0%</li> <li>▪ Project Phase: Any permit management activity</li> </ul> </li> </ul>
<b>Fiscal Impact</b>	

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

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

**Narrative:** These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

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

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

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

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

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

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

Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with the City's adopted policies and programs.



## Agreement WQC-2023-Spokane-00096

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and the City of Spokane, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

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### GENERAL INFORMATION

Project Title:	Washington Basin Stormwater Separation Study
Total Cost:	\$350,000.00
Total Eligible Cost:	\$350,000.00
Ecology Share:	\$262,500.00
Recipient Share:	\$87,500.00
The Effective Date of this Agreement is:	7/1/2022
The Expiration Date of this Agreement is no later than:	6/30/2026
Project Type:	Stormwater Facility

#### Project Short Description: (500-character limit, includes spaces)

This project will ultimately improve water quality in the Spokane River through the development of a stormwater retrofit plan for the Washington Basin in the city of Spokane. The plan will include evaluation of the basin for potential treatment sites with geotechnical investigations and development of preliminary designs and cost estimates for stormwater treatment facilities.

#### Project Long Description: (4,000-character limit, includes spaces)

Washington Basin is a 435-acre basin in the north central area of Spokane that is approximately 50 percent commercial use. Stormwater runoff from this basin currently runs untreated through a piped network with catch basins and discharges through a 42-inch pipe on Washington Street to the Spokane River. The Spokane River flows through the heart of downtown Spokane and supports salmonid spawning grounds, recreation, and fishing. The Spokane River is a Category 5 303(d) listed impaired waterbody for pH, PCBs, metals, and dissolved oxygen. There are also two Total

Maximum Daily Load (TMDL) plans, one each for dissolved metals and dissolved oxygen, which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

Currently, the RECIPIENT is designing stormwater facilities to treat surface runoff from approximately 78 acres in the northwestern portion of the Washington basin through another agreement with ECOLOGY. For this project, the RECIPIENT will develop a retrofit plan to treat the remaining approximately 357 acres that do not yet have treatment. As part of plan development, the RECIPIENT will create a framework for the site selection process and review basin data accordingly to produce a list of potential sites. The RECIPIENT will then conduct field evaluations to narrow down the list of potential sites and identify the top sites to move forward for the conceptual design of stormwater treatment facilities. For these top sites, the RECIPIENT will conduct geotechnical investigations and develop preliminary designs that include cost estimates and permit strategies for the retrofits.

Overall Goal: (1,000-character limit, includes spaces)

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.



## RECIPIENT INFORMATION

Organization Name: City of Spokane

Mailing Address: 808 W Spokane Falls Blvd  
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd  
Spokane, WA 99201

Organization Email: mpapich@spokanecity.org

## Contacts

<b>Project Manager</b>	Colin Naake Associate Engineer  808 W Spokane Falls Blvd Spokane, WA 99201 Email: cnaake@spokanecity.org Phone: (509) 625-6941
<b>Authorized Signatory</b>	Lisa Brown Mayor  808 W Spokane Falls Blvd Spokane, WA 99201 Email: mayor@spokanecity.org Phone: (509) 625-6310
<b>Billing Contact</b>	LaVonne Martelle Accountant I  44 W Riverside Spokane, WA 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Department of Ecology  
300 Desmond Drive SE  
Lacey, WA 98503

### Contacts

<b>Project Manager</b>	Shilo Sprouse  4601 N Monroe Spokane, WA 99205-1295 Email: shsp461@ecy.wa.gov Phone: (509) 862-8584
<b>Financial Manager</b>	Joe Kinerk  P.O. Box 47600 Olympia, WA 98504 Email: joek461@ecy.wa.gov Phone: (360) 742-2875
<b>Technical Advisor</b>	Doug Howie  P.O. Box 47600 Olympia, WA 98504 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

**Washington State Department of Ecology**

**City of Spokane**

\_\_\_\_\_  
Vincent McGowan  
Water Quality  
Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Brown  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional City/County Signatories    Date  
Email Address:

## SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) and Recipient Close Out Report. In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

\* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Close Out Report.

\* Properly maintained project documentation.

### **Grant and Loan Administration Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Close Out Report (EAGL Form).	

## SCOPE OF WORK

Task Number: 2

Task Cost: \$0

Task Title: Cultural and Environmental Review, and Permitting

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
  2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.
- B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

### **Cultural and Environmental Review, and Permitting Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

DRAFT

## SCOPE OF WORK

Task Number: 3

Task Cost: \$175,000

Task Title: Site Identification and Selection

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will develop a framework for the site selection process. The RECIPIENT will document the site selection process in a memo that includes the screening methods, field evaluations, and criteria that will be used to select the sites. The RECIPIENT will submit the memo to ECOLOGY for review and comment, to ensure site selection proceeds according to those expectations.
- B. The RECIPIENT will review basin data and identify data gaps. The RECIPIENT will gather and examine land use, land characteristics, stormwater, and water resources data. The RECIPIENT will include presence of existing stormwater facilities, property ownership, drainage area, upstream land use, soils/geology, groundwater, and topography. The RECIPIENT will use this information and the screening process review basin data.
- C. The RECIPIENT will conduct field evaluations of potential sites identified during the screening process.
- D. The RECIPIENT will apply the information gathered in the screening process and field evaluations to the criteria in the site selection process to identify top sites. The RECIPIENT will produce a list of the top projects that will move forward for conceptual design.
- E. The RECIPIENT will prepare a final report summarizing the basin data, site selection process, outcomes, and map of chosen sites.

### Task Goal Statement:

The RECIPIENT will identify and screen potential project sites for stormwater retrofit.

### Task Expected Outcome:

The RECIPIENT will choose project sites and develop a final report summarizing the data, process, and outcomes.

### **Construction Management Deliverables**

Number	Description	Due Date
3.1	Contract documents, if applicable. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Memo of Framework for Site Selection Process. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY memo comments. Upload to EAGL and notify ECOLOGY.	
3.4	Draft Final Report. Upload to EAGL and notify ECOLOGY.	
3.5	Responses to ECOLOGY Final Report comments. Upload to EAGL and notify ECOLOGY.	
3.6	Final Report. Upload to EAGL and notify ECOLOGY.	

## SCOPE OF WORK

Task Number: 4

Task Cost: \$175,000

Task Title: Preliminary Design Work

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. Conduct site-specific geotechnical investigation to determine the feasibility of stormwater infiltration.
- B. The RECIPIENT will develop conceptual designs, cost estimates, and permit strategies for the retrofit facilities at the chosen project sites. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Projects must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.
- C. The RECIPIENT will upload the preliminary design submittals to EAGL for ECOLOGY review and acceptance. Reduce design figures to 11x17 inches in size and ensure they are legible. Allow 45 calendar days for ECOLOGY to review each submittal.

The RECIPIENT agrees to respond to ECOLOGY comments.

### Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

### **Construction Deliverables**

Number	Description	Due Date
4.1	List of projects to move forward to preliminary design. Upload to EAGL and notify ECOLOGY.	
4.2	Preliminary Design(s). Upload to EAGL and notify ECOLOGY.	
4.3	Responses to ECOLOGY Preliminary Design comments. Upload to EAGL and notify ECOLOGY.	
4.4	ECOLOGY Preliminary Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	



## SCOPE OF WORK

Task Number: 5

Task Cost: \$0

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit a GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas, if able.
- B. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- C. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

Timely and complete submittal of GIS, Recipient Closeout Report, and Outcomes Summary.

### Project Closeout Deliverables

Number	Description	Due Date
5.1	Project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY.	
5.2	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

**BUDGET** (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).

### Funding Distribution

Funding Title: SFAP  
Funding Type: Grant  
Funding Effective Date: 7/1/2022  
Funding Expiration Date: 6/30/2026  
Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 25%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Indirect Rate: 30%

Stormwater Financial Assistance Program	Task Total	Recipient Amount	ECY Amount
1. Grant and Loan Administration	0	0	0
2. Cultural and Environmental Review, and Permitting	0	0	0
3. Site Identification and Selection	175000	43750	131250
4. Preliminary Design Work	175000	43750	131250
5. Project Close Out	0	0	0
Total	\$350,000.00	\$87,500.00	\$262,500.00

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
SFAP	25%	\$87,500.00	\$262,500.00	\$350,000.00
Total		\$87,500.00	\$262,500.00	\$350,000.00

## Application Budget Worksheet (not for EAGL, but do not delete from this draft document)

### Funding Offer:

SFAP Grant Offer	SRF Standard Loan Offer	SRF Forgivable Principal Loan Offer	[Other WQC Funding] Offer	Total Funding Offer
\$262,500	\$87,500*	\$0	\$0	\$350,000

### Does the funding offer amount shown in the following forms all match?

Offer Letter uploaded in EAGL: Yes  
 EAGL Offer Form: Yes  
 Published Offer List: Yes

### Was the funding offer less than the amount requested because of ineligible items? Please describe.

No.  
 \*NOTE: Recipient has uploaded a decline of loan funding offer in EAGL

### Application Budget (copy tasks and amounts from EAGL)

Task	Budget in App	Notes
1. Grant and Loan Administration	\$0	Application SOW does not follow ECY standard template
2. Planning	\$350,000	
		Application SOW does not include Project Close Out task
<b>Total</b>	<b>\$350,000</b>	

### Agreement Budget

Task	Revised Budget	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Site Identification and Selection		
4. Preliminary Design Work		
5. Project Close Out		
<b>Total</b>		

## AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

## SPECIAL TERMS AND CONDITIONS (Updated June 2023)

### SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

**“Administration Charge”** means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

**“Administrative Requirements”** means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

**“Annual Debt Service”** for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

**“Average Annual Debt Service”** means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

**“Accrued Interest”** means the interest incurred as loan funds are disbursed.

**“Acquisition”** means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**“Build American Buy American (BABA)”** means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

**“Bipartisan Infrastructure Law (BIL)”** means funding to improve drinking water, wastewater and stormwater infrastructure.

**“Centennial Clean Water Program”** means the state program funded from various state sources.

**“Contract Documents”** means the contract between the RECIPIENT and the construction contractor for construction of the project.

**“Construction Materials”** means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

**“Cost Effective Analysis”** means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

**“Davis Bacon Prevailing Wage Act”** means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects).

**“Defeasement” or “Defeasance”** means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

**“Effective Date”** means the earliest date on which eligible costs may be incurred.

**“Effective Interest Rate”** means the total interest rate established by Ecology that includes the Administrative Charge.

**“Estimated Loan Amount”** means the initial amount of funds loaned to the RECIPIENT.

**“Estimated Loan Repayment Schedule”** means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

**“Equivalency”** means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

**“Equivalency Project”** means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

**“Expiration Date”** means the latest date on which eligible costs may be incurred.

**“Final Accrued Interest”** means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

**“Final Loan Amount”** means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

**“Final Loan Repayment Schedule”** means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

**“Forgivable Principal”** means the portion of a loan that is not required to be paid back by the borrower.

**“General Obligation Debt”** means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

**“General Obligation Payable from Special Assessments Debt”** means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

**“Gross Revenue”** means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

**“Guidelines”** means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

**“Initiation of Operation Date”** means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

**“Iron and Steel Products”** means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

**“Loan”** means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

**“Loan Amount”** means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

**“Loan Fund”** means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

**“Loan Security”** means the mechanism by which the RECIPIENT pledges to repay the loan.

**“Loan Term”** means the repayment period of the loan.

**“Maintenance and Operation Expense”** means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

**“Manufactured Products”** means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**“Produced in the United States”** means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

**“Net Revenue”** means the Gross Revenue less the Maintenance and Operation Expense.

**“Original Engineer’s Estimate”** means the engineer’s estimate of construction costs included with bid documents.

**“Prevailing Wage”** means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

**“Principal and Interest Account”** means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

**“Project”** means the project described in this agreement.

**“Project Completion Date”** means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

**“Project Schedule”** means that schedule for the project specified in the agreement.

**“Revenue-Secured Debt”** means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

**“Reserve Account”** means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

**“Risk-Based Determination”** means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

**“Scope of Work”** means the tasks and activities constituting the project.

**“Section 319”** means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

**“Senior Lien Obligations”** means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or

issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

**“State Water Pollution Control Revolving Fund (Revolving Fund)”** means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

**“Termination Date”** means the effective date of ECOLOGY’s termination of the agreement.

**“Termination Payment Date”** means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

**“Total Eligible Project Cost”** means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

**“Total Project Cost”** means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

**“Unique Entity Identity Identifier (UEI)”** means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

**“ULID”** means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

**“ULID Assessments”** means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

**“Utility”** means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## **SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.**

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

**Documentation Options:**

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

**d. Real Property Acquisition and Relocation Assistance.**

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

**e. Hazardous Substances.**

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - i. No hazardous substances were found on the site, or
  - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.



#### f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### **SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.**

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)

2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

### **SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)**

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface

Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

<https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean 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. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of

a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

## **SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.**

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings,

hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued



interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

## J. Loan Repayment:

### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the



project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:  
Department of Ecology  
Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

**Certification.** Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

**Q. Sale or Disposition of Funded Utility:** The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY. The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

**R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects:** If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

**S. Termination and Default:**

**Termination and Default Events**

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold

payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>>.

**C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

- As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

## ECOLOGY GENERAL TERMS AND CONDITIONS

### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://apps.ecology.wa.gov/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

\* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.

- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.



## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

## 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

## 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

**c) By Mutual Agreement**

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

**d) In Event of Termination**

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**29. THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

**30. WAIVER**

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

**End of Terms and Conditions**



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 01/29/2024

**Committee Agenda type:** Consent

<b>Date Rec'd</b>	1/30/2024
<b>Clerk's File #</b>	OPR 2024-0144
<b>Renews #</b>	
<b>Cross Ref #</b>	

**Council Meeting Date:** 02/26/2024

<b>Submitting Dept</b>	INTEGRATED CAPITAL	<b>Project #</b>	2024052
<b>Contact Name/Phone</b>	MARK PAPICH 625-6310	<b>Bid #</b>	
<b>Contact E-Mail</b>	MPAPICH@SPOKANECITY.ORG	<b>Requisition #</b>	
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	BWILKERSON		
<b>Agenda Item Name</b>	4250 – DEPT OF ECOLOGY GRANT FRANCIS STORMWATER FACILITY		

**Agenda Wording**

Grant agreement number WQC-2024-Spokane-00130 with the Washington State Department of Ecology for Francis/Assembly Stormwater Facility - \$127,500.00 - Revenue.

**Summary (Background)**

The Department of Ecology has awarded the City of Spokane a grant to enhance stormwater facilities at the intersection of Francis and Assembly. The City will have a 25% match on the grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	YES
Total Cost	\$ 127,500.00
Current Year Cost	\$ 127,500.00
Subsequent Year(s) Cost	\$

**Narrative**

There is a 25% match requirement for this grant.

<b><u>Amount</u></b>		<b><u>Budget Account</u></b>
Revenue	\$ 127,500.00	# 4250 98817 99999 33431 10157
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	DAVIS, MARCIA
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE

**Distribution List**

	eraea@spokanecity.org
jrhall@spokanecity.org	icmaccounting@spokanecity.org
mpapich@spokanecity.org	kkeck@spokanecity.org
mdavis@spokanecity.org	

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	1/29/2024
<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Mark Papich
<b>Contact Email &amp; Phone</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Council President Betsy Wilkerson</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Department of Ecology SFAP and Capacity Grant Agreements
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> <li>• Francis/Assembly/Nine Mile Stormwater Facility               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$127,500</li> <li>▪ City Match=15% (\$22,500)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• Five Mile Regional Infiltration Facility Rehab               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$150,000</li> <li>▪ City Match=25% (\$50,000)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• CSO Basin 34 (I-90) Stormwater Mitigation/Separation               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$5,015,000</li> <li>▪ City Match=15% (\$885,000)</li> <li>▪ Project Phase: Construction</li> </ul> </li> <li>• Washington Basin Stormwater Study               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Drywell Rehab in Well-head Protection Zones               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Capacity Grant               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$130,000</li> <li>▪ City Match=0%</li> <li>▪ Project Phase: Any permit management activity</li> </ul> </li> </ul>
<b>Fiscal Impact</b>	

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

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

**Narrative:** These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

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

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

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

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

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

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

Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with the City's adopted policies and programs.



## Agreement WQC-2024-Spokane-00130

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and the CITY OF SPOKANE, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

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### GENERAL INFORMATION

Project Title:	Francis/Assembly/Nine Mile Stormwater Facility
Total Cost:	\$ 150,000.00
Total Eligible Cost:	\$ 150,000.00
Ecology Share:	\$ 127,500.00
Recipient Share:	\$ 22,500.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Stormwater Facility

### Project Short Description: (500-character limit, includes spaces)

This project will ultimately improve water quality in the Spokane River through design and future installation of stormwater enhanced treatment and infiltration facilities at the intersection of Francis and Assembly in the CITY of SPOKANE. This project will provide treatment for TSS, dissolved metals, total phosphorus, hydrocarbons and will also reduce flows to the Spokane River by increasing stormwater infiltration.

### Project Long Description: (4,000-character limit, includes spaces)

The Spokane River runs for approximately 111 miles from Lake Coeur d' Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake and flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported populations of salmon and currently, it supports salmonid spawning grounds; it is also a popular resource for fishing and recreation. The Spokane River is a Category 5 (303(d))list impaired waterbody for pH, PCBs, metals, and dissolved oxygen DO.

The Francis/Assembly/Nine Mile Stormwater Facility discharges approximately 87.5 impervious acres of contributing stormwater that flows untreated to the Spokane River through the 30-inch outfall in Rifle Club Road. The project aims to

remove the outfall and treat all stormwater in the basin through bio-infiltration swales with bio-retention soil media (BSM) acting as enhanced treatment. By adding stormwater treatment to the urban Spokane River watershed, this project proposes to provide treatment BMPs that target zinc, TSS, and phosphorus. With a recently removed lift station there is space to add stormwater treatment.

The RECIPIENT will design stormwater treatment BMPs that target TSS, dissolved metals, total phosphorus and hydrocarbons.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

DRAFT

## RECIPIENT INFORMATION

Organization Name: CITY OF SPOKANE

Mailing Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Organization Email: [mpapich@spokanecity.org](mailto:mpapich@spokanecity.org)

### Contacts

<b>Project Manager</b>	Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: <a href="mailto:mpapich@spokanecity.org">mpapich@spokanecity.org</a> Phone: (509) 625-6310
<b>Authorized Signatory</b>	Lisa Brown Mayor  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: <a href="mailto:mayor@spokanecity.org">mayor@spokanecity.org</a> Phone: (509) 625-6310 (509) 343-5760
<b>Billing Contact</b>	LaVonne Martelle Accountant I  44 W Riverside Spokane, Washington Email: <a href="mailto:lmartelle@spokanecity.org">lmartelle@spokanecity.org</a> Phone: (509) 625-7000 (509) 343-5760

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Department of Ecology  
300 Desmond Drive SE  
Lacey, WA 98503

### Contacts

<b>Project Manager</b>	Shilo Sprouse  4601 N. Monroe Spokane, Washington 99205 <a href="mailto:shilo.sprouse@ecy.wa.gov">shilo.sprouse@ecy.wa.gov</a> 509-862-8584
<b>Financial Manager</b>	Joe Kinerk  300 Desmond Dr SE Lacey, Washington 98503 <a href="mailto:joek461@ECY.WA.GOV">joek461@ECY.WA.GOV</a> (360) 742-2875
<b>Technical Advisor</b>	Doug Howie  PO Box 47600 Olympia, Washington 98504-7600 <a href="mailto:douglas.howie@ecy.wa.gov">douglas.howie@ecy.wa.gov</a> 360-870-0983

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

**Washington State Department of Ecology**

**City of Spokane**

\_\_\_\_\_  
Vincent McGowan  
Water Quality  
Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Brown  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional City/County Signatories    Date  
Email Address:



## SCOPE OF WORK

Task Number: 1

Task Cost: \$0

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and an EAGL (Ecology Administration of Grants and Loans) Recipient Close Out Report. In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

\* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Close Out Report.

\* Properly maintained project documentation.

### **Grant and Loan Administration Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Close Out Report (EAGL Form).	
1.3	Two-page Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2

Task Cost: 0

Task Title: Cultural and Environmental Review, and Permitting

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
  2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.
- B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

### **Cultural and Environmental Review, and Permitting Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

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## SCOPE OF WORK

Task Number: 3

Task Cost: 150,000

Task Title: Design Plans and Specifications

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

- A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Document.

- B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

### Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

### **Design Plans and Specifications Deliverables**

Number	Description	Due Date
3.1	Contract documents, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	

3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

**BUDGET** (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).

### Funding Distribution

Funding Title: SFAP  
Funding Type: Grant  
Funding Effective Date: 7/1/2023  
Funding Expiration Date: 6/30/2027  
Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 15%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Indirect Rate: max 30%  
Supporting documentation must be uploaded to EAGL.  
Rate will be indicated in your agreement.

Stormwater Financial Assistance Program	Task Total	Recipient Amount	ECY Amount
1. Grant and Loan Administration			
2. Cultural and Environmental Review, and Permitting			
3. Design Plans and Specifications			
4. Project Close Out			
Total	\$150,000	\$22,500	\$127,500

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
SFAP	15%	\$22,500	\$127,500	\$150,000
Total		\$22,500	\$127,500	\$150,000

Application Budget Worksheet (not for EAGL, but do not delete from this draft document)

**Funding Offer:**

SFAP Grant Offer	SRF Standard Loan Offer	SRF Forgivable Principal Loan Offer	[Other WQC Funding] Offer	Total Funding Offer
\$127,500	\$0	\$0	\$0	\$127,500

**Does the funding offer amount shown in the following forms all match?**

Offer Letter uploaded in EAGL: Yes EAGL Offer Form: Yes Published Offer List: Yes
---

**Was the funding offer less than the amount requested because of ineligible items? Please describe.**

No
----

**Application Budget (copy tasks and amounts from EAGL)**

Task	Budget in App	Notes
1. Grant and Loan Administration	\$0	<b>Application SOW does not follow standard template</b>
2. Design	\$150,000	
3. Environmental and Cultural Resources	\$0	
<b>Total</b>	<b>\$150,000</b>	

**Agreement Budget**

Task	Revised Budget	Notes
1. Grant and Loan Administration	0	
2. Cultural, Environmental Review, and Permitting	0	
3. Design Plans and Specifications	\$150,000	
4. Project Close Out		
<b>Total</b>	<b>\$150,000</b>	

## AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

## SPECIAL TERMS AND CONDITIONS (Updated June 2023)

### SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

**“Administration Charge”** means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

**“Administrative Requirements”** means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

**“Annual Debt Service”** for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

**“Average Annual Debt Service”** means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

**“Accrued Interest”** means the interest incurred as loan funds are disbursed.

**“Acquisition”** means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**“Build American Buy American (BABA)”** means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

**“Bipartisan Infrastructure Law (BIL)”** means funding to improve drinking water, wastewater and stormwater infrastructure.

**“Centennial Clean Water Program”** means the state program funded from various state sources.

**“Contract Documents”** means the contract between the RECIPIENT and the construction contractor for construction of the project.

**“Construction Materials”** means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

**“Cost Effective Analysis”** means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

**“Davis Bacon Prevailing Wage Act”** means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects).



**“Defeasement” or “Defeasance”** means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

**“Effective Date”** means the earliest date on which eligible costs may be incurred.

**“Effective Interest Rate”** means the total interest rate established by Ecology that includes the Administrative Charge.

**“Estimated Loan Amount”** means the initial amount of funds loaned to the RECIPIENT.

**“Estimated Loan Repayment Schedule”** means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

**“Equivalency”** means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

**“Equivalency Project”** means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

**“Expiration Date”** means the latest date on which eligible costs may be incurred.

**“Final Accrued Interest”** means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

**“Final Loan Amount”** means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

**“Final Loan Repayment Schedule”** means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

**“Forgivable Principal”** means the portion of a loan that is not required to be paid back by the borrower.

**“General Obligation Debt”** means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

**“General Obligation Payable from Special Assessments Debt”** means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

**“Gross Revenue”** means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

**“Guidelines”** means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

**“Initiation of Operation Date”** means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

**“Iron and Steel Products”** means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

**“Loan”** means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

**“Loan Amount”** means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

**“Loan Fund”** means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

**“Loan Security”** means the mechanism by which the RECIPIENT pledges to repay the loan.

**“Loan Term”** means the repayment period of the loan.

**“Maintenance and Operation Expense”** means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

**“Manufactured Products”** means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**“Produced in the United States”** means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

**“Net Revenue”** means the Gross Revenue less the Maintenance and Operation Expense.

**“Original Engineer’s Estimate”** means the engineer’s estimate of construction costs included with bid documents.

**“Prevailing Wage”** means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

**“Principal and Interest Account”** means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

**“Project”** means the project described in this agreement.

**“Project Completion Date”** means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

**“Project Schedule”** means that schedule for the project specified in the agreement.

**“Revenue-Secured Debt”** means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

**“Reserve Account”** means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

**“Risk-Based Determination”** means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

**“Scope of Work”** means the tasks and activities constituting the project.

**“Section 319”** means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

**“Senior Lien Obligations”** means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or

issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

**“State Water Pollution Control Revolving Fund (Revolving Fund)”** means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

**“Termination Date”** means the effective date of ECOLOGY’s termination of the agreement.

**“Termination Payment Date”** means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

**“Total Eligible Project Cost”** means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

**“Total Project Cost”** means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

**“Unique Entity Identity Identifier (UEI)”** means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

**“ULID”** means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

**“ULID Assessments”** means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

**“Utility”** means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## **SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.**

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

**Documentation Options:**

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

**d. Real Property Acquisition and Relocation Assistance.**

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

**e. Hazardous Substances.**

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - i. No hazardous substances were found on the site, or
  - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

#### f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### **SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.**

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)

2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

### **SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)**

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface

Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

<https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean 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. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of

a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).



In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

## **SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.**

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings,

hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued

interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

## J. Loan Repayment:

### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the

project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:  
Department of Ecology  
Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

**Certification.** Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

**Q. Sale or Disposition of Funded Utility:** The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY. The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

**R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects:** If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

**S. Termination and Default:**

**Termination and Default Events**

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold



payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>>.

**C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

- As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

## ECOLOGY GENERAL TERMS AND CONDITIONS

### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://apps.ecology.wa.gov/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

\* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.

- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

## 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

## 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.



## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

**c) By Mutual Agreement**

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

**d) In Event of Termination**

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**29. THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

**30. WAIVER**

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

**End of Terms and Conditions**



## Agenda Sheet for City Council:

**Committee:** PIES **Date:** 01/29/2024

**Committee Agenda type:** Consent

**Date Rec'd**

1/30/2024

**Clerk's File #**

OPR 2024-0145

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

INTEGRATED CAPITAL

**Project #**

2018052

**Contact Name/Phone**

MARK PAPICH 625-6310

**Bid #**

**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON

**Agenda Item Name**

4250 – DEPT OF ECOLOGY GRANT CSO BASIN 34

### **Agenda Wording**

Grant agreement number WQC-2024-Spokane-00137 with the Washington State Department of Ecology for CSO Basin 34 (I-90) Stormwater Mitigation/Separation - \$5,015,000 Revenue.

### **Summary (Background)**

The Department of Ecology has awarded the City of Spokane a grant to improve water quality in the Spokane River through installation of subsurface water quality treatment and infiltration facilities. The City will have a 25% match on the grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 5,015,000.00

Current Year Cost \$ 5,015,000.00

Subsequent Year(s) Cost \$

### **Narrative**

There is a 25% match requirement for this grant. These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects with

### **Amount**

### **Budget Account**

Revenue \$ 5,015,000.00

# 4250 98817 99999 33431 14428

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	DAVIS, MARCIA	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

**Distribution List**

	eraea@spokanecity.org
jrhall@spokanecity.org	icmaccounting@spokanecity.org
mdavis@spokanecity.org	mpapich@spokanecity.org
kkeck@spokanecity.org	

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	1/29/2024
<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Mark Papich
<b>Contact Email &amp; Phone</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	<u>Council President Betsy Wilkerson</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Department of Ecology SFAP and Capacity Grant Agreements
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> <li>• Francis/Assembly/Nine Mile Stormwater Facility               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$127,500</li> <li>▪ City Match=15% (\$22,500)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• Five Mile Regional Infiltration Facility Rehab               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$150,000</li> <li>▪ City Match=25% (\$50,000)</li> <li>▪ Project Phase: Design</li> </ul> </li> <li>• CSO Basin 34 (I-90) Stormwater Mitigation/Separation               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$5,015,000</li> <li>▪ City Match=15% (\$885,000)</li> <li>▪ Project Phase: Construction</li> </ul> </li> <li>• Washington Basin Stormwater Study               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Drywell Rehab in Well-head Protection Zones               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$262,500</li> <li>▪ City Match=25% (\$87,500)</li> <li>▪ Project Phase: Planning</li> </ul> </li> <li>• Capacity Grant               <ul style="list-style-type: none"> <li>▪ Total Grant Amount: \$130,000</li> <li>▪ City Match=0%</li> <li>▪ Project Phase: Any permit management activity</li> </ul> </li> </ul>
<b>Fiscal Impact</b>	

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

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

**Narrative:** These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

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

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

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

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

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

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

Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with the City's adopted policies and programs.



## **Agreement WQC-2024-Spokane-00137**

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Spokane

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and the City of Spokane, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

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### **GENERAL INFORMATION**

<b>Project Title:</b>	CSO Basin 34 (I-90) Stormwater Mitigation/Separation Facility
<b>Total Cost:</b>	\$
<b>Total Eligible Cost:</b>	\$ 5,900,000
<b>Ecology Share:</b>	\$ 5,015,000
<b>Recipient Share:</b>	\$ 885,000
<b>The Effective Date of this Agreement is:</b>	7/1/2023
<b>The Expiration Date of this Agreement is no later than:</b>	6/30/2027
<b>Project Type:</b>	Stormwater (Facility)

#### Project Short Description: (500-character limit, includes spaces)

This project will improve water quality in the Spokane River through installation of subsurface water quality treatment and infiltration facilities to separate and treat runoff generated along a segment of mainline Interstate 90 at I-90 and S. Ray St. in the City of Spokane. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus and will also reduce flows to the Spokane River by increasing stormwater infiltration.

#### Project Long Description: (4,000-character limit, includes spaces)

The Spokane River runs for approximately 111 miles from Lake Coeur d' Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake and flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported populations of salmon and currently, it supports salmonid spawning grounds; it is also a popular resource for fishing and recreation. The Spokane River is a Category 5 (303(d))list impaired waterbody for pH, PCBs, metals, and dissolved oxygen DO.



The project will construct stormwater treatment and infiltration facilities for a portion of I-90 within the Spokane City limits near the intersection of S. Ray and I-90. The land use in the area is interstate, light industrial and residential. Ecology has accepted the 90% design for this construction project (Grant WQSWPC-2016-Spokane-00012). This project will divert water from 8.54 acres of I-90 PGIS that currently discharges to the City's combined sewer system, thus reducing the potential for CSOs. This project will install Modular Linear Wetlands and a large infiltration gallery reducing the volume of stormwater and the load of pollutants in the Spokane River. The infiltration facility includes storm chambers and must be registered with Ecology as an UIC. The project is designed to treat the Water Quality Design Storm event and infiltrate runoff up to the 10-year, 24-hour storm. The bypass facility can handle storms up to the 100-year storm.

Overall Goal: (1,000-character limit, includes spaces)

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

## RECIPIENT INFORMATION

Organization Name: CITY OF SPOKANE

Mailing Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Organization Email: [mpapich@spokanecity.org](mailto:mpapich@spokanecity.org)

## Contacts

<b>Project Manager</b>	Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: <a href="mailto:mpapich@spokanecity.org">mpapich@spokanecity.org</a> Phone: (509) 625-6310
<b>Authorized Signatory</b>	Nadine Woodward Mayor  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: <a href="mailto:mayor@spokanecity.org">mayor@spokanecity.org</a> Phone: (509) 625-6310 (509) 343-5760
<b>Billing Contact</b>	LaVonne Martelle Accountant I  44 W Riverside Spokane, Washington Email: <a href="mailto:lmartelle@spokanecity.org">lmartelle@spokanecity.org</a> Phone: (509) 625-7000 (509) 343-5760

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Department of Ecology  
300 Desmond Drive SE  
Lacey, WA 98503

### Contacts

<b>Project Manager</b>	Shilo Sprouse  4601 N. Monroe Spokane, Washington 99205 shilo.sprouse@ecy.wa.gov 509-862-8584
<b>Financial Manager</b>	Joe Kinerk  300 Desmond Dr SE Lacey, Washington 98503 joek461@ECY.WA.GOV (360) 742-2875
<b>Technical Advisor</b>	Doug Howie  PO Box 47600 Olympia, Washington 98504-7600 <a href="mailto:doho461@ecy.wa.gov">doho461@ecy.wa.gov</a> (360) 870-0983

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

**Washington State Department of Ecology**

**Recipient Name**

\_\_\_\_\_  
Vincent McGowan      Date  
Water Quality  
Program Manager

\_\_\_\_\_  
**SIGNATORY NAME**      Date  
**TITLE**

\_\_\_\_\_  
**Additional City/County Signatories**      Date  
Email Address:

## SCOPE OF WORK

Task Number: 1

Task Cost:

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) and Recipient Close Out Report. In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

\* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Close Out Report.

\* Properly maintained project documentation.

### **Grant and Loan Administration Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Close Out Report (EAGL Form).	

## SCOPE OF WORK

Task Number: 2

Task Cost:

Task Title: Cultural and Environmental Review, and Permitting

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
  2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.
- B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

### **Cultural and Environmental Review, and Permitting Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

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## SCOPE OF WORK

Task Number: 3

Task Cost:

Task Title: Design Plans and Specifications

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

- A. The RECIPIENT will upload the previously accepted Design Report, 90% package and responses to Ecology comments.
- B. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

### Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

### **Design Plans and Specifications Deliverables**

Number	Description	Due Date
3.1	Contract documents, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	



3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Final Bid Package. Upload to EAGL and notify ECOLOGY.	
3.9	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY.	
3.10	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.11	Bid Documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY.	

## SCOPE OF WORK

Task Number: 4

Task Cost:

Task Title: Construction Management

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

### Construction Management Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	

## SCOPE OF WORK

Task Number: 5

Task Cost:

Task Title: Construction

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of Modular Linear Wetlands and a large infiltration gallery to mitigate runoff from approximately 8.54 acres of pollution-generating impervious surfaces (PGIS).
- B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus and will also reduce flows to the Spokane River by increasing stormwater infiltration.

**Construction Deliverables**

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY.	

## SCOPE OF WORK

Task Number: 6

Task Cost:

Task Title: Project Close Out

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- B. The RECIPIENT will submit a final GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- C. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- D. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.
- E. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Stormwater Deliverables Document. Include a table showing the final equivalent new/re-development area compared to the area provided in the ECOLOGY-accepted Design Report.

### Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

### Task Expected Outcome:

\* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.

\* Proper maintenance of the constructed facility to maintain water quality benefits.

### **Project Closeout Deliverables**

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.2	Project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	
6.4	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY.	

**BUDGET** (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).

### Funding Distribution

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 7/1/2023

Funding Expiration Date: 6/30/2027

Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 15%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Indirect Rate: max 30%

Supporting documentation must be uploaded to EAGL.

Rate will be indicated in your agreement.

Stormwater Financial Assistance Program	Task Total	Recipient Amount	ECY Amount
1. Grant and Loan Administration			
2. Cultural and Environmental Review, and Permitting			
3. Design Plans and Specifications			
4. Construction Management			
5. Construction			
6. Project Close Out			
Total	\$5,900,000	\$5,015,000	\$885,000

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
SFAP	15%	\$885,000	\$5,015,000	\$5,900,000
Total		\$885,000	\$5,015,000	\$5,900,000

## Application Budget Worksheet (not for EAGL, but do not delete from this draft document)

### Funding Offer:

SFAP Grant Offer	SRF Standard Loan Offer	SRF Forgivable Principal Loan Offer	[Other WQC Funding] Offer	Total Funding Offer
\$5,015,000	\$0	\$0	\$0	\$5,015,000

### Does the funding offer amount shown in the following forms all match?

Offer Letter uploaded in EAGL: Yes  
 EAGL Offer Form: Yes  
 Published Offer List: Yes

### Was the funding offer less than the amount requested because of ineligible items? Please describe.

No

### Application Budget (copy tasks and amounts from EAGL)

Task	Budget in App	Notes
1. Grant and Loan Administration	\$0	<b>Application SOW does not follow standard template</b>
2. Construction Management	\$800,000	
3. Construction	\$5,100,000	
4. Project Close Out	\$0	
5. Cultural and Environmental Reviews, and Permitting	\$0	
<b>Total</b>	<b>\$5,900,000</b>	

### Agreement Budget

Task	Revised Budget	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
<b>Total</b>	<b>\$5,900,000</b>	

## **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

## **SPECIAL TERMS AND CONDITIONS**

### **SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.



“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## **SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.**

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

### **Documentation Options:**

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs,

acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### **SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.**

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

#### **SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.**

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization’s information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT

may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

## **SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.**

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution

4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)

5. CWSRF Federal Reporting Information form available in EAGL

6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)

8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT'S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see [www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitle1-chap11.pdf](http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitle1-chap11.pdf)).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.



H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

#### J. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

#### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

#### S. Termination and Default:

##### Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

##### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien

Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **ECOLOGY GENERAL TERMS AND CONDITIONS**

### **1. ADMINISTRATIVE REQUIREMENTS**

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://apps.ecology.wa.gov/publications/SummaryPages/1701004.html>)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all sub grantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by sub grantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

## 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

## 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

## 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.

- Discuss the IDP with staff, volunteers, and contractors working at the project site.

- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.



i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

## 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

## 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

### 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

### 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

### 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

### 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

### 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

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

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products. For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

#### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

#### d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.





## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 02/05/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/6/2024

**Clerk's File #**

OPR 2024-0147

**Renews #**

**Cross Ref #**

ORD C36493

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

FIRE

**Project #**

**Contact Name/Phone**

DEPUTY CHIEF (509)625-7005

**Bid #**

**Contact E-Mail**

IDAHL@SPOKANCITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON MCATHCART BWILKERSON

**Agenda Item Name**

1970 EMS - CWDG GRANT ACCEPTANCE

### **Agenda Wording**

Approval to accept the Community Wildfire Defense Grant to be used on mitigation measures and other actions to reduce wildfire risk.

### **Summary (Background)**

The Community Wildfire Defense Grant was created to assist at-risk local communities with planning for and mitigating the risk of wildfire. Spokane is at-risk from wildfire as noted in the County Wildfire Protection Plan, with a very mixed wildland-urban interface with thousands of homes at-risk of wildfire. This grant is for thinning, pruning and disposal by chipping, masticating or burning of small diameter trees under 8 inches at chest height, commonly know as Fuels Reduction.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget?

Total Cost

\$ 1,878,000

Current Year Cost

\$ 365,600

Subsequent Year(s) Cost

\$ 1,502,400

### **Narrative**

\$1,878,000 grant award with a 25% match required (\$375,000) over a period of 5 years. The City has commitments from Avista Utilities (\$125,000 over 5 yrs) and Conservation Futures (\$50,000). Spokane Parks & Rec has committed \$50,000 for 2024 & 2025.

### **Amount**

### **Budget Account**

Revenue

\$ 1,503,000

# 1440-93546-99999-33399-99999

Expense

\$ 1,500,000

# 1440-93546-22200-54201-99999

Expense

\$ 3,000

# 1440-93546-22200-53502-99999

Revenue

\$ 25,000

# 1970-93546-99999-34221-99999

\$

#

\$

#



## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	February 5, 2024
<b>Submitting Department</b>	Fire
<b>Contact Name</b>	Deputy Chief Lance Dahl
<b>Contact Email &amp; Phone</b>	<a href="mailto:ldahl@spokanecity.org">ldahl@spokanecity.org</a> & 509-625-7005
<b>Council Sponsor(s)</b>	<u>Dillon, Cathcart, &amp; Wilkerson</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10min
<b>Agenda Item Name</b>	SBO - CWDG Grant Acceptance
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Community Wildfire Defense Grant (CWDG) was created to assist at-risk local communities with planning for and mitigating the risk of wildfire. The award will be used on mitigation measures and other actions to reduce wildfire risk. We are a city and community that is at-risk from wildfire, as noted in the County Wildfire Protection Plan (CWPP). Spokane County 7 &amp; Spokane City has a very mixed wildland-urban interface with thousands of homes at-risk of wildfire. In the Washington State Wildland Fire Protection 10-year strategic plan, Spokane is ranked fourth highest at-risk for wildland fires out of the top 25 at-risk areas in Washington State, and has the most significant number of housing units exposed to a wildland fire (WA DNR, 10-year plan, pg.34).</p> <p>This grant will pay for thinning, pruning and disposal by chipping, masticating or burning of small diameter trees under 8 inches at chest height, commonly known as Fuels Reduction. This thinning does two things: 1) reduces the risk of catastrophic wildfire by reducing fuels to burn and 2) increases forest health and resilience against insect attack.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,878,000</u> Current year cost: \$375,600 Subsequent year(s) cost: \$1,502,400  <b>Narrative:</b> <u>Grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. Period of performance 12/08/2023 through 12/08/2028. ALN #10.720. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 yrs) and Conservation Futures (\$50,000). Furthermore, Spokane Parks &amp; Rec has committed \$50,000 for years 2024 &amp; 2025. These funds will be used towards the 25% match requirement.</u>  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is a single-year application and grant award. The Spokane Fire Department did apply for the 2024 CWDG; this will be awarded sometime in April. In the second round, we asked for a waiver of the match based on Spokane's lower economic status as compared to the national average.	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	

Other budget impacts: \$375,000 match with the first two years paid by Avista and Parks & Rec. Years 3-5 match to be paid by SFD.

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

What impacts would the proposal have on historically excluded communities?

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the fuels reduction treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent.

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 Grant follows the Spokane County Wildfire Protection plan and will help make the City of Spokane more resilient to the wildland fire threat.



**Federal General Grant with**

**City of Spokane, Spokane Fire Department**

**through**

Washington State Department of Natural Resources, Wildland Fire Division

**Grant Number:**

**24-DG-11062752-045**

**For**

**Fuels Reduction**

**Dated:** Wednesday, January 10, 2024



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## Face Sheet

Grant Number: 24-DG-11062752-045

City of Spokane, Spokane Fire Department  
Community Wildfire Defense Grant

☒ Subrecipient☐ Contractor

<b>1. Grantee</b> City of Spokane 808 W SPOKANE FALLS BLVD Spokane, WA 99201 Spokane County		<b>2. Grantee Doing Business As (as applicable)</b> City of Spokane Fire Department 44 W Riverside Ave Spokane, WA 99201 Spokane County	
<b>3. Grantee Representative</b> Lance Dahl Deputy Chief 509-625-7005 509-625-7006 idahl@spokanecity.org		<b>4. WA DNR Representative</b> Guy Gifford Assistant Division Manager 509-990-6218 1111 Washington St Se Olympia, WA 98504 1111 Washington St Se Olympia, WA 98504	
<b>5. Grant Amount</b> \$1,928,000	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input checked="" type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 12/08/2023	<b>8. End Date</b> 12/08/2028
<b>9. Federal Funds (as applicable)</b> \$1,503,000	<b>Federal Agency:</b> USDA Forest Service	<b>ALN</b> 10.720	<b>Indirect Rate</b> \$0.00
<b>10. Tax ID #</b> 91-6001280	<b>11. SWV #</b> SWV0003387	<b>12. UBI #</b> 328-013-877	<b>13. UEI #</b> GD91CAKU2JP1
<b>14. Grant Purpose</b> Fuels Reduction			
WA DNR, defined as the Department of Natural resources, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
<b>FOR GRANTEE</b>  _____ Print Name, Title  _____ Signature  _____ Date		<b>FOR WA DNR</b>  _____ George Geissler, State Forester  _____ Date	





## **Special Terms and Conditions**

### **1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: 12/08/2023

Federal Award Identification Number (FAIN): 24-DG-11062752-045

Total amount of the federal award: \$1,503,000

Awarding official: Kristen Bowles 541-383-5543

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. 24-DG-11062752-045 awarded by USDA Forest Service. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the USDA Forest Service. Grant funds are administered by the Wildfire Management Division, Washington State Department of WA DNR."

### **2. GRANT MANAGEMENT**

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

The Representative for WA DNR and their contact information are identified on the Face Sheet of this Grant.

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

### **3. COMPENSATION**

WA DNR shall pay an amount not to exceed \$1,503,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

### **4. BILLING PROCEDURES AND PAYMENT**

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

The invoices shall describe and document, to WA DNR's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 24-DG-11062752-045. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by WA DNR within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

Invoices and End of Fiscal Year



Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and WA DNR will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

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

### **5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide WA DNR thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to WA DNR within fifteen (15) calendar days of the Grant start date OR a written request by WA DNR, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at WA DNR's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that WA DNR will be provided thirty (30) days' advance written notice of cancellation.



The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name WA DNR as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

## **7. FRAUD AND OTHER LOSS REPORTING**

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

## **8. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet



## **General Terms and Conditions**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "WA DNR" or "Department" shall mean the Washington Department of WA DNR.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between WA DNR and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to WA DNR, the Joint Legislative Audit and Review Committee, and the Office of the State



Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by WA DNR.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 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 telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of WA DNR.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

**9. AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

**A.** Submit to WA DNR the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

**B.** Submit to WA DNR follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify WA DNR they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

**A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:



- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, 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 or private agreement or 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;
  - iii. 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 federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WA DNR.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Grantee certifies, by signing this Grant 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.
  - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact WA DNR for assistance in obtaining a copy of these regulations.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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



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

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of WA DNR or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide WA DNR with its policies and procedures on confidentiality. WA DNR may require changes to such policies and procedures as they apply to this Grant whenever WA DNR reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by WA DNR. Upon request, the Grantee shall immediately return to WA DNR any Confidential Information that WA DNR reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify WA DNR within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, WA DNR may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by WA DNR that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

Specific restrictions apply to Granting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subgrantee(s) must identify any person employed in any capacity by the state of Washington that worked with the WA DNR program executing this Grant, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding Grants, and monitoring Grant, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by WA DNR that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, WA DNR shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of WA DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which WA DNR makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

## **13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by WA DNR. WA DNR shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to WA DNR effective from the moment of creation of such Materials.





"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to WA DNR a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to WA DNR.

The Grantee shall exert all reasonable effort to advise WA DNR, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide WA DNR with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. WA DNR shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

#### **14. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of WA DNR, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **15. DUPLICATE PAYMENT**

WA DNR shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

#### **16. GOVERNING LAW AND VENUE**

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





## 17. **HARASSMENT**

Grantee shall have access to DNR's Policies:

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Grantee hereby has access to DNR Policy PO01-052 Sexual harassment, linked below:

[https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

DNR's Policy PO01-051 Safe and Respectful workplace, linked below, outlines DNR's commitment and the expectation of the Grantee:

[www.dnr.wa.gov/publications/em\\_safe\\_respectful\\_workplace\\_policy.pdf](http://www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf)

DNR's Policy PO01-037 Harassment prevention, linked below, outlines DNR's commitment and the expectation of the Grantee:

[www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf)

## 18. **INDEMNIFICATION**

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, WA DNR, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subgrantees, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## 19. **INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or WA DNR. The Grantee will not hold itself out as or claim to be an officer or employee of WA DNR or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## 20. **INDIRECT COSTS**

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.



## **21. INDUSTRIAL INSURANCE COVERAGE**

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WA DNR may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. WA DNR may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by WA DNR under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## **22. LAWS**

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

## **23. LICENSING, ACCREDITATION AND REGISTRATION**

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

## **24. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's 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 Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

## **25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with WA DNR. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

## **26. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.



- ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **27. POLITICAL ACTIVITIES**

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **28. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
  - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii. Positive efforts shall be made to use small and minority-owned businesses.
  - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v. Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii. Procurement records and files for purchases shall include all of the following:
    - 1) Grantee selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D. Grantee and Subgrantee must receive prior approval from WA DNR for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.



Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

**29. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or WA DNR's name is mentioned, or language used from which the connection with the state of Washington's or WA DNR's name may reasonably be inferred or implied, without the prior written consent of WA DNR.

**30. RECAPTURE**

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

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by WA DNR. In the alternative, WA DNR may recapture such funds from payments due under this Grant.

**31. RECORDS MAINTENANCE**

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**32. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**33. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to WA DNR, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**34. SAVINGS**

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

**35. SEVERABILITY**

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



### **36. SITE SECURITY**

While on WA DNR premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

### **37. SUBGRANTING**

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of WA DNR.

If WA DNR approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, WA DNR in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

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

Every subgrant shall include a term that WA DNR and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

### **38. SURVIVAL**

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

### **39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

### **40. TERMINATION FOR CAUSE**

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

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

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

The rights and remedies of WA DNR provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.



#### **41. TERMINATION FOR CONVENIENCE**

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

#### **42. TERMINATION PROCEDURES**

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

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

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

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

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



#### **43. TREATMENT OF ASSETS**

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

- A.** Any property of WA DNR furnished to the Grantee shall, unless otherwise provided herein or approved by WA DNR, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of WA DNR that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any WA DNR property is lost, destroyed or damaged, the Grantee shall immediately notify WA DNR and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to WA DNR all property of WA DNR prior to settlement upon completion, termination or cancellation of this Grant.
- E.** All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

#### **44. WAIVER**

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





## **Attachment A: Scope of Work**

<b>CWDG Award</b>			
<b>Scope of Work and Budget Summary</b>			
The following is a Summary Table from <b>Spokane Fire Department FY 2022</b> CWDG application. The information is a summary of the Project Budget Explanation and Accomplishments questions.			
<b>Project Purpose:</b> The City of Spokane Fire Department seeks to address fuels reduction on City owned properties and adjacent private or Municipal-owned properties.			
<b>Task</b>	<b>Deliverable</b>	<b>Estimated Completion Date</b>	<b>Estimated Cost</b>
1) Project Administration and Management	n/a	Year 5	
2) Supplies (Single items with a cost of <b>less</b> than \$5,000 per item): Supply purchases include ribbon to flag units and other Firewise printable materials.	n/a	Year 5	\$3,000
5) Fuel Reduction Treatment: contractual budget money will be spent directly on hazardous fuels mitigation by thinning, pruning, chipping, masticating and burning on approximately 1000 acres of forested ground. This will take place in the next five years.	1000 Acres	Year 5	\$1,500,000
<b>Grand total</b>			<b>\$1,503,000</b>





## **Attachment B: Budget**

9	<b>Applicant Budget [WA]</b>			
	<b>Grant</b>	<b>Match</b>		<b>TOTAL</b>
	<b>Funds Requested</b>	<b>Applicant</b>	<b>Non-Federal Contributors</b>	<b>Total Project Cost</b>
	<b>Personnel / Labor:</b>		\$50,000	\$50,000
	<b>Fringe Benefits:</b>			
	<b>Travel:</b>			
	<b>Equipment:</b>			
	<b>Supplies:</b>	\$3,000		\$3,000
	<b>Contractual:</b>	\$1,500,000	\$375,000	\$1,875,000
	<b>Other:</b>			
	<b>Indirect Costs:</b>			
	<b>TOTAL:</b>	<b>\$1,503,000</b>	<b>\$375,000</b>	<b>\$1,928,000</b>

\$1,875,000 of the contractual budget money will be spent directly on hazardous fuels mitigation by thinning, pruning, chipping, masticating, and burning on approximately 1000 acres of forested ground. This will take place in the next five years.

Supply purchases include ribbon to flag units and other Firewise printable materials.

The personal/contract management costs of \$50,000 from the City of Spokane Wildland Resource Planner will not be counted towards the 25% match, but it will be accounted for as a line item toward total grant budgeting.

Grant funds are exercised at a 75/25% match for all City-owned properties. Any private ownership will be treated with a 50/50% match so as not to compete with the local WA DNR Service Forestry Cost Share program. The City of Spokane and Avista Utilities will match the grant with money, paid directly to the contractor for work completed. Non-federal match that will not count toward the City's portion of the match is the forester's wage for contract administration, compliance, and vehicle mileage, City Grant office administration.



## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 02/05/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/6/2024

**Clerk's File #**

ORD C36493

**Renews #**

**Cross Ref #**

OPR 2024-0147

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

FIRE

**Contact Name/Phone**

DEPUTY CHIEF (509)625-7005

**Contact E-Mail**

IDAHL@SPOKANCITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

PDILLON MCATHCART BWILKERSON

**Agenda Item Name**

1970 EMS SBO - CWDG GRANT ACCEPTANCE

### **Agenda Wording**

Approval to accept the Community Wildfire Defense Grant to be used on mitigation measures and other actions to reduce wildfire risk.

### **Summary (Background)**

The Community Wildfire Defense Grant was created to assist at-risk local communities with planning for and mitigating the risk of wildfire. Spokane is at-risk from wildfire as noted in the County Wildfire Protection Plan, with a very mixed wildland-urban interface with thousands of homes at-risk of wildfire. This grant is for thinning, pruning and disposal by chipping, masticating or burning of small diameter trees under 8 inches at chest height, commonly know as Fuels Reduction.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget?

Total Cost

\$ 1,878,000

Current Year Cost

\$ 365,600

Subsequent Year(s) Cost

\$ 1,502,400

### **Narrative**

\$1,878,000 grant award with a 25% match required (\$375,000) over a period of 5 years. The City has committments from Avista Utilities (\$125,000 over 5 yrs) and Conservation Futures (\$50,000). Spokane Parks & Rec has committed \$50,000 for 2024 & 2025.

### **Amount**

### **Budget Account**

Revenue

\$ 1,503,000

# 1440-93546-99999-33399-99999

Expense

\$ 1,500,000

# 1440-93546-22200-54201-99999

Expense

\$ 3,000

# 1440-93546-22200-53502-99999

Revenue

\$ 25,000

# 1970-93546-99999-34221-99999

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	O'BERG, JULIE	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	O'BERG, JULIE	<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE
<b><u>Accounting Manager</u></b>	SCHMITT, KEVIN		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Guy Gifford (guy.gifford@dnr.wa.gov)		SFD Accounting (sfdaccounting@spokanecity.org)	
Kevin Schmitt (kschmitt@spokanecity.ord)		Lance Dahl (idahl@spokanecity.org)	
Nick Jeffries (njeffries@spokanecity.org)		Sue Raymon (sraymon@spokanecity.org)	

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	February 5, 2024
<b>Submitting Department</b>	Fire
<b>Contact Name</b>	Deputy Chief Lance Dahl
<b>Contact Email &amp; Phone</b>	<a href="mailto:ldahl@spokanecity.org">ldahl@spokanecity.org</a> & 509-625-7005
<b>Council Sponsor(s)</b>	<u>Dillon, Cathcart, &amp; Wilkerson</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10min
<b>Agenda Item Name</b>	SBO - CWDG Grant Acceptance
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Community Wildfire Defense Grant (CWDG) was created to assist at-risk local communities with planning for and mitigating the risk of wildfire. The award will be used on mitigation measures and other actions to reduce wildfire risk. We are a city and community that is at-risk from wildfire, as noted in the County Wildfire Protection Plan (CWPP). Spokane County 7 &amp; Spokane City has a very mixed wildland-urban interface with thousands of homes at-risk of wildfire. In the Washington State Wildland Fire Protection 10-year strategic plan, Spokane is ranked fourth highest at-risk for wildland fires out of the top 25 at-risk areas in Washington State, and has the most significant number of housing units exposed to a wildland fire (WA DNR, 10-year plan, pg.34).</p> <p>This grant will pay for thinning, pruning and disposal by chipping, masticating or burning of small diameter trees under 8 inches at chest height, commonly known as Fuels Reduction. This thinning does two things: 1) reduces the risk of catastrophic wildfire by reducing fuels to burn and 2) increases forest health and resilience against insect attack.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,878,000</u> Current year cost: \$375,600 Subsequent year(s) cost: \$1,502,400  <b>Narrative:</b> <u>Grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. Period of performance 12/08/2023 through 12/08/2028. ALN #10.720. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 yrs) and Conservation Futures (\$50,000). Furthermore, Spokane Parks &amp; Rec has committed \$50,000 for years 2024 &amp; 2025. These funds will be used towards the 25% match requirement.</u>  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This is a single-year application and grant award. The Spokane Fire Department did apply for the 2024 CWDG; this will be awarded sometime in April. In the second round, we asked for a waiver of the match based on Spokane's lower economic status as compared to the national average.	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	

Other budget impacts: \$375,000 match with the first two years paid by Avista and Parks & Rec. Years 3-5 match to be paid by SFD.

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

What impacts would the proposal have on historically excluded communities?

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the fuels reduction treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent.

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 Grant follows the Spokane County Wildfire Protection plan and will help make the City of Spokane more resilient to the wildland fire threat.

ORDINANCE NO C36493

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Fire Grants Misc Fund and the Fire/EMS Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$1,503,000.
  - A) Of the increased revenue, \$1,503,000 is provided solely for grant reimbursement revenue from the Department of Natural Resources.
- 2) Increase appropriation by \$1,503,000.
  - A) Of the increased appropriation, \$1,500,000 is provided solely for contractual services.
  - B) Of the increased appropriation, \$3,000 is provided solely for supplies/equipment.

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

- 1) Increase revenue by \$75,000.
  - A) Of the increased revenue, \$25,000 is provided solely for fire protection and ems.
  - B) Of the increased revenue, \$50,000 is provided solely as interfund other general government services.
- 2) Increase appropriation by \$75,000.
  - A) Of the increased appropriation, \$75,000 is provided solely for contractual services.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the award and acceptance of the Dept. of Natural Resources' Community Wildfire Defense Grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



## Agenda Sheet for City Council:

**Committee:** Public Safety **Date:** 02/05/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/6/2024

**Clerk's File #**

ORD C36494

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

ACCOUNTING

**Project #**

**Contact Name/Phone**

MICHELLE 625-6320

**Bid #**

**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON PDILLON

**Agenda Item Name**

5600 - SBO - ARPA ALLOCATION FOR POLICE CAPITAL VEHICLES

### **Agenda Wording**

The City Council ARPA sub-committees recommend allocating ARPA funding towards Police Capital for Vehicles.

### **Summary (Background)**

Special Budget Ordinance to be briefed based upon discussion through the City Council ARPA sub-committee's recommendation to allocate ARPA funding towards Police Capital for Vehicles.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 3,128,000

Current Year Cost \$ 3,128,000

Subsequent Year(s) Cost \$ 0

### **Narrative**

One time ARPA funding of \$3,128,000 toward police vehicles

### **Amount**

### **Budget Account**

Expense \$ 3,128,000

# 1425-88155-97186-97332-99999

Revenue \$ 3,128,000

# 5902-98868-97102-80101-99999

Expense \$ 3,128,000

# 5902-98868-97102-80101-9999

Revenue \$ 3,128,000

# 0020-98868-99999-99714-99999

\$

#

\$

#





## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	MURRAY, MICHELLE	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	STRATTON, JESSICA		
<b><u>Accounting Manager</u></b>	MURRAY, MICHELLE		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

## Distribution List

[illegible]

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	2/5/2024
<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Matt Boston or Michelle Murray
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a> or <a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a> 509-625-6320
<b>Council Sponsor(s)</b>	CP Wilkerson , CM Dillon
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 min
<b>Agenda Item Name</b>	SBO - ARPA Allocation for Police Capital Vehicles
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Special Budget Ordinance to be briefed based upon discussion through the City Council ARPA sub-committee's recommendation to allocate ARPA funding towards Police Capital for Vehicles.

**Fiscal Impact**

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

Total Cost: \$3,128,000

Current year cost: \$3,128,000

Subsequent year(s) cost: \$0

**Narrative:** One time ARPA funding of \$3,128,000 toward police vehicles.

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

Specify funding source: Grant

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

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

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

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

- What impacts would the proposal have on historically excluded communities?  
There is no direct impact to 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?  
Data will not be collected on existing disparities.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Data will not be collected as it is a one time purchase for police vehicles.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This aligns with the budget principles of spending one time monies on one time purchases of police vehicle needs.

**Council Subcommittee Review**

- ARPA Sub-committee on 2/1/2024

## ORDINANCE NO C36494

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, the Property Acquisition Police Fund and the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Reallocate the appropriation of \$3,128,000 that was previously allocated for the purpose of the Municipal Court Justice Building.
- A) Of the reallocated appropriation, \$3,128,000 is provided solely for an operating transfer-out to the Property Acquisition Police Fund for police vehicle purchase.

Section 2. That in the budget of Property Acquisition Police Fund and the budget annexed there to with reference to the Fund, the following changes to be made;

- 1) Increase revenue by \$3,128,000.
- A) Of the increased revenue, \$3,128,000 is provided solely as an operating transfer-in from the American Rescue Plan Fund.
- 2) Increase appropriation by \$3,128,000.
- A) Of the increased appropriation, \$3,128,000 is provided solely for an operating transfer-out to the General Fund

Section 3. That in the budget of the General Fund and the budget annexed there to with reference to the Fund, the following changes to be made;

- 1) Increase revenue by \$3,128,000.
- A) Of the increased revenue, \$3,128,000 is provided solely as an operating transfer-in from the Property Acquisition Police Fund.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation authority to fund police capital for vehicles, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



## Agenda Sheet for City Council:

**Committee:** Finance & Administration **Date:** 01/22/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/6/2024

**Clerk's File #**

ORD C36495

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

MUNICIPAL COURT

**Project #**

**Contact Name/Phone**

SARAH 509-309-6948

**Bid #**

**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

BWILKERSON ZZAPPONE

**Agenda Item Name**

0560-MUNICIPAL COURT-SBO AWARD FROM SMITH-BARBIERI PROGRESSIVE

### **Agenda Wording**

Spokane Municipal Court is the recipient of an award from the Smith-Barbieri Progressive Fund in the total amount of \$25,000 to be utilized court-wide to provide basic need and other service assistance.

### **Summary (Background)**

The Smith-Barbieri Progressive Fund will purchase \$5,000 worth of bus passes at a 50% discount and provide to Municipal Court. The remaining \$20,000 will be allocated to Municipal Court to provide warm and cool clothing, personal services such as haircuts, ID needs, and housing assistance.

Lease? NO

Grant related? YES

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 20,000

Current Year Cost \$ 20,000

Subsequent Year(s) Cost \$ 0

### **Narrative**

No match required. This is a one-time award with no positions attached.

### **Amount**

### **Budget Account**

Revenue \$ 20,000

# 1360-91221-99999-36711-99999

Expense \$ 3,000

# 1360-91221-12510-53201-99999

Expense \$ 3,000

# 1360-91221-12510-53202-99999

Expense \$ 14,000

# 1360-91221-12510-54999-99999

\$

#

\$

#



## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	DELANEY, HOWARD	<u>MANAGEMENT &amp;</u>	STRATTON, JESSICA
<u>Division Director</u>	LOGAN, MARY	<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PICCOLO, MIKE		

hdelaney@spokanecity.org	sthompson@spokanecity.org
aharte@spokanecity.org	kbustos@spokanecity.org
ddaniels@spokanecity.org	shenry@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Committee Date</b>	January 22, 2023
<b>Submitting Department</b>	Spokane Municipal Court
<b>Contact Name</b>	Sarah Thompson
<b>Contact Email &amp; Phone</b>	<a href="mailto:sthompson@spokanecity.org">sthompson@spokanecity.org</a> 509-309-6948
<b>Council Sponsor(s)</b>	<u>CP Wilkerson and CM Zappone</u>
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Smith-Barbieri Progressive Fund awards Municipal Court \$25,000.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Spokane Municipal Court is the recipient of an award from the Smith-Barbieri Progressive Fund in the total amount of \$25,000 to be utilized court wide to provide basic need and other service assistance.</p> <p>The Smith-Barbieri Progressive Fund will purchase \$5,000 worth of bus passes at a 50% discount and provide to Municipal Court. The remaining \$20,000 will be allocated to Municipal Court.</p> <p>Municipal Court serves those with offenses committed within the city limits including people with disabilities, or previously incarcerated, or unhoused, etc. The participants of Municipal Court often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, obtain disability or find employment, and become productive members of the community. The funding award will enhance the services available to those in need.</p> <ul style="list-style-type: none"> <li>Funding to provide jackets, blankets, and other warming items (ie. pocket hand warmers, gloves, socks, hats, scarfs, etc.) to participants for the winter. Funding to provide shorts, t-shirts, cooling neck wraps, water bottles, and other cooling items for the summer. Additionally, underwear and bras are often overlooked as a necessity along with backpacks. Anticipated funding for clothing and supplies is \$6,000.</li> <li>Funding to assist with basic needs (haircuts, eyeglasses, and laundry services). Anticipated funding for basic needs is \$5,000.</li> <li>Funding to assist with replacing state identification. A replacement state identification is \$20. Anticipated funding for state identification is \$4,000.</li> <li>Funding to assist with housing either application fees for an apartment, or deposit for transitional living such as Oxford Housing, or beds at treatment facilities, or for deposits on independent living. Assisting with the financial barrier of immediate housing allows persons to focus on treatment services without jeopardizing treatment over employment for survival. Anticipated funding for housing assistance is \$5,000.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$20,000</u> Current year cost: \$20,000	



Subsequent year(s) cost:

**Narrative:** No positions to be funded utilizing this award. There are no match requirements.

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

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? No

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

Other budget impacts: (revenue generating, match requirements, etc.) No impacts to budget.

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

What impacts would the proposal have on historically excluded communities?

Spokane Municipal Court does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status.

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?

Municipal Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the court or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with stakeholders.

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?

Municipal Court will utilize the funding to provide necessary basic needs to assist in reducing criminogenic needs and barriers which are a critical element of the City's criminal justice reform efforts.

ORDINANCE NO C36495

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$20,000.
  - A) Of the increased revenue, \$20,000 is provided solely for receipt of award from the Smith-Barbieri Progressive Fund on behalf of Municipal Court.
- 2) Increase appropriation by \$20,000.
  - A) Of the increased appropriation, \$3,000 is provided solely for operating supplies.
  - B) Of the increased appropriation, \$3,000 is provided solely for clothing.
  - C) Of the increased appropriation, \$14,000 is provided solely for miscellaneous services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to take receipt of the Smith-Barbieri Progressive Fund award and execute the award as intended, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/1/2024

**Clerk's File #**

ORD C36496

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

DEVELOPMENT SERVICES CENTER

**Project #**

**Contact Name/Phone**

TAMI 6157

**Bid #**

**Contact E-Mail**

TPALMQUIST@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

ZZAPPONE JBINGLE KKLITZKE

**Agenda Item Name**

4700 – SBO – ADDING PLAN EXAMINER TO DSC BUDGET

### **Agenda Wording**

This SBO adds an additional building Plan Examiner position in the Development Services Center by utilizing unappropriated fund balance dollars in the 2024 DSC budget. The DSC is an Enterprise Fund and does not impact the General Fund.

### **Summary (Background)**

In 2023, the number of total permits processed, combined with 2021 and 2022, set all-time records for a three-year stretch. This was accomplished without adding staff but is not sustainable long term at our current staffing levels. Additional staff will support our ability to maintain and ideally improve our current pledge dates which have unfortunately been increasing with the growing volume of permits that are being submitted for review.

Lease? NO Grant related? NO Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ Prevailing Wages

Current Year Cost \$ 89,876

Subsequent Year(s) Cost \$ 102,715

### **Narrative**

This SBO adds an additional building Plan Examiner position in the Development Services Center by utilizing unappropriated fund balance dollars from DSC.

### **Amount**

### **Budget Account**

Expense \$ 63,480.00 # 4700-41400-58500-51001-99999

Expense \$ 9,897.00 # 4700-41400-58500-52110-99999

Expense \$ 16,499.00 # 4700-41400-58500-52210-99999

Select \$ #

Select \$ #

Select \$ #



## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Looking at 2023, four residential building permit records were broken while attempting to help address the need for more housing in Spokane. Those records include: • total residential units permitted in a year - 1,340; • multi-family units permitted in a year (not including conversions) - 984 (94 percent increase over 2022's 506); • total residential units permitted in a month - 358 (August); and • multi-family units permitted in a month - 324 (August).

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	PALMQUIST, TAMI	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	MACDONALD, STEVEN		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

## **Distribution List**

[illegible]

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	February 12, 2024
<b>Submitting Department</b>	Development Services Center
<b>Contact Name</b>	Tami Palmquist
<b>Contact Email &amp; Phone</b>	<a href="mailto:tpalmquist@spokanecity.org">tpalmquist@spokanecity.org</a> 625-6157
<b>Council Sponsor(s)</b>	Chair - Zack Zappone, Vice-Chairs - Jonathan Bingle, Kitty Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min.
<b>Agenda Item Name</b>	4700 – SBO – Adding Plan Examiner to DSC Budget
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>This SBO adds an additional building Plan Examiner position in the Development Services Center by utilizing unappropriated fund balance dollars in the 2024 DSC budget. The DSC is an Enterprise Fund and does not impact the General Fund.</p> <p>In 2023, the number of total permits processed, combined with 2021 and 2022, set all-time records for a three-year stretch. This was accomplished without adding staff but is not sustainable long term at our current staffing levels. Additional staff will support our ability to maintain and ideally improve our current pledge dates which have unfortunately been increasing with the growing volume of permits that are being submitted for review. Looking at 2023, four residential building permit records were broken while attempting to help address the need for more housing in Spokane.</p> <p>Those records include:</p> <ul style="list-style-type: none"> <li>total residential units permitted in a year – 1,340;</li> <li>multi-family units permitted in a year (not including conversions) – 984 (94 percent increase over 2022's 506);</li> <li>total residential units permitted in a month – 358 (August); and</li> <li>multi-family units permitted in a month – 324 (August).</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>prevailing wages</u> Current year cost: \$89,876 Subsequent year(s) cost: \$102,715  <b>Narrative:</b> This SBO adds an additional building Plan Examiner position in the Development Services Center by utilizing unappropriated fund balance dollars from DSC.  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? Next year this position will be incorporated in the 2025 DSC budget.  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.) This position is revenue generating through plan review fees.	

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

- What impacts would the proposal have on historically excluded communities?  
This position will review building permit applications from the entire City, there should be no impact.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
Data is not collected on disparities. Data pertaining to plan review timelines will be analyzed.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
We are able to track the number of plan reviews each position processes in our permit system Accela. The DSC also tracks the review timelines for various permit types manually as this is not tracked in Accela. With the implementation of a new permit system the requirement will be that this is all tracked within the permit system in the future.
- 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?  
When an application is submitted to the DSC for review the applicant is provided with a pledge date of when the applicant will receive comments back on their submittal. By providing this date and consistently hitting the pledge date, the plan review process becomes predictable and reliable for the applicant.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO C36496

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Building Services (Development Services Center) Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Add one classified Plan Examiner position (from 5 to 6).
- 2) Increase the appropriation for a Plan Examiner position by \$89,876. The appropriation provides budget authority for salary and benefits through the rest of the current fiscal year.
- A) This is an increase to the overall appropriation level in the Building Services (DSC) Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add a new position in the DSC department to support plan review activities, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

2/9/2024

**Clerk's File #**

ORD C36497

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

CITY COUNCIL

**Project #**

**Contact Name/Phone**

CHRIS WRIGHT 6210

**Bid #**

**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

Emergency Ordinance

**Council Sponsor(s)**

ZZAPPONE PDILLON

**Agenda Item Name**

0320 - INTERIM ZONING ORDINANCE CONCERNING THE DEFINITION OF

### **Agenda Wording**

An INTERIM ZONING ORDINANCE concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code, and declaring an emergency.

### **Summary (Background)**

The purpose of this ordinance is to clarify which parking lot uses are permitted in Centers and Corridors.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

**Division Director**

**Accounting Manager**

**Legal**

**For the Mayor**

BUSTOS, KIM

SCHOEDEL, ELIZABETH

**Additional Approvals**

**Distribution List**

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	2/12/24
<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	<a href="mailto:cwright@spokanecity.org">cwright@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Zappone, Dillon
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion             Time Requested:
<b>Agenda Item Name</b>	Interim Zoning Ordinance concerning the definition of Public Parking Lot in Title 17
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The purpose of this ordinance is to clarify which parking lot uses are permitted in Centers and Corridors.</p> <p>On February 1, an Administrative Zoning Determination ("AZD") was issued pursuant to SMC 17A.050.020 relating to the use of the term "Public Parking Lot" in Table 17C.120.100-1. The AZD suggests that additional clarification by City Council on the definition of the term "Public Parking Lot" is needed in order to properly administer the zoning code.</p> <p>This interim ordinance adopts the definition suggested by the AZD. Subsequent work by the Planning department will include a process to identify a permanent adjustment to the code, which could include a number of options:</p> <ul style="list-style-type: none"> <li>- Permanently adopt the definition provided in the interim ordinance</li> <li>- Adjust the definition of Public Parking Lot based on engagement</li> <li>- Modify references to Public Parking Lot to use other terms in Title 17 with definitions already provided</li> </ul> <p><b>Emergency Ordinance.</b> This ordinance includes an emergency provision in recognition of the immediate need for greater clarity to support the administration of the zoning code.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	

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

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

- What impacts would the proposal have on historically excluded communities?  
N/A, the proposal would codify an existing interpretation of the zoning code
- 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, the proposal would codify an existing interpretation of the zoning code
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
N/A, the proposal would codify an existing interpretation of the zoning code
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
The proposal would codify an existing interpretation of the zoning code

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.  
N/A, the proposal would codify an existing interpretation of the zoning code

## **ORDINANCE C36497**

An INTERIM ZONING ORDINANCE concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the Comprehensive Plan includes policies and goals to enhance pedestrian safety and access within and around designated centers and corridors, especially policies LU 2.2, LU 3.2, LU 4.1, LU 5.3, TR 6, and TR 18; and

WHEREAS, the City's Comprehensive Plan encourages a safe and walkable environment for pedestrians in Centers and Corridors; and

WHEREAS SMC Table 17C.122.070-1 refers to "Public Parking Lot" but that term is not defined in the SMC; and

WHEREAS, due to the lack of clarity in the Spokane Municipal Code regarding the term "Public Parking Lot," the City's Director of Planning and Economic Development issued an "Administrative Zoning Determination for Commercial Parking in Centers and Corridors," dated February 1, 2024, which administrative determination provides a definition for Public Parking Lot; and

WHEREAS, the Administrative Zoning Determination cites a need for clarification on the intended definition of a Public Parking Lot in the Spokane Municipal Code; and

WHEREAS, a definition for Public Parking Lot is necessary to support the effective administration of the zoning code; and

WHEREAS, the City is undergoing technical and housekeeping review of its zoning regulations which is likely to result in clarification of parking lot uses in Centers and Corridors, but such review is not likely to be complete for several months, and an interim ordinance is necessary to codify the administrative determination until completion of technical and housekeeping revisions to the Spokane Municipal Code later in 2024; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance, avoiding any unconstitutional taking of private property; and

WHEREAS, pursuant to RCW 36.70A.370, the council intends to hold a public hearing on this proposed interim zoning ordinance no later than April 8, 2024; and,

WHEREAS, prior to the City Council public hearing described in Section 5 of this ordinance, a legal notice of public hearing will be published in the Spokesman-Review newspaper; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing institutions, in that without an immediate action to amend regulations concerning the definition of Public Parking Lot, processing of applications by the City could occur without necessary clarity about the definition of a Public Parking Lot; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

**Section 1. Interim Zoning Ordinance Adopted.** An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

**Section 2. Purpose.** The purpose of this interim zoning ordinance is to provide a definition for Public Parking Lot, a term which is used in Title 17 but has no current definition.

**Section 3. Duration of Interim Zoning Ordinance.** This interim zoning ordinance shall be in effect until August 5, 2024, unless extended or cancelled at the public hearing described in Section 5 of this ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate how to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code.

**Section 4. Work Plan.** Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC.

**Section 5. Public Hearing.** Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on April 8, 2024. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

**Section 6. New Section.** That there is adopted a new Chapter 17C.405 of the Spokane Municipal Code, titled Interim Definition for Public Parking Lot, to read as follows:

#### **Chapter 17C.415 Interim Definition for Public Parking Lot**

##### **Section 17C.415.010 Interim Definition for Public Parking Lot**

A. Purpose.

This section provides a definition for Public Parking Lot, which is used in Title 17 without a specific definition. It also clarifies how Commercial Parking should be treated with respect to the Center and Corridor Zone Allowed Uses in SMC Table 17C.122.070-1.

B. Applicability.

The definitions of subsection (C) of this section apply to all of Title 17 SMC.

C. Definitions.

1. Public Parking Lot.

A parking area that is not accessory to another use and that is owned, operated, or maintained by the City or some other public agency.

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

**Section 8. Clerical Errors.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 9. Declaration of Emergency and Effective Date.** This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage. Without an immediate action to amend regulations concerning the definition of Public Parking Lot, processing of applications by the City could occur without necessary clarity about the definition of a Public Parking Lot. Therefore, this ordinance must go into effect immediately to preserve the City's ability to consistently process applications under valid codes.

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

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

Attest:

Approved as to form:

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City Clerk

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City Attorney

---

Mayor

---

Date

---

Effective Date



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 02/12/2024

**Committee Agenda type:** Consent

**Date Rec'd**

2/12/2024

**Clerk's File #**

RES 2024-0022

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 02/26/2024

**Submitting Dept**

PLANNING & ECONOMIC

**Contact Name/Phone**

SPENCER X6097

**Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

JBINGLE ZZAPPONE KKLITZKE

**Agenda Item Name**

0650 - A RESOLUTION SUPPORTING THE AMERICAN AEROSPACE

### **Agenda Wording**

A consortium of nearly 50 members in the Spokane Region, including Gonzaga University, have applied for the creation of a "Tech Hub" in Spokane dedicated to research and manufacturing of advanced aerospace materials

### **Summary (Background)**

The Spokane region was recently awarded the designation by the Federal government. The designation as a Tech Hub unlocks opportunities for significant grant money to support the creation and furtherance of the Tech Hub's mission. This resolution expresses the City Council's support for the Tech Hub effort and the three priority actions outlined in a letter of support drafted by the Mayor.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

### **Narrative**

**Amount**

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#





## Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>	GARDNER, SPENCER		
<u>Division Director</u>	GARDNER, SPENCER		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	RICHMAN, JAMES		
<u>For the Mayor</u>	JONES, GARRETT		
<b>Distribution List</b>			
		smacdonald@spokanecity.org	
sgardner@spokanecity.org		rbenzie@spokanecity.org	
tblack@spokanecity.org		amccall@spokanecity.org	

## Committee Agenda Sheet

### Urban Experience Committee

<b>Committee Date</b>	2/12/24
<b>Submitting Department</b>	Planning
<b>Contact Name</b>	Spencer Gardner
<b>Contact Email &amp; Phone</b>	<a href="mailto:sgardner@spokanecity.org">sgardner@spokanecity.org</a>
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	A resolution expressing support for the operational actions to support the American Aerospace Materials Manufacturing Center (Spokane Tech Hub).
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>A consortium of nearly 50 members in the Spokane Region, including Gonzaga University, have applied for the creation of a “Tech Hub” in Spokane dedicated to research and manufacturing of advanced aerospace materials. The Spokane region was recently awarded the designation by the Federal government. The designation as a Tech Hub unlocks opportunities for significant grant money to support the creation and furtherance of the Tech Hub’s mission.</p> <p>This resolution expresses the City Council’s support for the Tech Hub effort and the three priority actions outlined in a letter of support drafted by the Mayor.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <a href="#">Click or tap here to enter text.</a> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?                The Tech Hub is expected to lead to the creation of living-wage manufacturing jobs, which provide more employment opportunities for communities experiencing high levels of poverty.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A, this is a resolution of support and does not identify specific details of implementation
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
N/A, this is a resolution of support and does not identify specific details of implementation
- 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?  
When implemented, the Tech Hub will provide living wage jobs, which supports the City's economic development goals of providing opportunity for residents of all skill levels to find meaningful employment.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.  
The deadline for grant applications does not allow for subcommittee review.

## **RESOLUTION 2024 – 0022**

A resolution expressing support for the operational actions to support the American Aerospace Materials Manufacturing Center (Spokane Tech Hub).

WHEREAS, in 2022, Congress, led by Washington Senator Maria Cantwell passed the Chips and Sciences Act, a \$250 billion investment in science, technology and manufacturing critical to U.S. national security, global economic leadership, and supply chains; and

WHEREAS, in August 2023, Gonzaga University led a consortium of nearly 50 members from the Spokane region, including the City of Spokane, applied to establish the Spokane aerospace tech hub under the Regional Technology and Innovation Hubs Program by the U.S. Economic Development Administration (EDA); and

WHEREAS, the American Aerospace Materials Manufacturing Center (Spokane Tech Hub) is focused on establishing a testbed facility for large thermoplastic composite (TPC) aerospace materials in Spokane because many aerospace suppliers key composites suppliers are already located in the region, making it an ideal place to build a consortium focused on advance materials manufacturing; and

WHEREAS, President Biden designated 31 Tech Hubs from across the nation, which included the American Aerospace Materials Manufacturing Center (Spokane Tech Hub), endorsing the region's plan to supercharge a critical technology ecosystem and become a global leader over the next decade; and

WHEREAS, the purpose of the American Aerospace Materials Manufacturing Center (Spokane Tech Hub) is to unite education, workforce training, industry partners, global aerospace leaders, and research institutions to expand knowledge and expertise in advanced composite materials; and

WHEREAS, as a designated Tech Hub, the American Aerospace Materials Manufacturing Center (Spokane Tech Hub) will compete for implementation grants from EDA between \$50 million and \$70 million to help increase regional capacity to demonstrate, deploy, and commercialize innovative technology products and services across four broad categories: workforce development, business and entrepreneur development, technology maturation, and infrastructure; and

WHEREAS, the American Aerospace Materials Manufacturing Center (Spokane Tech Hub) is in the city of Spokane and has a critical role in the success of the project by streamlining processes and procedures and ensuring the efficient delivery of city services; and

WHEREAS, the City of Spokane has identified specific actions it can implement or build on to support the success of the American Aerospace Materials Manufacturing Center (Spokane Tech Hub);

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby supports actions necessary to ensure the success of the American Aerospace Materials Manufacturing Center (Spokane Tech Hub) to include, but not limited to:

- the creation of a cross-divisional Economic Develop Rapid Response Team to evaluate and change process and procedures, lead on policy development, and facilitate efficient plan review, permitting and inspection to meet the needs of the Tech Hub; and
- the creation of a Tech Hub Special Approval Area to streamline permitting for proposed development in the Tech Hub area; and
- the designation of a City of Spokane Planner to act as the Tech Hub Case Manager as a single point of contact to manage and communicate with Tech Hub applicants on applications through the relevant review and permitting process;

BE IT FURTHER RESOLVED that the City Council for the City of Spokane agrees with the draft letter of support prepared by Mayor Brown and offers its full support for the creation and success of the Spokane Tech Hub.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_, 2024.

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

Approved as to form:

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



## Agenda Sheet for City Council:

**Committee:** Urban Experience **Date:** 01/08/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

12/20/2023

**Clerk's File #**

ORD C36485

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 01/22/2024

**Submitting Dept**

CITY COUNCIL

**Project #**

**Contact Name/Phone**

CHRIS WRIGHT X6210

**Bid #**

**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORD

**Requisition #**

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE PDILLON

**Agenda Item Name**

FAMILY FRIENDLY FESTIVALS ORDINANCE

### **Agenda Wording**

Ordinance revising current provisions relating to special events permits with respect to events with alcohol service areas.

### **Summary (Background)**

SMC 10.39.040 currently restricts the access of in areas of special events where alcohol is served, and includes limitations on the number of areas serving alcohol as well as fencing requirements. This ordinance revises SMC 10.39.040 to eliminate existing restrictions on access and other requirements, to more closely conform to WSLCB regulations for special events.

Lease? NO

Grant related? NO

Public Works? NO

### **Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

### **Narrative**

No known fiscal impact to the City. It is expected that greater flexibility on alcohol service for special events will encourage more special events.

### **Amount**

### **Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

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\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	WRIGHT, CHRISTOPHER		
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>			

**Distribution List**

korlob@spokanecity.org

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	cwright@spokanecity.org
<b>Council Sponsor(s)</b>	CM Zappone, CM Dillon
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Modifying the Special Events Ordinance ( <b>C36485</b> )
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>This ordinance amends the City of Spokane special events ordinance and recognizes that special events contribute to the unique character and vitality of the city. This ordinance expands the use of beer gardens on the public right away, and offers increased opportunity for citizens, families and visitors to enjoy the full experience of a city celebration where alcohol is served.</p> <p>The ordinance was drafted with input from City Permitting, ONS, and SPD, and in after consulting with staff at the Washington State Liquor and Cannabis Board.</p> <p><b>AMENDMENT CHANGES:</b></p> <ol style="list-style-type: none"> <li>1. Title of the ordinance is changed to refer to “Family Friendly” focus of ordinance and to incorporate other changes to SMC.</li> <li>2. A new section is added to amend SMC 10.39.030 (Special Permit Application Process) to eliminate the requirement that applications comply with other unspecified regulations.</li> <li>3. Minor changes to the original language in SMC 10.39.040 to incorporate suggestions from the WSLCB Spokane enforcement office.</li> <li>4. New section is added to amend SMC 10.39.050 (Denial or Revocation of Permit) to prevent denial of special event permit by the SPD for grounds related to alcohol service that are otherwise authorized under the WSLCB Special Occasion License.</li> </ol>
<b>Proposed Council Action</b>	UE – January 8, 2024 Council First Reading – January 22, 2024 Council Final Reading – February 5, 2024 (Deferred)
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



<p>Funding Source      <input type="checkbox"/> One-time      <input type="checkbox"/> Recurring</p> <p>Specify funding source: <a href="#">Click or tap here to enter text.</a></p> <p>Expense Occurrence      <input type="checkbox"/> One-time      <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>No budget impacts</p>
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p>
<p>What impacts would the proposal have on historically excluded communities?</p> <p><b>No known impacts.</b></p>
<p>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?</p> <p><b>It is not anticipated that this ordinance change will affect communities differently.</b></p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p><b>Code and permitting information is collected and data will be compiled to assess the outcomes from the change.</b></p>
<p>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?</p> <p><b>The City has a current process to apply for a special event permit. This ordinance expands beer garden access to families.</b></p>

ORDINANCE NO. C36485

The Family Friendly Festival Ordinance, relating to the regulation of special events and establishing a process allowing for expanded events, amending Sections 10.39.030, 10.39.040, and 10.39.050 of the Spokane Municipal Code.

**WHEREAS**, the City of Spokane's festivals and other special events contribute to the unique character and vitality of the City, and provide benefits to the community as a whole; and

**WHEREAS**, special events range from small neighborhood-level events to large-scale, City-wide events that bring in millions of people to the City each year including families, international visitors and outdoor enthusiasts; and

**WHEREAS**, there are certain circumstances during special events when there is a social element and a celebration that enhances the festive event experience for all visitors; and

**WHEREAS**, many families with children attend festivals and events in the City of Spokane, and current restrictions interfere with families enjoying the full range of activities within the festival area; and

**WHEREAS**, the Spokane City Council believes that the consumption of alcohol in public is an important issue that requires oversight to protect the safety, wellbeing, comfort and repose of the Citizens of Spokane; and

**WHEREAS**, the Washington Liquor and Cannabis Board provides an Application for a Special occasion License for a Nonprofit Society or Organization that, if approved, permits minors in an alcohol restricted area under limited circumstances; and

**WHEREAS**, while considering the social elements of serving alcohol, the Spokane City Council desires to expand access consistent with the rules established by the Washington Liquor and Cannabis Board, while providing clear rules and guidelines for special events permit's that are inclusive and mindful of all different groups of people; and

**WHEREAS**, the Spokane City Council believes the current language is too restrictive.

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

**Section 1.** Chapter 10.39.030 of the Spokane Municipal Code is amended as follows:

Section 10.39.030 Application Process

A. Time for Filing.

1. The application for special event permit shall be filed not less than thirty calendar days before the proposed special event.
2. The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.

B. Contents of Application.

The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:

1. the name, telephone number and address of the applicant or the principals of the applicant;
2. the date and time of the event;
3. the probable number of participants;
4. the place or route of the event, including a map and written narrative of the proposed route;
5. a description of all public ways proposed to be blocked;
6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;
7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;
8. the number and location of portable sanitation facilities;
9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;
10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

11. a description of the types and number of vehicles to be used in the special event;

12. insurance and surety bond information;

13. ~~((any other additional information required by special event regulations.))~~ A certification from the applicant that, prior to the event, all individuals serving alcohol on behalf of the applicant (a) will have received alcohol sales training from the Washington State Liquor and Cannabis Board (“WSLCB”) either in-person or via on-line resources available from the WSLCB, or (b) possess a valid and current Mandatory Alcohol Server Training (MAST) permit.

C. The date of the special event shall not be confirmed until the special event permit is issued.

D. The application for a special event permit is deemed complete when the applicant has provided to the issuing authority all of the information required by this chapter.

**Section 2.** Chapter 10.39.040 of the Spokane Municipal Code is amended as follows:

#### Chapter 10.39 Special Events

##### Section 10.39.040 Conditions Affecting the Special Event Permit Process

A. Reasonable and necessary conditions may be imposed with the issuance of the permit.

B. Conditions imposed will ensure that the special event does not:

1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
5. interfere with any other special event for which a permit has already been granted.

- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.
- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)

1. A Special Occasion License (~~permit~~) is required from the Washington Liquor and Cannabis Board. If minors will be present in the alcohol restricted area, the Special Occasion Application Addendum must be submitted to the Washington Liquor Cannabis Board with the Application for Special Occasion License.
2. Beer garden must close by (~~(40)~~) 11 PM. If the Special Occasion Application Addendum has been submitted and minors are approved to be in the serving area by the Liquor and Cannabis Board, the beer garden must close by 9:00 p.m. Minors under the age of 21 shall be accompanied by an adult at all times while in the approved serving area.
3. Liquor Endorsement must be included on insurance coverage.
4. Beer garden(s) must be clearly designated with a minimum height of 42-inch (~~(4 foot high)~~) fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.
5. Clearly designated entrance/exit points. Openings into and out of the outdoor alcohol service area cannot exceed 10 feet. If there is more than one opening along one side, the total combined opening may not exceed 10 feet.

~~((6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.))~~

~~((7))~~ 6. No outside alcohol may be brought into beer garden and no alcohol may be removed.

- ~~8-~~ 7. Wrist bands or other clearly visible non-transferable identification system must be used to designate (~~(who is eligible to enter the beer garden area ; no person under 21 will be allowed into the garden area))~~ all persons 21 years of age or older entering the beer garden area.

~~((9. Only one beer garden allowed per event.))~~

**Section 3.** Chapter 10.39.050 of the Spokane Municipal Code is amended as follows:

Section 10.39.050 Denial of Permit – Revocation of Permit

- A. Denial. An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. Denial of the special event permit shall be made in writing as soon as reasonably practicable. A special event permit shall not be denied on grounds relating to alcohol service when such events comply with SMC 10.39.040.D and are otherwise authorized under the Special Occasion License issued by the Washington State Liquor and Cannabis Board.
- B. Revocation. The issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the permittee is failing to satisfy the conditions or obligations under the special event permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder.

**Section 4.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 5.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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