CITY OF SPOKANE

REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative 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 September 8, 2025, 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 September 8, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 314 58728; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 516 39166; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, September 5, 2025, and ending at 6:00 p.m. on Monday, September 8, 2025, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on September 8, 2025. 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 relate to the final, updated draft, or draft 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 withing 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).

THE CITY OF SPOKANE

DRAFT COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 8, 2025

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 SHELBY LAMBDIN
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

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**
Password: **K8vCr44y**

Please note the space in username.
Both username and password are case sensitive.

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is 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 AGENDA REVIEW 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

- **Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: City Council Rules.**
- **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 name and city of residence as a condition of recognition.**
- **Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.**
- **Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of 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.)**
- **To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are 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 testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.**

SPEAKING TIME LIMITS: **Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. 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.**

CITY COUNCIL AGENDA: **The City Council agendas may be obtained prior to Council Meetings by accessing the City's website at https://my.spokanecity.org/citycouncil/documents/.**

AGENDA REVIEW 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

DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE DRAFT AGENDA

CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, 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

Design Review Board – One Reappointment – Ryan Brodwater	**Confirm**	**CPR 1993-0069**
Human Rights Commission – One Appointment – Maotheeker Vue	**Confirm**	**CPR 1991-0068**

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over $50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Two-year Value Blanket with Lighting n Beyond LLC, (Blauvelt, NY) for residential solar powered, motion detecting outdoor lights, Emson Bell and Howell Spotlight Pro Item #2975 as needed with ARPA funds−$100,000. (Council Sponsors: Council Members Cathcart and Dillon) **Pollyanne Birge**	**Approve**	**OPR 2025-0607**
2. Property Purchase Warranty Deed between the City of Spokane and Timothy Sweet and Elaine Sweet for real property located at 4316 East Wellesley Avenue (Spokane County Parcel No. 35031.0108) related to the Wellesley Avenue - Freya Street – Havana Street Project−$310,000. (Council Sponsor: Council Member Klitzke) **Dan Buller**	**Approve**	**OPR 2025-0608 ENG 2018076**
3. Contract with NJB Soft LLC (Phoenix, AZ) for Backflow Tracking Program, SAMS Cross Connection Software Implementation and Support starting September 22, 2025, through September 21, 2026 with option to renew for 3 additional years−$134,415.	**Approve**	**OPR 2025-0609 RFP 6390-25**

(Council Sponsors: Council President Wilkerson, Council Members Bingle and Klitzke)
Raylene Gennet

4. On Call Service Contract with Associated Underwater Services Inc, (Spokane, WA) to provide the Upriver Hydroelectric Project with emergency dive response and O&M services for a period of 3 years−$300,000. (Council Sponsors: Council President Wilkerson, Council Members Bingle and Klitzke) Raylene Gennet — OPR 2025-0610 ITB 6414-25

5. Report of the Mayor of pending: — Approve & Authorize Payments

   a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____. — CPR 2025-0002

   b. Payroll claims of previously approved obligations through _____, 2025: $_____. — CPR 2025-0003

6. Minutes: — Approve All

   a. City Council Meeting Minutes: _____, 2025. — CPR 2025-0013

   b. City Council Standing Committee Meeting Minutes: _____, 2025.

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0071 Approving the purchase of safe speeds signage for neighbors through the Safe Streets for All Fund. (Council Sponsors: Council Members Zappone and Klitzke)
Jackson Deese

ORD C36741 Updating the minimum dollar threshold for fee-free business registration as required by state law, amending Section 08.01.190 of the

Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Adam McDaniel

ORD C36743 Establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)
Maggie Yates

(Deferred from August 25, 2025, Agenda, due to First Reading being deferred to that Agenda) (Pending possible amendment to be considered on August 25, 2025)

FIRST READING ORDINANCES

ORD C36742 An interim zoning ordinance permitting daycare and childcare centers in all residential and commercial zones; amending SMC Sections 17C.111.100, 17C.111.110, and 17C.190.430. (Council Sponsors: Council Members Dillon and Zappone)
Adam McDaniel

ORD C36747 Updating the name and duties of existing departments within the Spokane Police division; amending Sections 03.01A.370, 03.01A.375, and 03.01A.400 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)
Maggie Yates

ORD C36749 To extend the duration of interim zoning ordinance C36646 concerning height limits; setting a public hearing; and reiterating a work program. (Council Sponsors: Council Members Bingle and Klitzke)
Spencer Gardner

ORD C36751 Granting Marathon Pipe Line LLC, a limited liability company chartered in the state of Delaware, the nonexclusive right, privilege, authority and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the city of Spokane, Spokane County, WA. (Council Sponsors: Council Members Klitzke and Cathcart)
Timothy Szambelan

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, 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 the calendar month. Each speaker is limited to no more than two (2) 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. 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 final or draft 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.

ADJOURNMENT

The September 8, 2025, Regular Legislative Session of the City Council is adjourned to September 15, 2025.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

Agenda Sheet for City Council: **Committee: Date:** N/A **Committee Agenda type:**		**Date Rec'd**	8/19/2025
		Clerk's File #	CPR 1993-0069
		Cross Ref #	
Council Meeting Date: 09/08/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	REAPPOINTMENT OF RYAN BRODWATER TO THE DESIGN REVIEW BOARD		

Agenda Wording

Mayor Brown has re-appointed Ryan Brodwater to the Design Review for a term of January 1, 2025 to January 1, 2028.

Summary (Background)

Mission Statement/Purpose: The Design Review Board is comprised of citizens and practicing professionals who represent community interests including a diversity of design and technical professions. The Board was established to do the following: • Improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code; • Ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan; • Advocate for the aesthetic quality of Spokane's public realm; • Encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit; • Provide flexibility in the application of development standards as allowed through development standard departures; and • Ensure that public facilities and projects within the City's right-of-way: 1. Wisely allocate the City's resources, 2. Serve as models of design quality.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This appointment aligns with the requirements of SMC 04.13.025.

Council Subcommittee Review

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Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 09/08/2025

Date Rec'd	8/19/2025		
Clerk's File #	CPR 1991-0068		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPOINTMENT OF MAOTHEEKER VUE TO THE HUMAN RIGHTS COMMISSION		

Agenda Wording

Mayor Brown has appointed Maotheeker Vue to the Spokane Human Rights Commission for a term of September 8, 2025 to September 8, 2028.

Summary (Background)

The Human Rights Commission advises and makes recommendations to the City Council regarding issues related to human rights and unjust discrimination and the implementation of programs consistent with the needs of all residents of the City of Spokane.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This appointment aligns with the Human Rights Commission membership requirements of SMC 04.10.020.

Council Subcommittee Review

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Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org

Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/08/2025

Date Rec'd	8/11/2025		
Clerk's File #	OPR 2025-0607		
Cross Ref #	OPR 2024-0892		
Project #			
Submitting Dept	NEIGHBORHOOD SERVICES	**Bid #**	RFQ#6415-25
Contact Name/Phone	POLLYANNE 625-6147	**Requisition #**	VALUE BLANKET
Contact E-Mail	PBIRGE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET ORDER WITH LIGHTING N BEYOND		

Agenda Wording

Neighborhood Services Department would like approval of a two-year Value Blanket (VB) Order with Lighting n Beyond for Residential solar powered, motion detecting outdoor lights, Emson Bell & Howell Spotlight PRO Item #2975 to be purchased with ARPA funds on an as needed basis for the Residential Light Program.

Summary (Background)

The City of Spokane Purchasing Department issued the RFQ in May, 2024 - four (4) responses were received with Lighting N Beyond being the lowest responsive bidder.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

This work is part of the Council's ARPA strategy under ORD C36467

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 100,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 100,000.00	# 1425-88155-21500-54201-97339
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

This is a one-time program funded by ARPA - classified as Revenue Replacement

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	GBYRD	PURCHASING	WAHL, CONNIE
Division Director	GBYRD	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

Judy Heskel judy.h@lightingnbeyond.com	hhamlin@spokanecity.org
pbirge@spokanecity.org	laga@spokanecity.org
tprince@spokanecity.org	mfeist@spokanecity.org
cstanton@spokanecity.org	

Bid Response Summary

Bid Number	RFQ 6415-25
Bid Title	Residential solar powered, motion detecting outdoor lights (ARPA Funds) (Re-Bid)
Due Date	Monday, July 7, 2025 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Lighting N Beyond LLC
Submitted By	Judy Heskel - Tuesday, July 1, 2025 10:52:37 AM [(UTC-08:00) Pacific Time (US & Canada)] bidding@lightingnbeyond.com 845-513-0344
Comments	

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Judy Heskel judy.h@lightingnbeyond.com
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	I understand and I agree
	2	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	I understand and I agree
	3	This purchase is funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) – Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document in the Documents Tab for this project.	I understand and I agree
	4	Initial purchase funding is provided by the Coronavirus State and Local Fiscal Recovery Funds or H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funding is utilized for this grant. See Terms & Conditions document in the Documents Tab	I understand and I agree

	5	It is the City's intent to make a large purchase at the beginning of the contract and then make smaller purchases "as needed" throughout the term.	I understand and I agree
	6	Enter what make, model of light you are quoting here.	Emson Bell + Howell Spotlight PRO ITem # 2975
	7	What is the lead time for these lights?	in stock in CA
Specifications			
	1	Residential solar powered, motion detecting outdoor lights with an output of no more than 8200. This is equivalent to the output of a 100W LED Philips RoadFocus luminaires.	I understand and I agree
Award of Contract			
	1	Award of contract or purchase, when made, will be to the Bidder whose Quote/Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE/BID. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote/Bid results.	I understand and I agree
Value Blanket Terms			
	1	Supplier agrees this product shall be awarded on a two (2) year value blanket order with no options for renewals. Supplier acknowledges the quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	I understand and I agree
	2	Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	I understand and I agree
Pricing			
	1	The Vendor’s prices shall be firm throughout the first year of the contract period.	I understand and I agree
	2	PRICING ADJUSTMENTS: Vendor may submit a request for pricing changes during the anniversary month of the set-up of the Value Blanket Order. Price increases must be submitted with justification for the price increase, and it will be at the discretion of the City to approve said price increases	I understand and I agree
	3	When pricing the lights on the Pricing page, please indicate in the comments area if there is a price break when purchasing a large number of lights and what that price break is.	I understand and I agree
Delivery			
	1	Delivery "as needed" to City of Spokane, 808 W Spokane Falls Blvd., Spokane WA 99201	I understand and I agree

Additional Items			
	1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms			
	1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) 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 immediate make every effort to settle the disputed amount.	I understand and I agree
	2	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
Sales Tax			
	1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall 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 understand and I agree
Business Registration Requirement			
	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier 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 understand and I agree
	2	Supplier's Business Registration No.	Pending
Polychlorinated Biphenyls (PCBs)			

	1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). 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 respondent 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.	I understand and I agree
	2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	3	If so, were PCBs found at a measurable level?	
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			
	1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I understand and I agree
Documents			
	1	Print, Sign and Upload the ARPA Debarment Certificate that is located in the Documents area.	CCF_000245.pdf
	2	Print, Sign and Upload the ARPA General Terms & Conditions that is located in the Documents area.	CCF_000244.pdf
	3	Print, Sign and Upload the Attachment A - ARP-CLFRF CFDA 21.027 Funding Document that is located in the Documents area.	CCF_000243.pdf
Additional Quotes			
	1	Upload any additional quotes and information regarding product here.	Solar.png
	2	Upload any additional quotes and information regarding product here.	

	3	Upload any additional quotes and information regarding product here.
	4	Upload any additional quotes and information regarding product here.

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Pricing									
	1	Residential solar powered, motion detecting outdoor lights	Base	ea	1.00	$17.25	$17.25	Free shipping on minimum order of $4,500.	
Total Base Bid	$17.25								

SPOTLIGHT PRO

- Solar Powered Duo Spotlight
- Motion Activated
- Brightens Up Dark Areas
- 500 Bright Lumens
- Looks Like a Security Camera
- Solar Powered, Lithium Battery
- Fully Adjustable Solar Panels
- No Batteries / No Wires
- Energy Saving
- Stake or Mount
- Weather Resistant
- ITEM: #2975
- MSRP: $19.99

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed $50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of $100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of $2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act–Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of $2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of $100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of $150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extend consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115¬232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3);
- Indirect cost rate (2 CFR 200.332(a)(4)):
- Records access & retention (2 CFR 200.332(a)(5);
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than $750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

J. H — 7/1/25

Signature, Administrator, or Applicant Agency — Date

Judy Heskel Bid Specialist

print name and title

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

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. Chapter 41.56 RCW.

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.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. NONDISCRIMINATION

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

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at http://dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Firm 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.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

13. DISPUTES

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

14. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. LIABILITY

The Firm 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 Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

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 contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.

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

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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 Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

J. Haskell 7/1/25

Judy Haskell Bid Specialist
Lighting ~ Beyond LLC

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.
(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions: <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions</u> 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.
(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.
By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Go to next page.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification	
The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.	
If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.	
1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) $25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320? Yes ☐ If yes, answer question 2 below. No ☑ If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.	
2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986? Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement. No ☐ If no, you are required to report names and compensation. Please fill out the remainder of this form.	
Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.	
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
The Grantee certifies that the information contained on this form is true and accurate.	
By: Judy Heskett	
Title: Bid Specialist	
Date: 7/1/25	

Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/08/2025

Date Rec'd	8/12/2025
Clerk's File #	OPR 2025-0608
Cross Ref #	CR 27800
Project #	2018076

Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	PROPERTY PURCHASE FOR THE WELLESLEY AVENUE - FREYA ST AND HAVANA		

Agenda Wording

Property Purchase Warranty Deed between the City of Spokane and Timothy Sweet and Elaine Sweet for real property located at 4316 East Wellesley Avenue (Spokane County Parcel No. 35031.0108) related to the Wellesley Avenue - Freya St - $310,000.00

Summary (Background)

The City has a federal grant to pave Wellesley between the roundabout at Freya and Valley Springs Rd (where it goes up the hill) with a three lane section, a shared use path, curb, water & stormwater, etc. for construction in 2026. Stormwater treatment for the project is planned in a single swale big enough that it requires an entire lot. Because the City owns no lot in this area, we have negotiated to purchase a half acre lot for stormwater treatment purposes. The purchase price is $310,000. This cost is eligible for grant reimbursement.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 310,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 310,000	**#** 3200-95164-95200-56102-86103
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

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

N/A

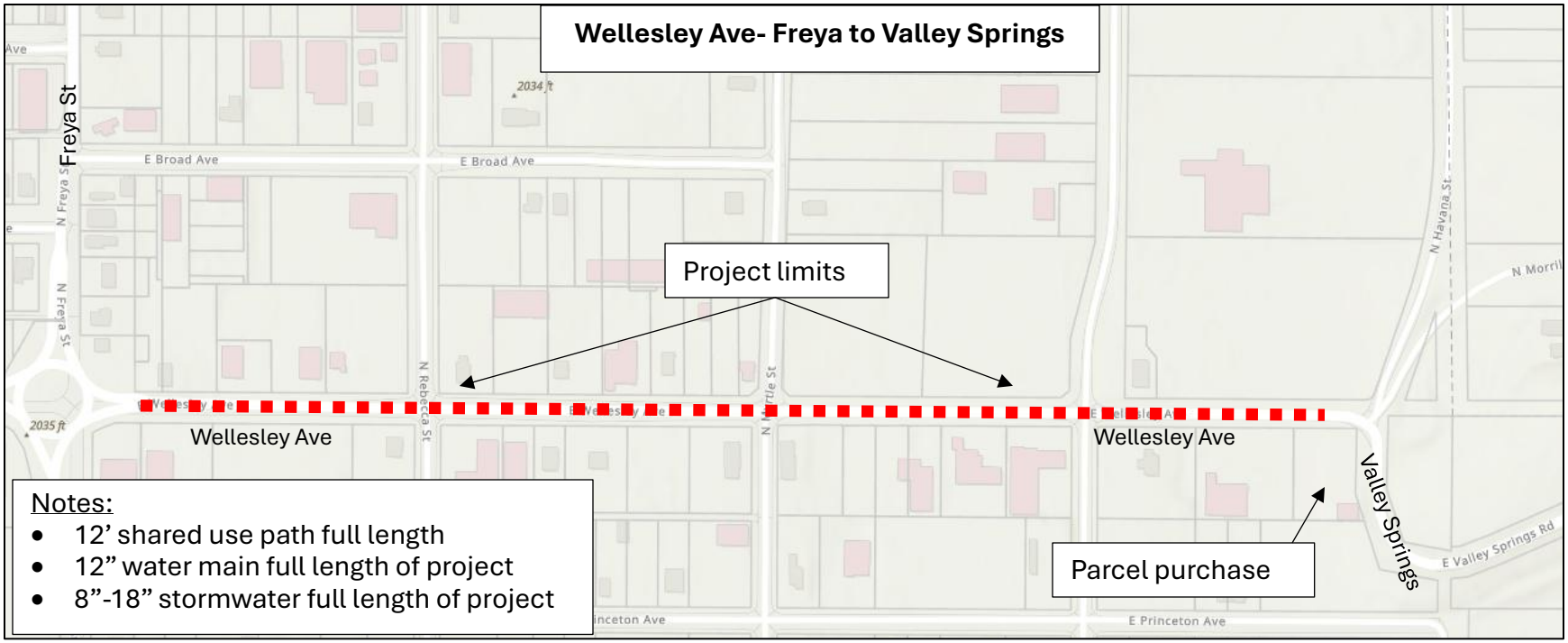
Expense Occurrence	One-Time

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

N/A

Approvals		**Additional Approvals**	
Dept Head	ADAMS, JONATHAN R.	**ACCOUNTING -**	BAIRD, CHRISTI
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	Publicworksaccounting@spokanecity.org
Tax&licenses@spokanecity.org	dbuller@spokanecity.org
eraea@spokanecity.org	


Wellesley Ave- Freya to Valley Springs
Freya St
E Broad Ave
E Broad Ave
Project limits
Wellesley Ave
Wellesley Ave
Parcel purchase
Valley Springs
E Valley Springs Rd
E Princeton Ave
N Havana St
Notes:
• 12’ shared use path full length
• 12” water main full length of project
• 8”-18” stormwater full length of project

After recording return document to:

City of Spokane
Attn: Engineering Services
2nd Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Document Title: Warranty Deed
Reference Number of Related Document: N/A
Grantor(s): Timothy P. Sweet and Elaine M. Sweet
Grantee(s): City of Spokane
Legal Description: Ptn. Lots 2 and 3, Blk 1, Hillyard Orchard Heights
Additional Legal Description is on Page 5 of Document
Assessor's Tax Parcel Number: 35031.0108

WARRANTY DEED

Wellesley Avenue from Freya Street to Havana Street

The Grantor(s), **TIMOTHY P. SWEET AND ELAINE M. SWEET, husband and wife,** for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the **CITY OF SPOKANE, a Washington Municipal Corporation**, Grantee, the following described real property situated in Spokane County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Spokane unless and until accepted and approved hereon in writing for the City of Spokane, by its authorized agent.

WARRANTY DEED

Date: 7-28-25

TIMOTHY P. SWEET

ELAINE M. SWEET

STATE OF WASHINGTON)
: ss
County of SPOKANE)

On this 28 day of July 2025 before me personally appeared **TIMOTHY P. SWEET AND ELAINE M. SWEET, husband and wife**, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Elizabeth M Johnson
Notary Public
State of Washington
My Appointment Expires 3/1/2028
Commission Number 20104376

Notary Public in and for the State of Washington, residing at Otis Orchards

My commission expires 3.1.2028

WARRANTY DEED

Accepted and Approved

CITY OF SPOKANE

By:_____
Title:
Authorized Agent

Date:_____

WARRANTY DEED

EXHIBIT "A"

Legal Description of Parcel

That portion of Block 1 of the Hillyard Orchard Heights, as per plan recorded in Volume E of Plats, Page 82, records of Spokane County, all being located in the Northeast quarter of Section 3, Township 25 North, Range 43 East, W.M., more particularly described as follows:

All of Lots 2 and Lot 3, of said Block 1, of said Hillyard Orchard Heights.

All situated in City of Spokane, State of Washington

Total Square Footage: 21,773 SF (from Spokane County Assessor)

(Legal from Spokane County Assessor Records)

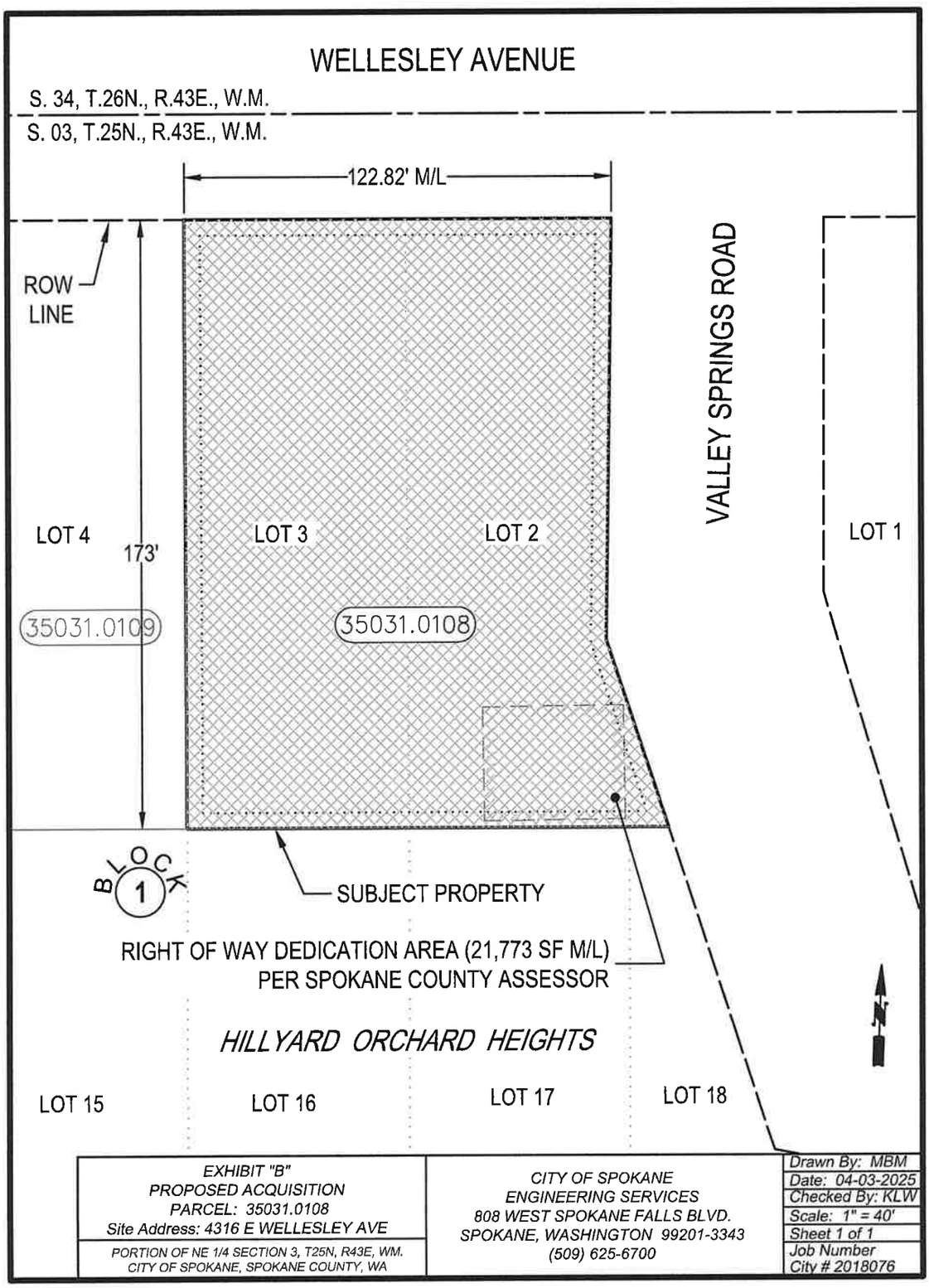
Legal Description of Right-of-Way Dedication Across Parcel 35031.0108

The dedication area is a portion of the above described parcel more particularly described as follows:

All of Lots 2 and Lot 3, of said Block 1, of said Hillyard Orchard Heights.

All situated in City of Spokane, State of Washington

Total Square Footage: 21,773 SF (more or less) (from City of Spokane Engineering)


WELLESLEY AVENUE
S. 34, T.26N., R.43E., W.M.
S. 03, T.25N., R.43E., W.M.
122.82' M/L
ROW LINE
VALLEY SPRINGS ROAD
LOT 4
LOT 3
LOT 2
LOT 1
173'
35031.0109
35031.0108
BLOCK 1
SUBJECT PROPERTY
RIGHT OF WAY DEDICATION AREA (21,773 SF M/L)
PER SPOKANE COUNTY ASSESSOR
HILLYARD ORCHARD HEIGHTS
LOT 15
LOT 16
LOT 17
LOT 18
EXHIBIT "B"
PROPOSED ACQUISITION
PARCEL: 35031.0108
Site Address: 4316 E WELLESLEY AVE
PORTION OF NE 1/4 SECTION 3, T25N, R43E, WM.
CITY OF SPOKANE, SPOKANE COUNTY, WA
CITY OF SPOKANE
ENGINEERING SERVICES
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6700
Drawn By: MBM
Date: 04-03-2025
Checked By: KLW
Scale: 1" = 40'
Sheet 1 of 1
Job Number
City # 2018076

REAL PROPERTY VOUCHER

AGENCY NAME **CITY OF SPOKANE** REAL ESTATE SERVICES 808 Spokane Falls Blvd. Spokane, WA 99201		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
GRANTOR OR CLAIMANT (NAME, ADDRESS) **Timothy & Elaine Sweet** **19208 E. Broadway Ave.** **Spokane Valley, WA 99016**	TIN/SSN:	SIGNATURE (IN INK) FOR EACH CLAIMANT X Timothy A. Sweet **Timothy A. Sweet**	DATED 7-28-25
PROJECT NO. AND TITLE **Wellesley Ave - Freya to Havana Reconstruction**		X Elaine M. Sweet **Elaine M. Sweet**	7.28.25
FEDERAL AID NO. **CDS-NHFP-3936(005)**	PARCEL NO. **35031.0108**		

In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: **Permanent Easement**	DATED		$ AMOUNT
LAND:			
21,773 sf fee		+	**$141,525.00**
IMPROVEMENTS:			
Shop		+	**$152,273.00**
Site		+	**$16,202.00**
DAMAGES:			
Proximity		+	
Cost to Cure		+	
SPECIAL BENEFITS			
JC (Just Compensation) Amount			**$310,000.00**
REMAINDER:			
Uneconomic Remnant		+	
Excess Acquisition		+	
DEDUCTIONS:			
Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
ADMINISTRATIVE SETTLEMENT		+	
STATUTORY EVALUATION ALLOWANCE		+	
ESCROW FEE		+	
REAL ESTATE EXCISE TAX		+	
OTHER:		+	

ACQUISITION AGENT Morgan Bishop, Commonstreet Consulting	DATE 7.28.25	Voucher No.	TOTAL AMOUNT PAID **$310,000.00**
AUTHORIZED AGENT FOR AGENCY	DATE		

LPA-321 10/2014

Department of Revenue
Washington State

Form 84 0001a

Real Estate Excise Tax Affidavit (RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after April 1, 2025.
This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. *Please type or print.*

☑ Check box if partial sale, indicate % _____ sold.

List percentage of ownership acquired next to each name.

1 Seller/Grantor

Name Timothy P. & Elaine M. Sweet

Mailing address 19208 E Broadway Ave.

City/state/zip Spokane Valley, WA 99016

Phone (including area code) 509-370-4852

2 Buyer/Grantee

Name City of Spokane

Mailing address PO Box 5808 W Spokane Falls Blvd.

City/state/zip Spokane, WA 99201-3343

Phone (including area code) 509-625-6700

3 Send all property tax correspondence to: ☑ Same as Buyer/Grantee

Name _____

Mailing address _____

City/state/zip _____

List all real and personal property tax parcel account numbers	Personal property?	Assessed value(s)
35031.0108	☐	$117,710.00
	☐	$ 0.00
	☐	$ 0.00

4 Street address of property 4316 E Wellesley Ave., Spokane, WA 99217

This property is located in Spokane *(for unincorporated locations please select your county)*

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

See attached Legal Description

5 51 - Wholesale trade

Enter any additional codes _____
(see back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)? ☐ Yes ☑ No

Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? **If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)** ☐ Yes ☑ No

6 Is this property designated as forest land per RCW 84.33? ☐ Yes ☑ No

Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34? ☐ Yes ☑ No

Is this property receiving special valuation as historical property per RCW 84.26? ☐ Yes ☑ No

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below**. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land: ☐ does ☐ does not qualify for continuance.

Deputy assessor signature _____ Date _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, **sign (3) below**. If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

Signature _____ Signature _____

Print name _____ Print name _____

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, enter exemption code and reason for exemption. *See dor.wa.gov/REET for exemption codes*

Exemption No. (sec/sub) WAC 458-61A-206(3)a

Reason for exemption

Eminent Domain

Type of document Warranty Deed

Date of document 7/28/2025

Gross selling price	10
*Personal property (deduct)	0
Exemption claimed (deduct)	10
Taxable selling price	0
Excise tax: state	
Less than $525,000.01 at 1.1%	0
From $525,000.01 to $1,525,000 at 1.28%	0
From $1,525,000.01 to $3,025,000 at 2.75%	0
Above $3,025,000 at 3%	0
Agricultural and timberland at 1.28%	0
Total excise tax: state	0.00
0.005 Local	0.00
*Delinquent interest: state	0.00
Local	0.00
*Delinquent penalty	0.00
Subtotal	0.00
*State technology fee	5.00
Affidavit processing fee	5.00
Total due	10.00

A MINIMUM OF $10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of grantor or agent Timothy P. Sweet

Name (print) Timothy P. Sweet

Date & city of signing 7/28/2025 Spokane Valley

Signature of grantee or agent Elizabeth Johnson

Name (print) Elizabeth Johnson

Date & city of signing 7/28/2025 Spokane Valley

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than $10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the WA Relay Service by calling 711.

REV 84 0001a (3/17/25) THIS SPACE TREASURER'S USE ONLY COUNTY TREASURER

Print on legal size paper

EXHIBIT "A"

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All situated in City of Spokane, State of Washington

Total Square Footage: 21,773 SF (more or less) (from City of Spokane Engineering)

OPERATING AGREEMENT
OF
S & U PROPERTIES, L.L.C.
A WASHINGTON LIMITED LIABILITY COMPANY

This Operating Agreement is made and entered into as of the 28th day of April, 2000, regardless of the date of execution, by and between TIMOTHY SWEET and TY ULLMAN, the Managers of S & U PROPERTIES, L.L.C., a Washington Limited Liability Company ("Company" herein) and TIMOTHY SWEET, ELAINE SWEET, TY ULLMAN and LAURA ULLMAN, the Members of the Company.

ARTICLE I
FORMATION OF COMPANY; NAME: PRINCIPAL PLACE OF BUSINESS

Section 1.1 Formation. On April 28, 2000, the parties hereto organized a Washington Limited Liability Company by filing a Certificate of Formation with the Washington Secretary of State in accordance with Washington Code Title 25.15.

Section 1.2 Name. The Company shall operate under the name of S & U PROPERTIES, L.L.C.

Section 1.3 Principal Place of Business. The principal place of business of the Company shall be 4228 East Wellesley, Spokane, WA 99201 and at such other places of business as may be designated by the Members.

Section 1.4 Registered Office; Agent. The Company's initial registered office shall be at the office of its registered agent at West 720 Boone, Suite 200, Spokane, WA 99201 and the name of its initial registered agent at such address shall be Alan L. Rubens.

ARTICLE II
BUSINESS OF COMPANY

The purpose and character of the business is to engage in the business of real estate investment and management, and to engage in any other lawful business as the Managers determine.

ARTICLE III
TERM OF THE COMPANY

The Company shall commence upon filing of its Certificate of Formation as provided in Article I heretofore, and shall continue for fifty (50) years, unless otherwise extended by

the written approval of a majority of the then existing Managers, or unless sooner dissolved or terminated as provided in this Agreement.

ARTICLE IV
ACCOUNTING FOR THE COMPANY

Section 4.1 Method of Accounting. The Company shall keep its accounting records and shall report its income for income tax purposes on the cash method of accounting.

Section 4.2 Annual Statements. Annual financial statements of the operations of the Company are to be prepared and distributed to each Member. Such financial statements need not be audited.

Section 4.3 Access to Accounting Records. Any Member shall have reasonable access to the accounting records of the Company during regular business hours of the Company.

Section 4.4 Income Tax Information. The Members shall be provided information on the Company's taxable income or loss in each item of income, gain, loss, deduction or credit that is relevant to reporting Member's income. The information shall also show each Member's distributive share of each item of income, gain, loss, deduction or credit. This information shall be furnished to the Members within seventy-five (75) days of the close of the Company's taxable year.

Section 4.5 Distributions to Pay Income Taxes. In the event that it is determined that the Company has taxable income in any year, the Managers shall cause the Company to make cash distributions to the Members on a pro rata basis, sufficient to pay their respective share of the income taxes resulting therefrom, at the highest applicable marginal income tax rate. Such distribution shall be made on or before April 1 of the year following the year for which income has been determined, provided, however, that if there is insufficient cash to make such distributions, the Managers shall use their best efforts to generate sufficient cash and shall make the required distributions as soon thereafter as possible.

ARTICLE V
CAPITAL CONTRIBUTIONS

Section 5.1 Initial Capital Contributions. Each original Member shall contribute the property described in Exhibit "A" attached hereto and by this reference made a part hereof as the initial capital of the Company, having a total agreed fair market value as set forth in such Exhibit "A" and in return shall receive the percentage of ownership of the Company as set forth after each of their names in said Exhibit "A".

Section 5.2 Additional Capital; Loans. If the Company requires additional capital, and the Managers determine that such funds shall be contributed to the Company by the Members, the Members shall each contribute his/her share of the needed funds in the percentages set forth in Article VII herein or as the Member's interests subsequently appear. In the event that any Member is unable or unwilling to pay his/her pro rata share of said needed funds, and the other Members make the payment in his/her behalf, such advance shall be deemed a loan that shall be evidenced by a Demand Promissory Note which shall bear interest at the rate of ten percent (10%) per annum until paid. The debtor Member hereby agrees to assign to the lender Members all of his/her interest in the Company as security for said loan and to execute a Security Agreement and other documentation as needed to evidence such grant of security, and further agrees to assign all of his/her interest in Company distributions as payment for said loans, (except distributions made to pay income taxes in accordance with Section 4.5 heretofore) until the loans are fully paid.

ARTICLE VI
CAPITAL ACCOUNTS; DRAWING ACCOUNTS

Section 6.1 Capital Accounts. An individual capital account shall be maintained for each Member. The capital interest of each Member shall consist of his or her original contribution of capital, increased by (1) additional capital contributions, and (2) any credit balances transferred from his/her drawing account to his/her capital account and decreased by (a) distributions in reduction of Company capital, and (b) his/her share of Company losses, if charged to the capital accounts of the Members.

Section 6.2 Drawing Accounts. An individual drawing account shall be maintained for each Member. All withdrawals by a Member shall be charged to his/her drawing account. Withdrawals during the year shall be limited to such amounts as the Managers by a majority vote, determined in accordance with Paragraph 8.2 herein, shall determine from time to time, provided, however, that such determination shall be made on a nondiscriminatory basis. Each Member's share of profits and losses shall be credited or charged to his/her drawing account. The Managers may determine by a majority vote to transfer to Company all capital or any portion of the credit balances in the drawing accounts of the Members. Any amounts transferred shall be in the proportion of the Member's interest in profits or losses of the Company.

Section 6.3 Balances in Drawing Accounts. A credit balance in a Members drawing account shall constitute a liability of the Company to that Member, and it shall not constitute a part of that Member's interest in the capital of the Company. A debit balance in a Member's drawing account, whether occasioned by drawings in excess of his/her share of Company profits or by charging him/her with his/her share of Company loss, shall constitute an obligation of that Member to the Company, and it shall not reduce his/her interest in the capital of the Company. It is anticipated however, that at the end of each year, the drawing

accounts will be reconciled with the capital accounts and distributions will be made to equalize any excess draws.

ARTICLE VII
PROFITS OR LOSSES

The net profits or net losses of the Company shall be credited or charged to the Members in accordance with their relative ownership percentages. At the formation of the Company, the parties ownership interests are as follows:

TIMOTHY SWEET and ELAINE SWEET	50%
TY ULLMAN and LAURA ULLMAN	50%

ARTICLE VIII
MANAGEMENT PROVISIONS

Section 8.1 Management. The business and affairs of the Company shall be managed by its Managers. The initial Managers shall be TIMOTHY SWEET and TY ULLMAN, or the survivor thereof, and they shall remain as Managers as long as they are willing and able, provided, however, that they shall not be able to continue as Managers if they or a Member of their family (spouse or child or grandchild) no longer owns a Member interest in the Company. The Managers may from time to time add other Managers as they deem necessary and appropriate. Upon the death, disability or retirement of the last original Manager, the Members shall elect such other Managers as they deem appropriate, provided, however, that if the original Managers have appointed additional Managers, or designated a successor Manager prior to their termination as Managers, the additional Managers or successor Managers shall continue as Managers, and the Members shall have no vote with respect thereto.

Section 8.2 Voting by Managers. Each Manager shall have an equal voice in the management of the Company business. A majority vote of all Managers shall resolve all issues, except that all Managers must agree unanimously prior to the sale of all or any portion of real property owned by the Company.

Section 8.3 Time Devoted by Managers; Delegation. The parties understand that the Managers have other business activities that take a substantial portion of time and attention. Accordingly, the Managers are required to devote to the business of the Company only the time and attention that they in their sole discretion shall feel is required. The Managers may agree to delegate part or all of their day-to-day duties to an agent who may be one of the Managers, provided that the Managers will remain responsible for the activities of said agent.

Section 8.4 Bank Accounts. One or more of the Company bank accounts shall be established and checks on the accounts may be signed by any one of the Managers.

Section 8.5 Special Provision on Death of Manager. Notwithstanding any provisions herein to the contrary, upon the death or withdrawal as Manager of one of the initial Managers named in Section 1 heretofore, where the former Manager and/or his immediate family continues to own a Member's interest in the Company, the following special provisions shall apply:

a. Real Property Leases: Any real property Leases between the Company and CLEARWATER SUMMIT GROUP, INC., or its successor, where the Managers and/or members of their immediate families own a controlling interest, shall be at fair market value, which shall be determined by an independent third party appraiser unless all Members agree otherwise.

b. Distributions: In addition to the income tax distributions required under Section 4.5 heretofore, the Managers shall cause to be distributed to the Members at least annually all excess cash after making reasonable provision for foreseeable cash needs to maintain its properties only and not to expand, unless such expansion is approved by at least seventy-five percent (75%) of all outstanding Members' interests.

ARTICLE IX
COMPENSATION TO MANAGERS

No salary shall be paid to any Manager for his or her services to the Company unless otherwise agreed in writing. If any of the initial Managers is no longer a Manager, the consent must be by a majority of the Members.

ARTICLE X
RESTRICTIONS ON TRANSFERABILITY OF INTEREST

Section 10.1 General. Except as otherwise specifically provided in this Operating Agreement, no Member shall sell, assign, pledge, or otherwise transfer or encumber in any manner, or by any means whatsoever, any interest in all or any part of his/her interest in the Company.

Section 10.2 Right of First Refusal.. A Member may sell his/her interest in the Company, only after he/she has first offered it to the Company and the other Members as follows:

a. The Member shall give written notice to the Company and to all Members that he/she desires to sell his/her interest and must attach to that notice the written bona fide offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The Member shall certify that the offer is genuine and in all respects what it purports to be.

b. Within thirty (30) days after the receipt of the written notice referred to in subsection a, the Company may, at its option, exercisable in writing, purchase and retire the interest of the Member desiring to sell his or her interest at the price and on the terms set forth in the offer from the prospective purchaser. If the Company does not exercise its option to purchase all or any portion of such interest, the other Members shall have the option, within thirty (30) days after the expiration of the Company's option period, to purchase such portion of the remaining interest offered for sale as the interest owned by each Member at such date shall bear to the total outstanding interests in the Company less those of the selling Member; provided, however, that if any Member does not purchase his or her full proportionate share of such interest, the balance of the interest may be purchased by the other Members in similar ratios. In the event that the parties, or either of them, receive a bona fide offer to purchase the entire Company or all of its assets, and one or more Members desires to sell their combined one-half (1/2) interest, the other Members shall have the option to purchase the selling Members' interests for a pro rata share of the offered price, on the same terms as offered. If the other Members do not wish to purchase the selling Members' interests, then said Members shall cooperate to sell the entire Company or its assets to the third party offeror.

c. If the Company and the other Members do not exercise their options within the sixty (60) days provided under subsection b, the Member giving the notice shall be free to sell, transfer or otherwise dispose of his or her interest in the Company to the person or persons specified in the notice, subject to the limitations and restrictions set forth in Section 10.4, provided, however, that if the sale of the interest is not closed within sixty (60) days after the expiration of the options described in subsection b, said interest shall again become subject to the restrictions of this Section 10.2, as though the interest had never been offered.

Section 10.3 Gifts and Bequests. Subject to the limitations and restrictions set forth in Section 10.4 herein, a Member may transfer by gift or bequest all or any portion of his/her interest in the Company without regard to Sections 10.1 heretofore, provided that the donee or other successor-in-interest complies with all other provisions of this Operating Agreement and further provided that the donee or successor in interest is either the Member's spouse, or lineal descendants (including adopted children). The recipient of a gift or bequest of an

interest from a Member who is also a Manager shall not be a Manager by virtue of said gift or bequest.

Section 10.4 Limitations and Restrictions Where Transferee is Non-Member; Majority Consent. Notwithstanding anything contained in this Operating Agreement to the contrary, unless the Managers approve by majority written consent of the proposed sale or gift of the transferring Member's interest to a transferee or donee who is not currently a Member immediately before the sale or gift, the proposed transferee or donee shall have no right to become a Member. The transferee or donee shall be merely an economic interest owner.

ARTICLE XI
DISSOLUTION; WINDING UP

Section 11.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

a. When the period fixed for the duration of the Company shall expire pursuant to Article III heretofore.

b. By the unanimous written agreement of all Managers; or

c. Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the Company (a "Withdrawal Event"), unless the business of the Company is continued by the majority consent of the Managers within ninety (90) days after the Withdrawal Event.

Section 11.2 Winding Up; Liquidation, and Distribution of Assets. Upon dissolution, the Company shall immediately commence to wind up its affairs. The Members shall continue to share profits and losses during liquidation in the same proportions as before dissolution. The proceeds from liquidation of Company assets shall be applied as follows:

a. Debts of the Company, other than to Members.

b. Amounts owed to Members for unpaid salaries and for the credit balances in their respective drawing account.

c. The capital contributions of the Members as reflected in their respective capital accounts.

Section 11.3 Gains or Losses in Winding Up. Any gain or loss in disposition of Company properties in the process of liquidation shall be credited or charged to the Members

in the proportion of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Members in the proportions of their interests in profits or losses as specified in Article VII.

Section 11.4 Balance Owed by a Member. Should any Member have a debit balance in his or her capital account, whether by reason of losses in liquidating Company assets or otherwise, the debit balance shall represent an obligation from him or her to the other Members, to be paid in cash within thirty (30) days after written demand by the other Members.

ARTICLE XII
WAIVER OF RIGHT TO COURT DECREE OF DISSOLUTION

The Members agree that irreparable harm would be done to the goodwill and reputation of the Company if any Member should bring an action in court to dissolve this Company or otherwise take voluntary action to cause the dissolution of the Company. Care has been taken in this Operating Agreement to provide what the Members feel are fair and just payments to be made to a Member whose relation with the Company is terminated for any reason. Accordingly, each of the parties accepts the provisions under this Operating Agreement. Each party hereby waives and renounces its right to seek a court decree or dissolution or to seek the appointment by a court of a liquidator for the Company.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Arbitration. If any controversy or claim arising out of, or relating to, this Operating Agreement, cannot be settled by the Members, the controversy shall be settled by arbitration. If the parties cannot select a mutually agreeable arbitrator for this purpose, they shall apply to the Superior Court for Spokane County and request that an arbitrator be selected. All arbitration proceedings shall be in accordance with the provisions of applicable Washington law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All parties to this agreement hereby specifically agree to waive their right to appeal any such judgment.

Section 13.2 Governing Law. The construction of this Agreement shall be governed by the laws of the State of Washington.

Section 13.3 Incorporation of State Law by Reference. The parties hereby agree to incorporate by this reference all of the provisions of Washington Code Title 25.15, to the extent they are not inconsistent with the provisions of this Operating Agreement.

Section 13.4 Consent of Spouses. The married parties hereto agree to cause their respective spouses to execute this Agreement so as to indicate their consent and approval to the terms of this Agreement, and to the restrictions contained therein, upon the interests of said spouse in the Company, if any. In the event that a party should marry or remarry, as the case may be, such new spouse shall be appraised of and be required to similarly execute this Agreement. This provision specifically does not create any rights or interests in a spouse.

Section 13.5 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions thereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 13.6 Merger. This Agreement expresses the full and final agreement of the parties hereto and incorporates and supersedes all prior and contemporaneous negotiations and agreements and will not be supplemented or qualified by oral or written evidence of such matters or by court's dealing.

Section 13.7 Binding Effect. This Agreement shall bind the respective executors, administrators, heirs, devisees, successors and assigns of the parties hereto.

Section 13.8 Counterpart Signatures. For the convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Operating Agreement.

MANAGERS:

TIMOTHY SWEET

TY ULLMAN

MEMBERS:

TIMOTHY SWEET

ELAINE SWEET

TY ULLMAN

LAURA ULLMAN

ALR:kgw
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Parcel Title Summary

Initial Review date: 3-19-25
Reviewed By and/or **Title Examiner: Stephanie Golly**
Project Name: City of Spokane; Wellesley Ave – Freya To Havana Reconstruction
Parcel No.: 35031.0108
Title Report: First American Title, Order No. 4259-4251482, dated 3-13-25
Property Owner: Timothy P. Sweet and Elaine M. Sweet, husband and wife
Nature of Acquisition: Fee and TCE
Abbreviated Legal verified: Ptn. Lots 2 And 3, Blk 1, Hillyard Orchard Heights
TR Legal description verified: Yes
Property Address: 4316 E. Wellesley Ave.

Sch. B, Part II, Exception No.	Description (Doc title & AFN)	Recommended Action	Action by and/or Comments	Final Transmittal encumbrance clearing language
1.-8.	General Exceptions	Accept.	None.	Subject to.
9.	Excise Tax	Clear.	None.	Delete, city is exempt.
10.	2025 RE Taxes APN: 35031.0108	Clear.	None.	Delete, taxes set over to remainder on the deed.
11.	Purchase price is less than assessed value.	Clear. This is a partial acquisition.	None.	Delete.
12.	Unrecorded leaseholds	Clear.	None.	Delete. Release of lease obtained for all tenants.
13.	CCR's on plat	Accept.	None.	Subject to.
14.	Easement in favor of WWP Recorded: 4-24-1952 AFN: 95165B	Clear. Affects the south line of the property and the acquisition is along the north.	None.	Delete.
15.	Easement in favor of WWP Recorded: 4-28-1952 AFN: 95928B	Clear. Affects the south line of the property and the acquisition is along the north.	None.	Delete.
16.	Easement in favor of Kaiser Aluminum & Chemical Corp Recorded: 5-3-1962 AFN: 857499B	Accept.	None.	Subject to.
17.	BLA Recorded: 1-11-1995 AFN: 9501110112	Accept.	None.	Subject to.
18.	BLA Recorded: 1-30-1995 AFN: 9501310318	Accept.	None.	Subject to.

The above recommendation was prepared by:

By: _____ 8.4.25
Elizabeth Johnson, Project Manager
Commostreet Consulting, LLC
Date

The undersigned has reviewed and approved the above exceptions/paragraphs to be deleted or remain on title due to the Agency.

By: _____ _____
Date

CITY OF SPOKANE
DEPARTMENT OF
ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
spokaneengineering.org

July 28, 2025

Timothy & Elaine Sweet
19208 E. Broadway Ave.
Spokane Valley, WA 99016

Revised Offer Letter
Project Title: Wellesley Ave - Freya to Havana Reconstruction
Parcel Number: 35031.0108
Parcel Address: 4316 E. Wellesley Ave. Spokane, WA 99217
Federal Aid Number: CDS-NHFP-3936(005)

Dear Timothy & Elaine Sweet,

In the offer letter dated June 18, 2025, the City of Spokane (Agency) offered to purchase property and/or property rights owned by you and identified as parcel number 35031.0108.

The appraisal which resulted in the Agency's offer has now been revised due to considerations made upon receipt of your counteroffer. The appraisal has been updated to reflect additional sales and the income approach to value. This revision makes it necessary to withdraw the Agency's original offer and make a new offer.

The Agency has established an amount it believes is just compensation based on the market value estimated for your property. The Agency's revised offer is as follows:

Land Conveyed Fee:	21,773 SF @ $6.50/SF	$141,525.00
Improvements:		
Manual Fence Gate	$1,813.00 @ 70% value	$1,269.00
Gravel Paving	5,540 SF X $2/SF @ 50% value	$5,540.00
6ft Chain Link Fence with Barbwire	264 LF X $35.03 @ 70% value	$6,474.00
6ft Chain Link Fence	137 LF X $30.44 @ 70% value	$2,919.00
Shop +/- 1,400 SF	1,400 SF X $108.766/SF	$152,273.00
Total Amount (Rounded)		**$310,000.00**

You may wish to employ professional services to evaluate the agency's new offer. However, the $750 evaluation allowance mentioned in our original offer letter is a one-time allowance only.

Your property has been examined by a qualified appraiser and appraisal reviewer who have carefully considered all the elements which contribute to the market value of your property. You, or your designated representative, were provided with an opportunity to accompany the appraiser and appraisal reviewers on all inspections of your property. By law, the appraisers and appraisal reviewers must disregard any general increase or decrease in value caused by the project.

All other rights, as summarized in the original offer letter, remain unchanged. This letter has been sent to provide a revised but concise statement of the Agency's offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

Sincerely,

Elizabeth Johnson
Commonstreet Consulting, LLC
509-599-3160
elizabeth@csrow.com

Enclosures

Acknowledgment of receipt of Offer Letter

Signature: _____ Date: 7-28-19

Signature above does not mean acceptance or rejection of offer.

Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/08/2025

Date Rec'd	8/13/2025		
Clerk's File #	OPR 2025-0609		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFP 6390-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RFP 6390-25 BACKFLOW TRACKING SYSTEM		

Agenda Wording

Request for Proposal #6390-25 Backflow Tracking Program

Summary (Background)

The City of Spokane sent out Request for Proposal #6390-25 on 5-13-25 via the City's ProcureWare to 23 bidders. Six responses were received by 6-13-25 and recommending the low responsive responsible bidder, NJB Soft LLC "SAMS" (Phoenix, AZ) This contract will be 1 year with the option to renew for 3 additional years.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 134,415.00
Current Year Cost	$ 53,100.00
Subsequent Year(s) Cost	$ 2nd YR $26,100.00 3rd YR $27,000.00 4th YR $28,215.00

Narrative

Amount		Budget Account
Revenue	$ 134,415.00	# 4100-30210-34141-53104-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Select

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

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	SCOTT, ALEXANDER		

Distribution List

Everett Adams everett.adams@njbsoft.com	tlester@spokanecity.org
tprince@spokanecity.org	nrussell@spokanecity.org
rgennett@spokanecity.org	rgennett@spokanecity.org
lhopkins@spokanecity.org	jdclark@spokanecity.org

City Clerk's No. _____

City of Spokane

CONTRACT

BACKFLOW SYSTEM

THIS CONTRACT is between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NJB SOFT LLC,** whose address is 202 East Earll Drive, Suite 110, Phoenix, Arizona 85012-2602, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company will provide SAMS Cross Connection Software Implementation and Support, in accordance with Company's Response to Request for Proposal dated June 13, 2025, attached as Exhibit B. Company was selected through Request for Proposal No.6390-25. In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERMS. The Contract shall begin September 22, 2025, and run through September 21, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) one (1) year renewals

3. COMPENSATION. Total compensation under this Contract shall not exceed **FIFTY-THREE THOUSAND ONE HUNDRED SIXTY AND NO/100 DOLLARS ($53,000.00)**, plus applicable sales tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

4. PAYMENT. The Company shall send its application for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NJB SOFT LLC	**CITY OF SPOKANE**
By_____	By _____
Signature Date	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 Request for Proposal dated June 13, 2025

25-155

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B

CITY OF SPOKANE – PURCHASING
& CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

INFORMAL REQUEST FOR PROPOSALS

iRFP NUMBER: #6390-25 **RFP TITLE: Backflow System** **RFP COORDINATOR: Tanya Lester, City of Spokane Purchasing Department tlester@spokanecity.org, 509-625-6576** **QUESTION DEADLINE: Friday, May 23rd[h]** **TIME: 4:30 PM**	**PROPOSAL DUE DATE: Friday June 6th** **TIME: 1:00 PM** **PROPOSAL SUBMITTAL:** **All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.**

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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: https://spokane.procureware.com. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Water Department (hereinafter "City") is initiating this Informal Request for Proposals (hereinafter "IRFP") to solicit Proposals from Firms interested in providing a Backflow System. The Backflow System helps the City keep track of all backflow systems installed in the City to assure that they get tested yearly to stay in compliance with all regulatory requirements. The City send out notifications from the system to Customer to let them know when testing is required. Companies outside the City provide testing to customer and report that information via the web based tester entry system. The City is then able to verify compliance and completeness of testing and complete needed reporting to regulatory agencies.

1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have 10 years of experience with backflow systems and/or solutions.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be for multiple years with potential for renewals. Contract is renewable upon mutual agreement.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached in the documents section in Procureware.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	Friday May 23rd @ 5:00 pm
Proposals Due	Friday June 6th @ 1:00 pm
Evaluation, Negotiation and Contract Award	Late June
Begin Contract Work	August

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

Backflow - a term in plumbing for an unwanted flow of water in the reverse direction.

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation**.**

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

SaaS – Software as a Service.

On-Premises – Application runs on a City server in City's data Center.

Hosted - software that is installed, hosted and accessed entirely from a remote server or location

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

2. SCOPE OF SERVICES

The Software Provider shall provide a comprehensive Backflow system/solution. This will include implementation, integrations to existing City systems, and ongoing support.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

C. Identification of any current or former employees or officers from the City or participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. Describe how Firm will respond proactively to issues and scope changes. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP. Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. For licensing and pricing purposes, Proposers should provide cost detail for simultaneous concurrent users or named user licenses. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

At a minimum include the following:

1. Hardware, software, professional service fees:
    a. Software license costs
    b. Professional services fees for implementation, training, conversion, project management and related services.
    c. Professional services for integration (specify the integrations required if applicable).
    d. Project expenses (travel, per diem, etc.).
    e. Total software/hardware implementation costs.
    f. SaaS Costs
2. Annual hardware and software maintenance fees.
    1. Annual operations and maintenance/support costs. If this cost differs over years, please report the cost for each year separately. Please include all third-party services.
    2. Total on-going maintenance/support cost.

Costs for subcontractors are to be broken out separately.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: https://spokane.procureware.com before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine documents if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.

6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 40% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	 40 Points (Maximum) 40 Points (Maximum)	70 points
MANAGEMENT PROPOSAL – 30% Firm and Staff Experience/Capabilities/Qualifications	 60 Points (Maximum)	60 points
COST PROPOSAL – 35%	60 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		**200 POINTS**

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. REQUIREMENTS

The Requirements Table is categorized by various required and desired features. This table will be used to determine the compatibility of the Firm's software to the requirements of the City of Spokane's Loan Servicing System. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table below. An omitted response or a deviation from the alpha responses provided below will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If you need to add any comments to further clarify your response, please do so in the column specified (if additional space is required, please attach any necessary documentation and index appropriately).

Response	Definition
Yes	This requirement currently exists and can be demonstrated.
Pending	This requirement is scheduled for future release and will be incorporated at no additional cost prior to or post system implementation. Please provide the estimated release date.
Extra	This requirement is not currently available but can be provided as a modification at an additional cost. Proposer is to provide an explanation in the "comments" column that includes the total cost of the modification.
No	This requirement is not supported and/or is not provided as part of this Proposal

NOTE: It is not expected that the proposed solution will be able to provide all of the functionalities specified in the table. However, during the Proposal's review this will be used to evaluate each Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

Examples of expected Firms response: Yes, No, NA

#	Business Requirements	Firm Response	Comments, Explanation and/or Clarification
1	User friendly tester portal. Include in the proposal how the proposed solution will meet this requirement.		
2	Tester/Customer portal that allows customer to see all their backflow assemblies with one login. Include in the proposal how the proposed solution will meet this requirement.		
3	Arc GIS ERSi Compatible mapping functionality. Include in the proposal how the proposed solution will meet this requirement.		
4	API to allow the City to access information in the system with proven ability to integrate with Azure. Include in the proposal how the proposed solution will meet this requirement.		
5	Unlimited users allowed without additional cost to the City. Include in the proposal how the proposed solution will meet this requirement.		
6	Ability to send mailings to multiple contacts (e.g. 5 or more) with the flexibility to indicate if the mailing is postal or via e-mail as well as exclude contacts from receiving mailing on the contact level. Include in the proposal how the proposed solution will meet this requirement.		
7	Billing sync that has the flexibility to indicate if information should or should not be overwritten in the backflow system during sync at the premise/contact level. Include in the		

	proposal how the proposed solution will meet this requirement.		
8	Ability to create, edit, track, generate letters, and setup reminders for surveys. Include in the proposal how the proposed solution will meet this requirement.		
9	Send letters for failed test reports and survey violations. Include in the proposal how the proposed solution will meet this requirement.		
10	Ability to generate Washington State Compliant ASR Report information. Include in the proposal how the proposed solution will meet this requirement.		
11	Ability to mass update records in the system. Include in the proposal how the proposed solution will meet this requirement.		
#	**Technical Requirements**	**Firm Response**	**Comments, Explanation and/or Clarification**
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.		
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?		
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.		
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.		
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation		
	b) System configuration		
	c) Data Conversion		
	d) Training (A sample of training materials & documentation should be included)		
	e) Test planning and execution		
	f) System interface design and support		
	g) System roll-out, procedures, and support		
3	Please describe your current project management methodology.		
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.		
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.		
3	Describe your escalation process for issues that are not resolved during initial call.		

4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.		
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.		
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.		
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.		
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.		
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.		
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.		
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.		
4	Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.		

5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.		
Database Management			
1	List any limits to data storage provided as part of your proposed solution.		
2	What database platforms does your product support?		
3	Estimated database size and memory requirements.		
4	Specific database configuration requirements, if any.		
5	Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?		
6	Is data available and accessible in native format to City's data management team (data extracts) on a regular basis.		
Servers and Operating System			
1	Specify if system will be physical, virtual or an appliance.		
2	Supported virtualization platforms		
3	Supported Operating Systems		
4	Number of virtual servers required		
5	Recommended drive space requirements		
6	Recommended RAM (GB)		
7	Recommended # of CPU		
8	Recommended # of NICs		
9	Will any servers need to be public facing or located in the DMZ (demilitarized zone) for any on premises components?		
10	Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions?		
Network Requirements			
1	Specify maximum allowed latency requirements		
2	Specify the typical amount of network traffic generated by this application in Mbps		
3	Specify the minimum network bandwidth required for each client installation in Mbps		
4	Specify all network ports that will need to be opened for both clients and network firewalls.		
5	Specify all public IP addresses that will need to be accessed by clients or servers.		
6	Specify any special IP address or protocol requirements for server or client PCs		
7	Specify remote access requirements and identify remote access users/equipment		
8	Specify physical switch port count requirements and port speed		
9	Specify any special network design requirements		
10	Specify if there are any QOS requirements		

11	Specify any telephony requirements analog and or IP		
12	Specify any wireless access requirements		
13	Specify fiber or ethernet cabling requirements		
14	Specify power requirements for all new equipment		
15	Identify any certificate requirements		
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.		
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.		
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.		
2	Describe your notification practices for:		
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		
3	Describe any test or "sandbox" environments you would provide to the City of Spokane.		
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)		
Access / Authentication			
1	Application must require users to enter a User ID and a Password to gain access. User IDs and Passwords must be encrypted while in transit and at rest. Passwords must support configurable password complexity, age, and reuse limitations.		
2	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?		
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?		
4	Does the vendor support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions?		
5	Does the system include hidden user access accounts and/or default vendor accounts. What type of access does the vendor and its employees have or expect to have?		

6	Application must allow for the limiting of access to functionality and data through the use of security roles. Security roles should be configurable around processes/functions, data types, or job classifications.		
7	Does application have an auto-logout function and, if so, is that configurable?		
Breaches			
1	Vendor should notify users of any system/data breach within applicable state and federal law.		
Communications and Operations Management			
1	Is there a formal operational change management / change control process?		
2	Are separate environments for development, staging, testing/QA, and production supported and maintained?		
3	Are system resources reviewed to ensure adequate capacity is maintained?		
4	Are suitable tests of systems and applications carried out during development and prior to acceptance?		
5	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?		
6	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
7	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?		
8	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
9	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
10	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
11	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
12	Is City of Spokane data ever stored on non-company managed equipment?		
Data Security and Ownership			
1	Is there an information security policy?		
2	Have information security policies been reviewed in the last 12 months?		
3	Is there an individual or group responsible for security within the organization?		

4	What is the geographic location and/or legal jurisdiction of customer data storage? Are commercial and government customer data managed differently?		
5	City of Spokane retains ownership of all city data. Any contractual issues associated with this requirement?		
6	What rights does the vendor gain with respect to use of customer data?		
7	What methods are available to export customer data should the contract terminate?		
8	Is data encrypted at rest? In transit? If so, to what standard?		
9	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?		
10	What does the vendor log and how long are logs retained? What methods exist to extract data for auditing and reporting?		
Disaster Recovery			
1	What is the data retention configuration and data recovery methods for customer data? How often are data/systems replicated between sites?		
2	What is the vendor's service/business continuity plan? Disaster recovery plan? How often are these plans tested?		
3	How far back can a record/application/virtual machine be recovered?		
4	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?		
5	Are alternate facilities (e.g. data centers, office locations, etc.) used?		
6	Please provide SLAs as it relates to the service offered.		
Physical and Environment Security			
1	Is there a documented physical security policy?		
2	Do systems and applications hosting City of Spokane data reside in a data center?		
3	Is the data center shared with other tenants?		
4	What technology is used to secure and monitor the datacenter (e.g. badge access, video or camera surveillance, etc.)?		
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		
Standards			
1	Does the solution include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4))		
2	What security frameworks/standards has the vendor adopted and how is compliance with these frameworks/standards ensured/verified?		
Vendor Risk Assessment			
1	Does vendor require software developers to attend and complete regular security training?		
2	Does vendor use a secure code repository?		

3	Vendor should certify the use of accredited third party entities to conduct a vulnerability test and a penetration test not less than once per year.		
4	Does the application have a documented software development lifecycle that complies with NIST SP 800-64		
5	Does the vendor have a documented security testing plan?		
6	How does the vendor develop and manage custom code for its customers?		
7	How often does the vendor perform periodic vulnerability scans of development environments?		
8	What priority is given to client identified security vulnerabilities?		
9	What is the mean time to patch or remediation of identified security vulnerabilities?		
10	Has the vendor engaged in SSAE 16 efforts?		
11	Has the vendor had any breaches, compliance findings, or other security incidents in the last three years?		
12	Is vendor datacenter/infrastructure located in a natural hazard area (e.g., flood plain, earthquake)?		
13	Has the vendor engaged in SOC 2, Type 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality or Privacy efforts? And are these reports available for review?		

6. RFP Attachments

IRFP 6390-25 attachment 1 – Terms and Conditions

IRFP 6390-25 Attachment 2 – Bid Document

IRFP 6390-25 Attachment 3 – Requirements Table Form

Bid Response Summary

Bid Number	iRFP 6390-25
Bid Title	Backflow System
Due Date	Friday, June 13, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	NJBSoft, LLC
Submitted By	everett.adams@njbsoft.com everett.adams@njbsoft.com - Friday, June 13, 2025 9:00:31 AM [(UTC-08:00) Pacific Time (US & Canada)] everett.adams@njbsoft.com 720-475-6613
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):	2
	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 confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	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 compliance with Terms and Conditions in Request for Proposals 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
	6	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 for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES

	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Everett Adams everett.adams@njbsoft.com 720-475-6613
	9	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.	Matthew Grewe matthew.grewe@njbsoft.com 330-206-6232
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposals Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	City of Spokane RFP Response (Final).pdf
	3	Upload completed Requirements Table Form if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	IRFP 6390-25 Attachment 3 - Requirements Table Form (1).pdf
	4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	5	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

Friday, June 13, 2025

BACKFLOW SYSTEM
RFP #6390-25

City of Spokane, WA

SAMS
NJBSoft

Everett Adams
Everett.adams@njbsoft.com

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NJBSoft, LLC
202 E Earll Dr. Suite 110,
Phoenix, AZ 85012

Tanya Lester
Purchasing Department

June 13, 2025

Address: 915 N. Nelson St.
Spokane, WA 99202

Phone: 509-625-65765
Email: tlester@spokanecity.org

SUBJECT: Backflow System

Dear Tanya and Spokane Team,

NJBSoft, LLC. appreciates the opportunity to submit this proposal to assist the City of Spokane in selecting a software for this Backflow System project. We at NJBSoft understand the challenges of City of Spokane and its unique organization compliance structure. With SAMS, the City of Spokane will be able to achieve the compliance features detailed in this solicitation. NJBSoft is a limited liability corporation headquartered in Phoenix, Arizona and has been in business for over 15 years. Its SAMS Team brings years of expertise in assisting utility compliance needs across the country as our software is focused on simplifying compliance and operations management programs. We offer state of the art software, resources, and experience to ensure that this project is a resounding success. The advantages for selecting SAMS for this project include:

- We have successfully completed numerous similar projects throughout the US including: Washington, Arizona, Colorado, Ohio, Texas, California, Missouri, Pennsylvania, Indiana, Illinois, New Jersey and many more.
- We possess a clear understanding of state regulations and the associated compliance requirements to meet those regulations. SAMS helps streamline and simplify each part of the compliance process.
- NJBSoft meets the minimum RFP qualifications identified in Paragraph 1.3 “Minimum Qualifications”
- NJBSoft will comply with all terms and conditions set forth in the RFP

Our team looks forward to developing a long-lasting relationship with City of Spokane through this upcoming project. Please contact me directly with any inquires you may have.

Sincerely,

Matthew Grewe, P.E.
Director of Sales
matthew.grewe@njbsoft.com
(330) 206-6232

Technical Proposal

Executive Summary

SAMS by NJBSoft, is the first compliance software solution that lets utilities see their compliance across all departments in one solution. NJBSoft appreciates the opportunity to submit this proposal to assist City of Spokane (City) and understands the challenges of the City and its unique organizational compliance structure. With SAMS, the City will be able to achieve the compliance features detailed in this solicitation. Our SAMS Team brings years of expertise in assisting utility compliance needs across North America, as our software is focused on simplifying compliance and operations management programs. We are committed to making this project a success. We offer state of the art software, resources, and experience to ensure that this occurs.

Too many of our customers were tired of having 5 or more different softwares for different compliance needs in different departments. Our 7 compliance and operations modules have been purpose built in tandem with our first customers and provide out-of-the-box funcationality that works for all users; managers, staff, and external users (e.g., testers, customers and more). SAMS is a platform, not just a software, and will serve as the compliance data repository for City of Spokane (City), ensuring that all backflow compliance is being managed and completed in accordance to National and State of Washington regulations, as well as those specifically for the City.

NJBSoft offers a team of experts, as outlined in the “Management Proposal” section of this response, but we believe the true experts are the users who work with our SAMS software every day. Why not use a tool built by your counterparts, for your needs? At NJBSoft, we recognize that while all utilities perform similar tasks, each does them a little differently. That’s what makes SAMS unique, it delivers the most comprehensive functionality of any compliance software, empowering the City to proactively manage compliance and operational workflows with flexibility and precision.

SAMS is SaaS solution and meets all security requirements. We maintain a SOC 2 Type 2 certfication, as well as having the experience and know-how to deliver data migrations and integrations for workflows that the City has identified as requirements.

The City throughout this solicitation is asking for basic and more advanced functionality that is already available out of the box in SAMS including integrations with GIS and CIS 3rd party software. In addition, SAMS offers many features that would allow City to expand its programs utilizing SAMS for Cross Connection. SAMS exceeds the security requirements identified in this soliciation, all whiile having existing customers that validate its power and performance for their respective compliance programs. We at NJBSoft understand the City’s approach for managing its compliance programs and believe SAMS provides the with the best solution today, and into the future.

Firm Profile and Platform Functionality

Founded in 2010, NJBSoft, LLC was established with a vision to deliver a comprehensive software solution for environmental compliance, field operations, and utility data management. Privately owned and consistently profitable, NJBSoft operates with a team of approximately 50 employees dedicated to serving the utility industry.

NJBSoft recognized a common challenge: compliance status within many organizations was typically understood by only one or two individuals and often gained broader attention only when issues arose. Compounding this problem, critical data was frequently siloed across departments, limiting visibility and coordination.

To address these gaps, NJBSoft developed **SAMS (Smart Automation Management Software)** a fully integrated utility operations and compliance management platform. SAMS was designed with the understanding that while utilities often operate within departmental silos, those silos can and should coexist with shared, accessible data environments.

SAMS offers a robust set of integration tools to unify data, reporting, analysis, and monitoring across the organization—bridging gaps where technology is lacking and seamlessly integrating where systems already exist. Whether filling in the missing pieces or providing a complete end-to-end solution, SAMS empowers utilities to gain clear visibility into compliance and operational performance.

NJBSoft's SAMS was created to address the very issues identified in this SOW, as well as cover all aspects of compliance management including:

- Compliance Data Management
- Charting, Graphing, and Mapping (GIS) based visualizations including time series animation within GIS
- Rules, Validations, and Algorithms (SDWA, state and local regulations as well as custom internal program limits)
- Advanced Reporting and Dashboarding functionality
- Automated workflows with fully customizable alerts, emails and reports including submission reports, CCR, electronic reporting, chain of custody, barcoded bottle labels, etc.
- Synchronized fully customizable and fully functional out-of-the-box applications and custom forms
- Bi-Directional (data view and data input) Email and SMS integration
- Native Mobile Apps for iOS, Android, and Windows (Ad-hoc and offline modes included)
- Built-in discussion forums and Audit Trails
- Document management, including processing permits and contracts without leaving the software.
- Full Asset and Inventory Management

SAMS is a Software as a Service (SaaS) system with a single unified architecture and offers seven (7) out of the box compliance modules that address environmental compliance and operations business requirements for the many various environmental data applications.

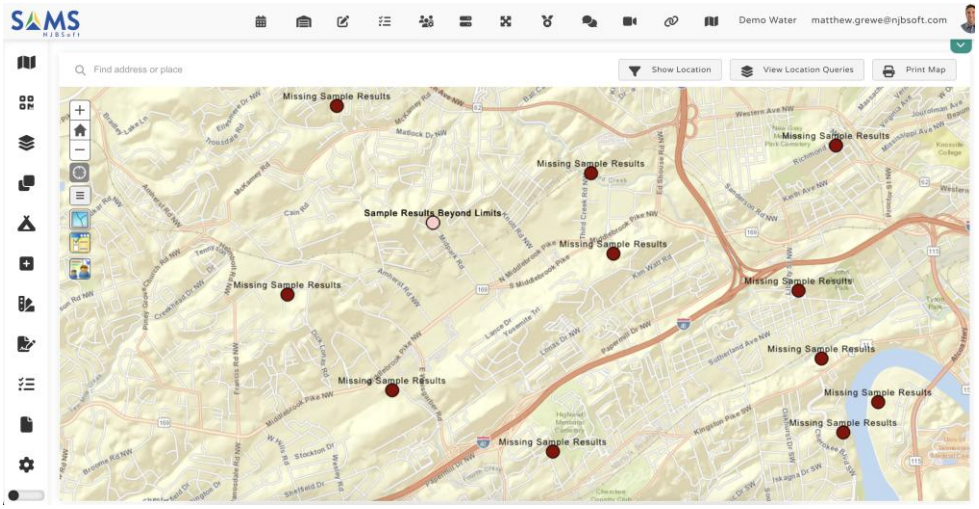
SAMS WATER | SAMS WASTE WATER | SAMS IPP &FOG | SAMS AIR QUALITY

SAMS CROSS CONNECTION | SAMS STORM WATER | SAMS ASSET MANAGEMENT

All the SAMS modules are cross-functional and allow user defined configurations to allow a user to implement the best way they see fit for their role.

Uniqueness of SAMS Solutions:

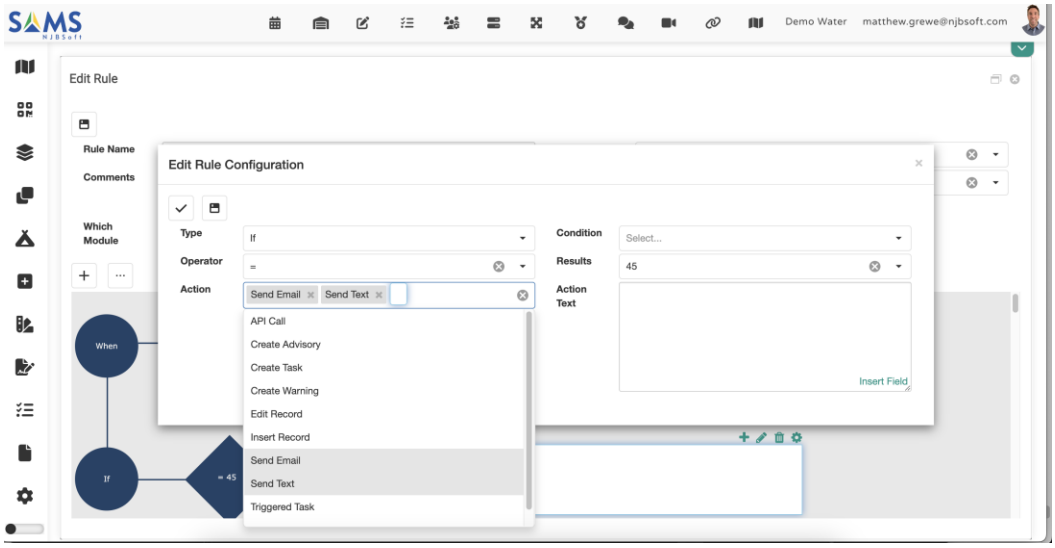
- SAMS provides an out-of-the-box solution for all the environmental compliance requirements specified in the SOW, and can configure customized interfaces, data structures, health and safety, document management, workflows, reports and field data collection as needed to quickly implement and meet the remaining.
- SAMS provides the ability to integrate with multiple technologies.
    - Example: ArcGIS server and display data with interactivity in SAMS just by inserting a link into SAMS.



- SAMS offers built in workflows to manage unique business needs with respect to environmental compliance.
    - Example: Full sample tracking all the way from scheduling, monitoring, identifying the status of sample collection, tracking chain of custody and bottle labels, utilizing field data collection app to grab field parameters,

transmitting COCs to the lab, tracking status of sample at the lab, tracking import of every data point and analyte ensuring reportable items are reported.

- **SAMS provides an ability to configure custom forms through a web browser without requiring a user to write any code.** These forms can include the use of a device's camera, microphone for dictation, and provides the ability to work offline. These forms can be used by SAMS native mobile apps for Field Data Collection without needing any updates and all changes made by the user.
- SAMs offers rules and workflow automations. Workflows allow action to be taken and accountability defined within your organization. **SAMS workflow automations provide individuals with the resources to control and manage what is most important to their everyday work environment.**
    - Example: Send an email to management when a chemical spill happens at a facility.
    - Example: Send a group text to the facility manager when a tank level is greater than or equal to 30 feet.



- Additionally, SAMS includes the ability to automatically email reports, graphs, charts, or dashboards at a predefined interval. **Meaning you don't have to sit by your computer to see your dashboard automatically update. SAMS will provide you the information that you want to see when you want it.**

With SAMS, NJBSoft has provided support to many water utilities such as the City across the North America including some of the largest systems such as Los Angeles Department of Water and Power (LADWP), Pittsburgh Water and Sewer Authority (PWSA), Golden State Water Company (GSWC), AQUA, Puerto Rico Water and Sewer Authority (PRASA), San Antonio Water System (SAWS), and numerous others. **Through these implementations, NJBSoft has always strived to achieve a solution that is out-of-the-box and easily configurable to meet the unique requirements of each client.** NJBSoft believes that these

are the exact features that the City is looking for and why SAMS, as a best-in-class software, is positioned to provide the City with the best compliance software solution. We further explain this below:

- SAMS modules already cover the environmental compliance aspects of implementation required and desired in this SOW. Furthermore, the SAMS solution is fully configurable to streamline implementation, ensure ease of use for all applicable staff, and accommodate any additional workflows or requirements identified by the City of Spokane during its initial implementation. NJBSoft has successfully deployed SAMS modules in similar settings for several large utilities, including LADWP, GSWC, Veolia, AQUA, and PWSA—demonstrating our ability to meet complex needs and deliver results in diverse regulatory environments.
- A uniquely qualified team of professionals:
    - Project management experience in ensuring timely delivery and coordination.
    - Our team is built around water utility industry experts that understand software should work for you. Not require you to adjust your work to utilize a piece of software. Our industry experts are made up of experienced business professionals, engineers, integration specialists and most importantly compliance officers.
- We understand what makes software successful for a water utility, like the City of Spokane. **Software is only as good as those that implement it, as well as the support and value deemed by the user, in this case the City. SAMS is more than just a template and forms software; SAMS includes built-in intelligence for compliance. SAMS understands the rules of your permit(s) and can recommend the proper actions required (i.e., renewal, comparison, contractual, etc.).** We understand that this project is important to the City and we have the staff with the knowledge and resources to ensure each department within the City that is involved with the project understands the workflows and how SAMS will instantly make their workday easier.
- To ensure success, NJBSoft proposes an agile based project management approach. Our team is experienced in adapting to evolving project needs while keeping delivery timelines and compliance goals on track. We prioritize flexibility and responsiveness to ensure the City's needs are met without compromising system integrity or project outcomes. The following outline describes the agile approach for managing this project:
    - Multiple parallel tracks
    - Prior experience with such deployments
    - Proven solution
- NJBSoft is committed to a proactive and collaborative approach when responding to issues and scope changes. We maintain open lines of communication with project stakeholders to ensure early identification of potential challenges or changing requirements.
    - Issue Management:

- NJBSoft utilizes a structured issue tracking system to log, prioritize, and resolve issues efficiently. Our support and implementation teams monitor performance and user feedback to detect and address issues before they impact operations. Regular status meetings and check-ins with the City help ensure transparency and timely resolution.

- Scope Change Management:
    - NJBSoft follows a formal change management process that includes documenting requested changes, assessing impacts on timeline and budget, and gaining mutual agreement before implementation. We work closely with the City to evaluate changes and offer practical solutions or alternatives that align with project goals.

- This proactive methodology ensures the City receives a well-managed, transparent implementation experience with ongoing support throughout the project lifecycle.
- While having a strong system that was implemented correctly, it is equally important to have a strong support post implementation to ensure continued success of the project. NJBSoft assure this through its support services detailed below.
    - Access to latest updates
    - Unlimited technical support through phone and email
    - A dedicated Account Manager that allows users to reach a live person that personally understands your implementation and system, ensuring that the support response is fast and efficient.

Functionality of SAMS:

SAMS is the only software built specifically to allows Utilities to manage and operate across the entire environmental compliance spectrum, including but not limited to Water, Wastewater, Cross Connection, IPP & FOG, Stormwater, and Air Quality to meet both Water and Environmental Programs to meet all reporting requirements.

SAMS understand the workflows required for compliance. It can handle random scheduling of tasks or samples and it is proactive in reminding, escalating to mangers, and processing rescheduling tasks based on pass/fail results.

SAMS is multilingual and can be used currently in 3 different languages (English, Spanish and French) and expanding.

SAMS has user management. Users may or may not have access to all, one, or a specific part of a module at a time. Access and visibility are managed at an administrative level. While SAMS has user management, SAMS is not priced based on users. City of Spokane can have as many users and accounts as needed.

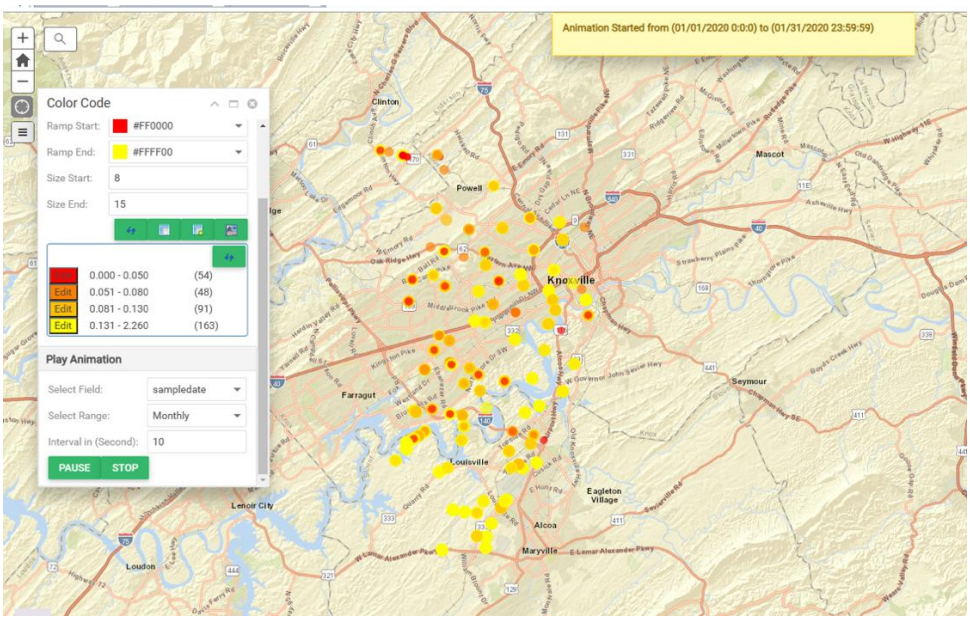
SAMS integrates with other software platforms to ensure the compliance data required to properly process and submit is as easy as a click. With API integrations, SAMS can connect with the City of Spokane's, CIS and GIS platforms and others if desired. Beyond the direct API connections, SAMS offers its own APIs to integrate with any software to meet your needs.

Integrate sample results from LIMS with SAMS. SAMS will upload and process results and analytes automatically with no repetitive input from end users, avoiding human input errors in your sampling and automating reporting to a few clicks.

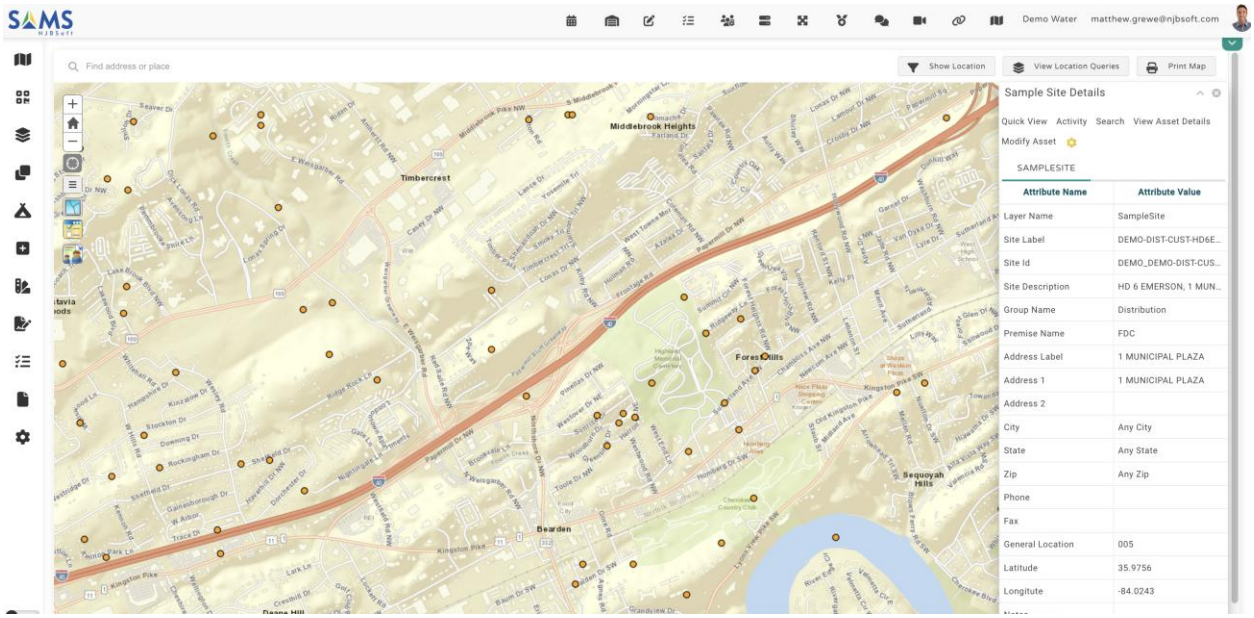
With a complete built-in intelligence platform, SAMS provides its clients with the ability to validate data entry to make sure that data is collected properly rather than fixing data after its collected. SAMS intelligence has allowed it clients to reach compliance rates as high as 98.5%.

SAMS allows users to configure customizable forms to be used for many different workflows. With the ability to work offline, your data will always be collected. SAMS does this by downloading the form to the device. The data will automatically transfer to SAMS when an internet connection is available. A user doesn't ever have to initiate a sync process.

SAMS is a GIS map-based (i.e., ESRI, Bing, etc.) software that allows its end users to process data visually, easily allowing data to be understood and evaluated on demand.

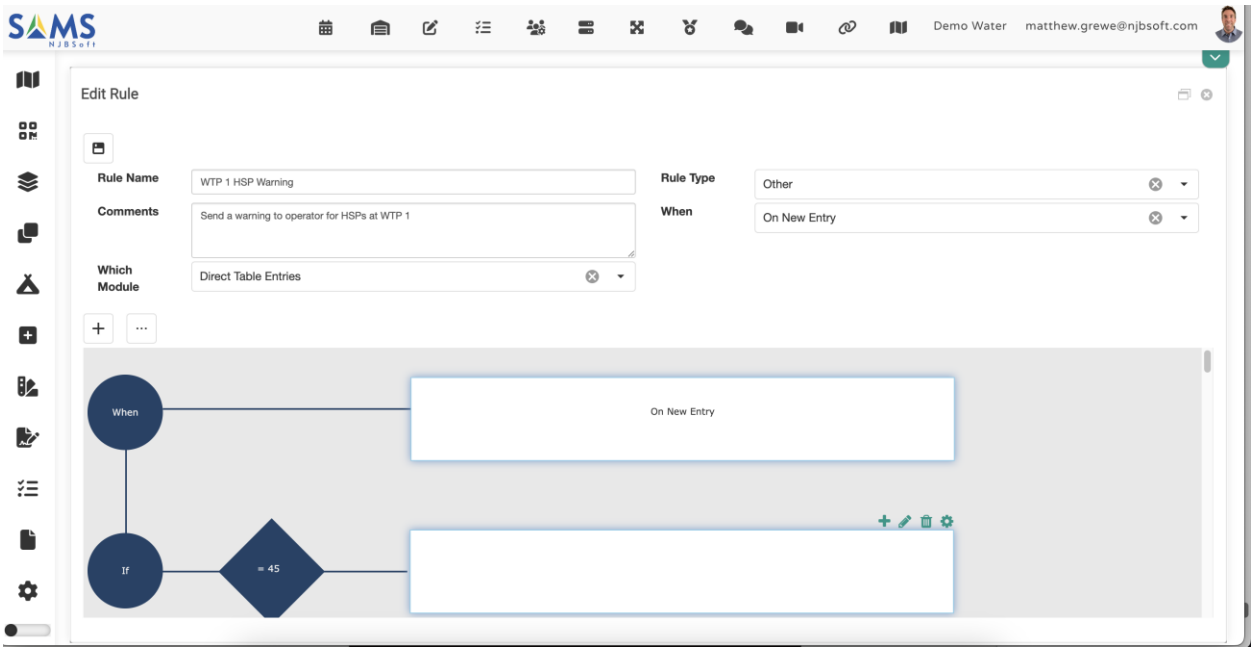


With point and click abilities to create a picture-based navigation to reach an asset and view operations of that asset (i.e., look at historical data, enter field data, view reports, etc).

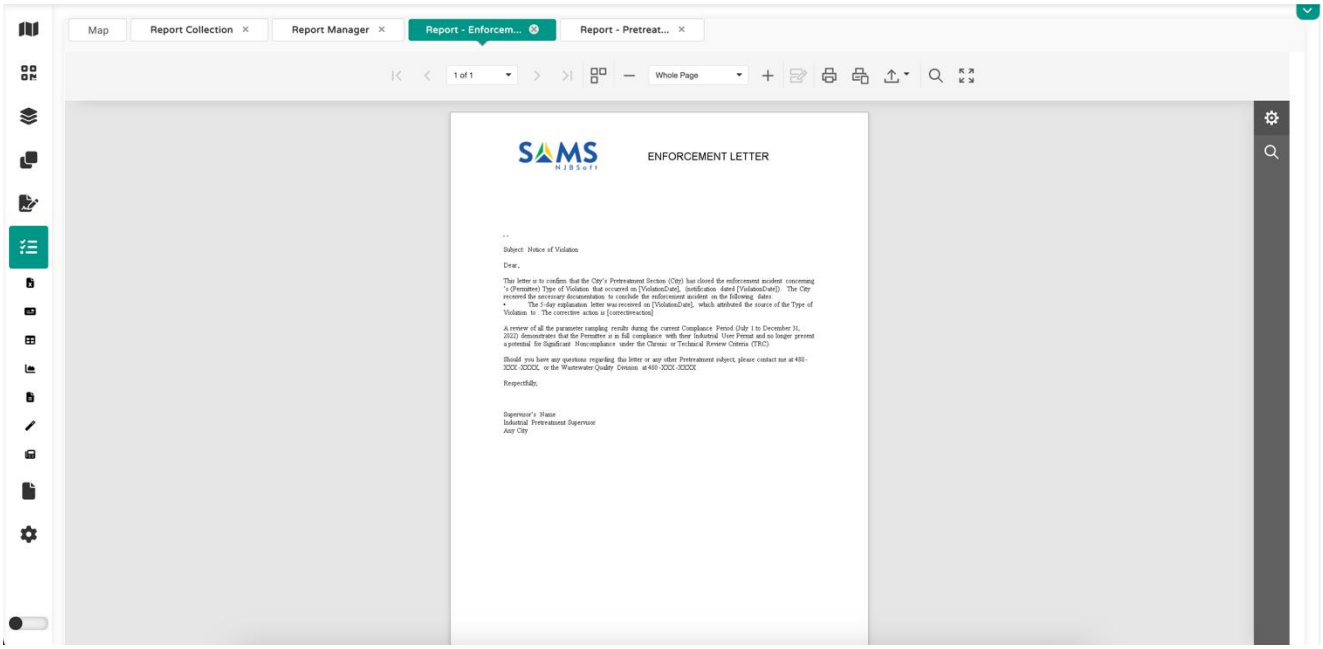


SAMS provides end users the ability to create internal and external notifications at scheduled intervals to ensure their compliance requirements are met within the timeframe required.

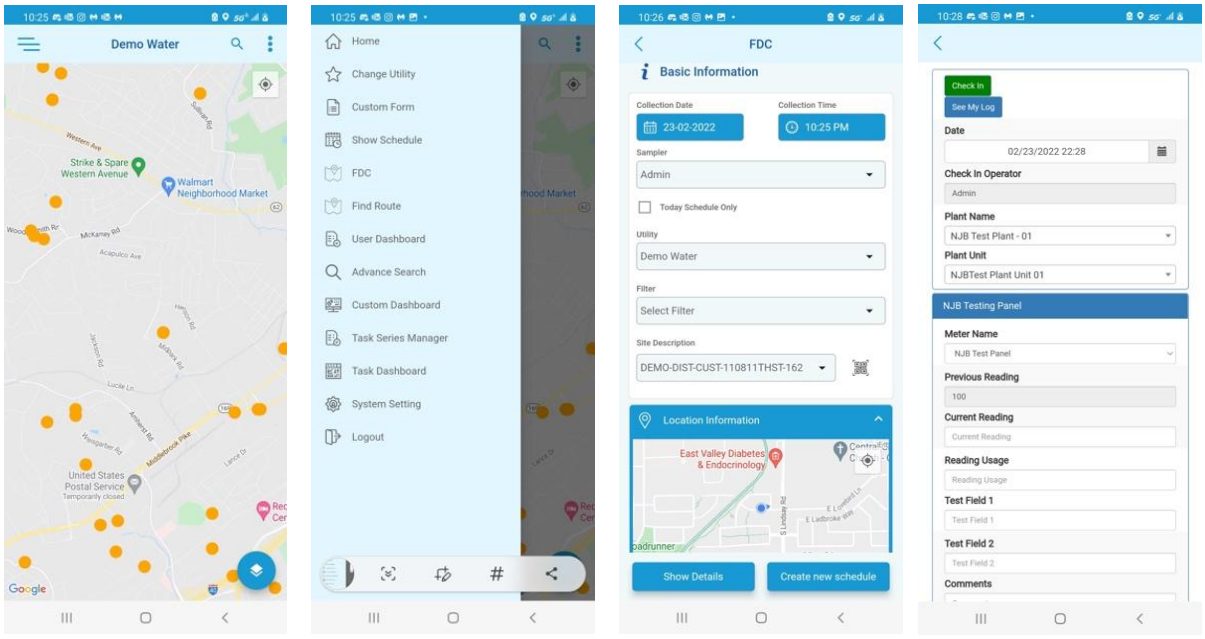
SAMS Workflows and Automation keeps users from missing required regulatory compliance information and deadlines. It makes field staff happy in knowing exactly what is required and ensures managers are confident that the data is clean, and submittals will be done in a timely manner.



If a formal notification letter is required, SAMS provides its users an easy-to-use email/letter template generator to build custom template(s) that can be then mail merged and automatic ally sent by email or provided as a hard copy ready to be mailed.

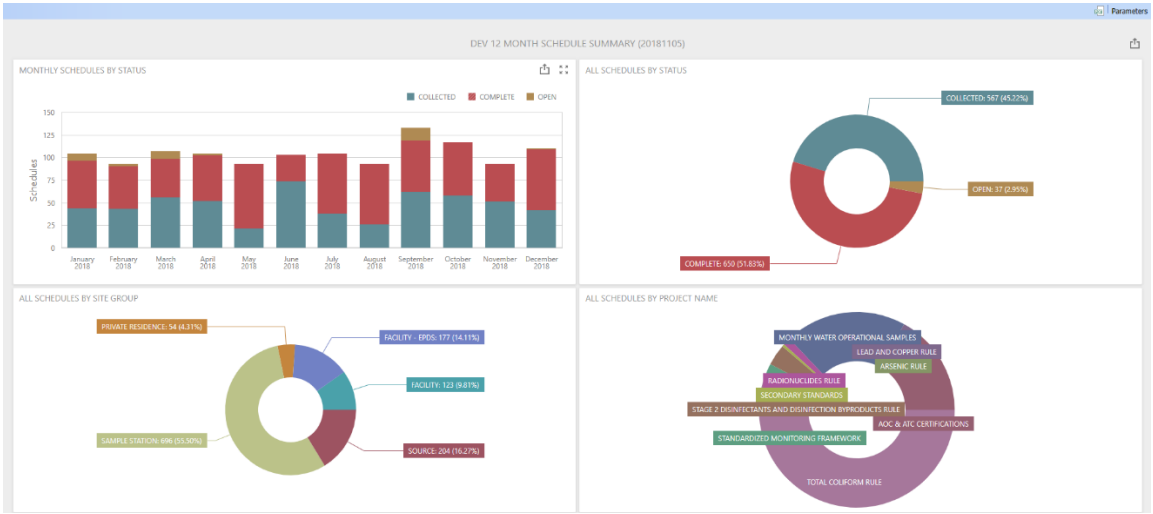


SAMS has native mobile apps for iOS, Android, and Microsoft Mobile. These apps can be downloaded in their respected App Stores and provide end users with an easy-to-use mobile experience, while providing all the same access to information through SAMS website. These apps allow users to work offline and are included with a SAMS subscription.



SAMS provides users the ability to leverage pre-defined queries to automatically generate graphs, tables, reports, and dashboards. However, SAMS enhances this experience by allowing users to schedule reports to automatically be delivered through email at specific intervals (i.e., hourly, daily, weekly, monthly, annual, etc.). This allows a user in the field or a manager who doesn't want to log-in to the software to get the information they need when they need it.

SAMS provides its users the ability to generate analytic compliance trends to chart and graph in personalized dashboards. These dashboards quickly allow users to see compliance immediately, while detailing non-compliant trends to remediate quickly.



SAMS Cross Connection Software Features

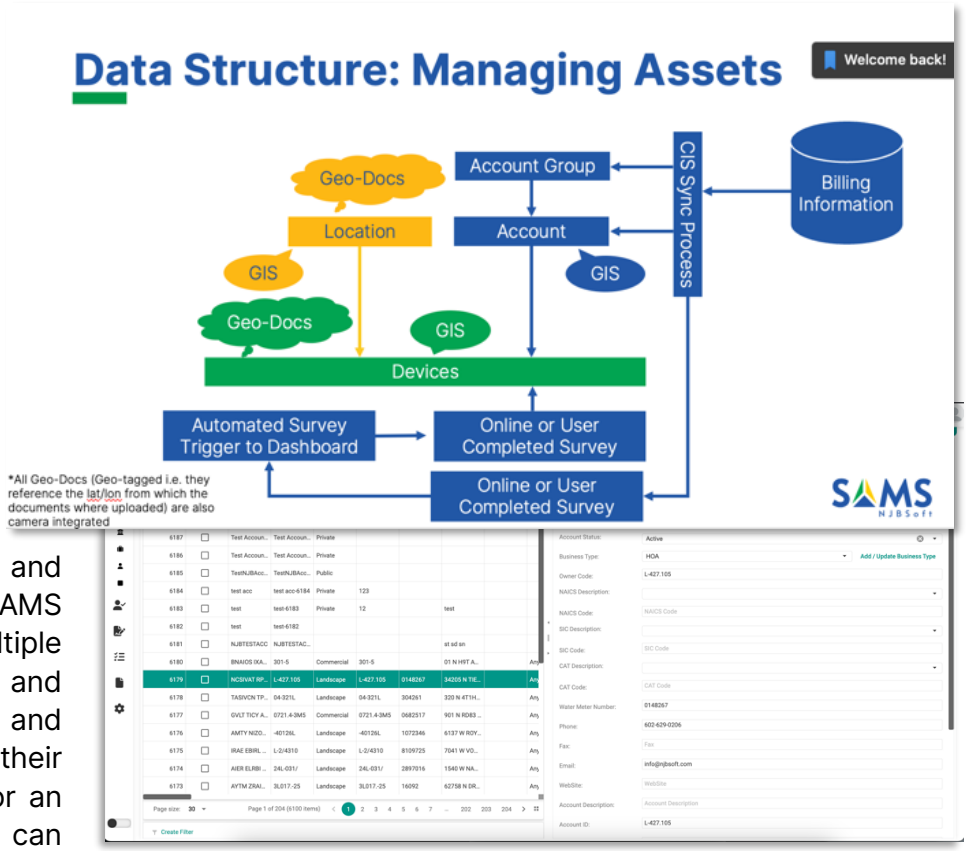
Overview

NJBSoft and SAMS Cross Connection is an ideal platform for this RFP because the SAMS Cross Connection solution is purpose built for compliance and the complexities associated with it. **SAMS has the ability to take a compliance program and its associated rules and requirements and formulate that into a system of check and balances to ensure a proactive approach in maintaining compliance, test reports and due dates accordingly.**

With the use of SAMS, the City will be able to obtain and maintain a high compliance rate. It's theses kind of results that drive compliance and confidence in your programs with staff, testers, and customers alike.

To understand how SAMS Cross Connection aligns with the Projects Requirements, it is important to understand the data hierarchy:

- Programs
- Surveys
- Devices
- Device Tests
- Test Results
- Testers
- Customers
- Documents
- Users



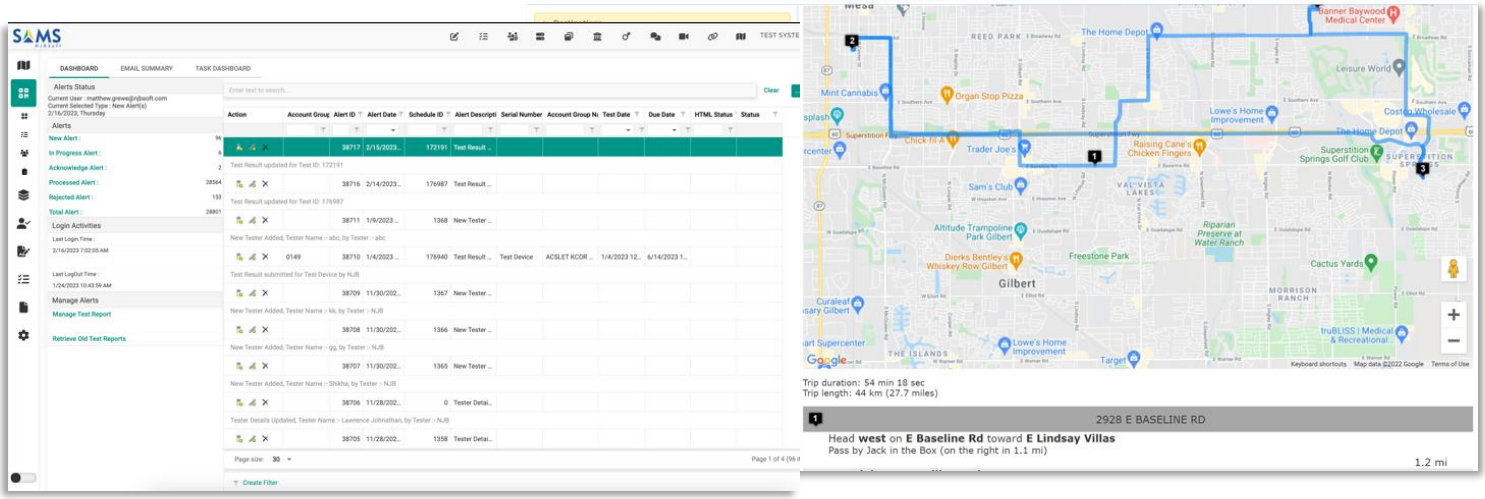
While each data element is separate, all are linked and interrelated. This means that data can be searched, reported, and combined, allowing SAMS users to perform multiple different workflows and actions to simplify and proactively manage their programs. You search for an account or customer, you can quickly see all the related information to that account or customer (i.e., notification letters, surveys, inspections, photos, devices, mailing address, physical address, history, etc.)

SAMS can store all data and results by location, indefinitely and only authorized users with the correct permissions can remove this data. There is an audit trail to see who removed what and authority to remove data can be taken away from everyone if required.

SAMS is used by cities and municipalities across the country to manage their program requirements including managing the backflow prevention device inventory, their testing due dates, conditions, status, customer information, tester information, testing company information, their testing requirements as well as portals for tester and customer to log in and enter/view their data.

Work Prioritization

SAMS includes the ability to identify and prioritize survey inspections on a user's task dashboard. Prioritization can be established based upon inspection date, category,



regulatory inspections, etc. Furthermore, you can also create a general route map using the survey inspections.

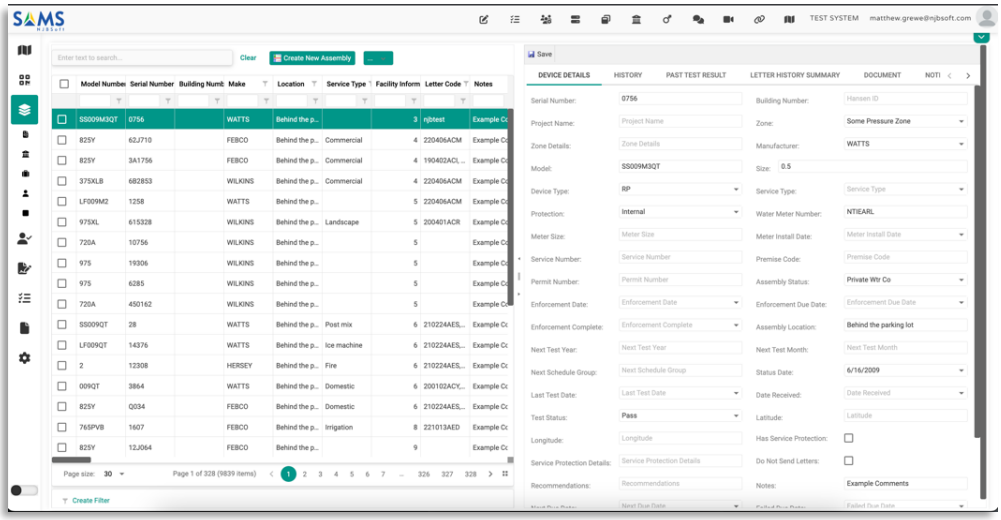
SAMS Tasks manager allows for surveys to be scheduled by Category or Program as well as the timeframe in which to run the schedule, the frequency of the survey (weekly, monthly, quarterly, yearly, 2nd Tuesday of the Odd Month, Even Year, etc.), interval frequency and number of intervals or surveys. Categories are setup during implementation to conform to the City's nomenclature. This is an out of the box option to ensure that any preference by the City is included in the survey scheduling logic and automation.

With SAMS, you can collect inspections in the field and utilize inspection documents, sign them electronically, structure your own layout, update photos and inspections and synchronize in ONLINE and OFFLINE mode.

SAMS allows programs to set reoccurring device testing schedules by device type. Meaning residential is annually, recycled water is every 4 years, hazard devices every 2 years, etc. The City can setup the scheduling periods for testing based upon Program frequency and intervals. Any potential frequency can be set using our scheduling tools.

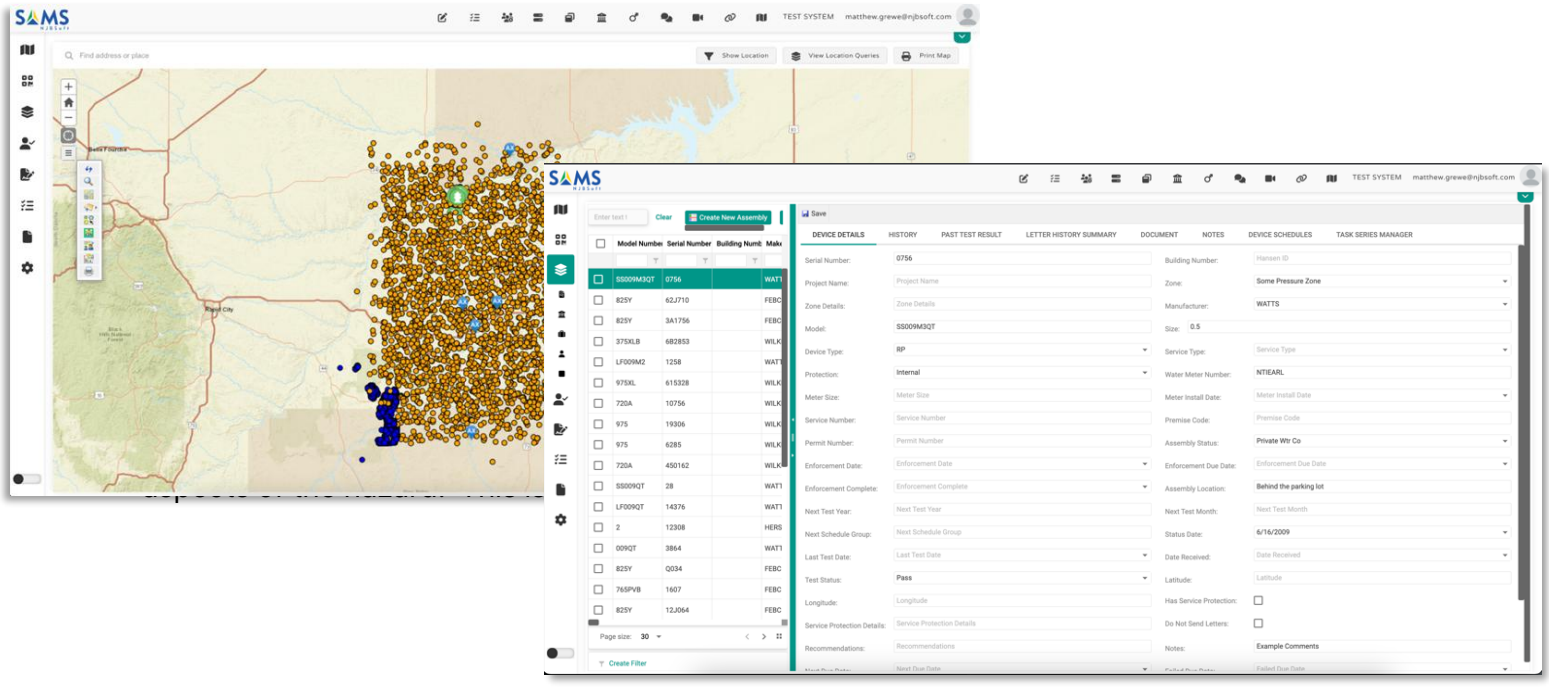
Device Management

SAMS has multiple built-in backflow device management tools and a backflow device library. These contain the make, model, type, installation date, service type, project name and much more. These can be loaded and maintained with the USC published list, supplemented with local definitions or locked for only those that have been approved as a “compliant device”.

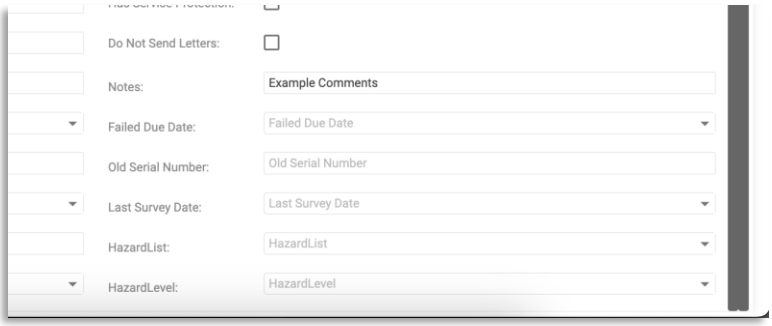


SAMS also maintains geolocation of the devices and shows them on the map. SAMS integrates directly with your GIS data and the Devices are linked to the Premise (Survey) points in SAMS. When you select a Premise, you can then select to view the Device for that Premise and are directed to the device details. Additionally, the device information can be setup to be displayed through the Map Viewer as part of implementation.

SAMS natively stores all Backflow Devices by location indefinitely. Only authorized users can move or delete a device from a location.



information such as the hazard criteria and required level of protection can also be added to the survey.

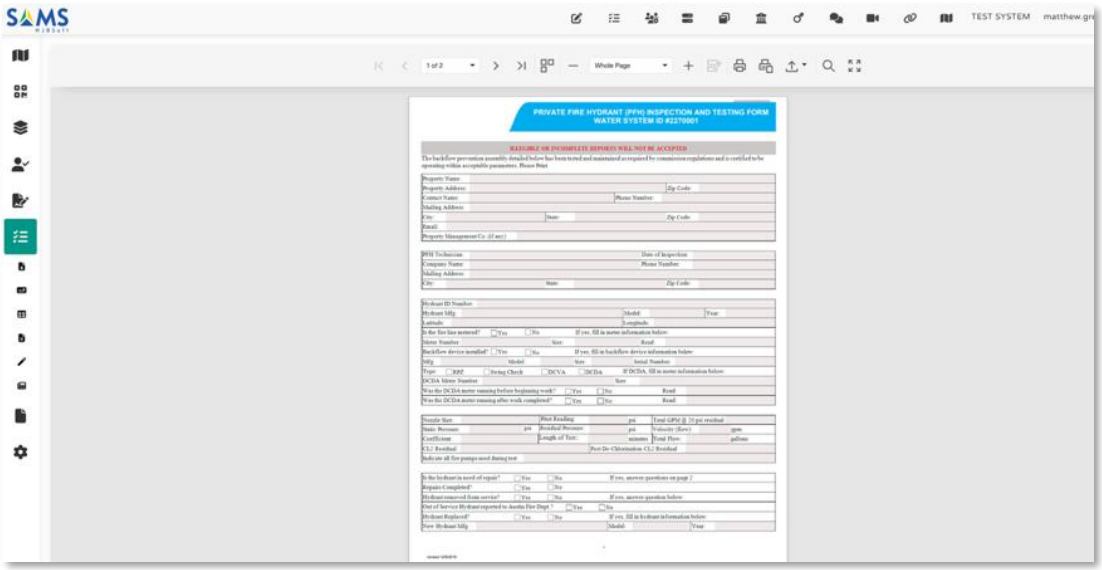


Reporting

SAMS will generate all the City's State reports in the format to identically match the State requirements. These will be setup during implementation to exactly match the City's reporting, logos, data and formatting. SAMS uses several powerful tools to generate reports for the City. SAMS has a very extensive reporting tools and mechanisms that can track every item including auditing of every data point, auditing of user activities, as well as all the reports in the appendix.

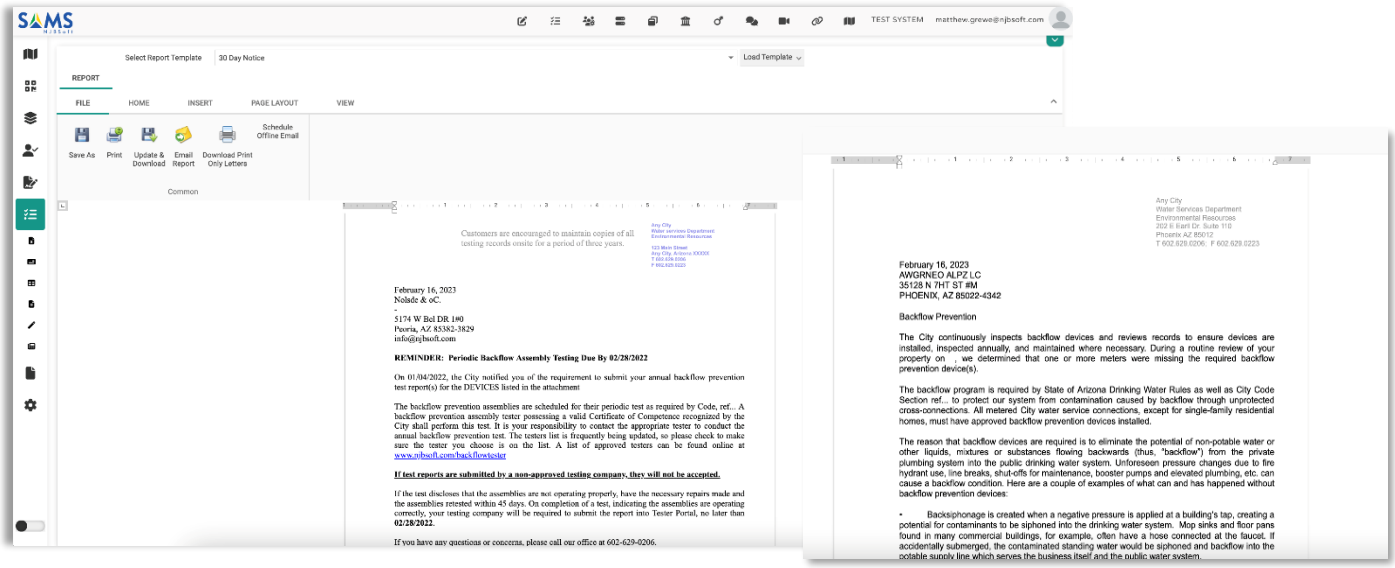
Surveys can be prescheduled or can be added on demand for any reason. Any number of survey and alternative information can be stored for a location and customer.

Ad-hoc and custom report, dashboards, forms, inspections, etc. can be created. Ad-hoc Wizard is used to quickly create an ad-hoc items you desire.



All items within SAMS can be printed or export to major formats (ex., MS Excel, MS Word, PDF, CSV, HTML, etc.)

Notices can be generated automatically inside of SAMS. During implementation notices from the City will be created to match existing or desired notice format accurately. These can be viewed and edited inside of SAMS and the City can select the accounts/ customers who receive the notice, when they are to be sent and can setup automated emails to send the notices or these can be printed directly for mailing. Notices are stored in SAMS as Templates (see below), the City would select the notice template to be used, then the accounts to receive the notice and either send via email or print for mailings. Unlimited notice templates can be created for either mailing or emailing.



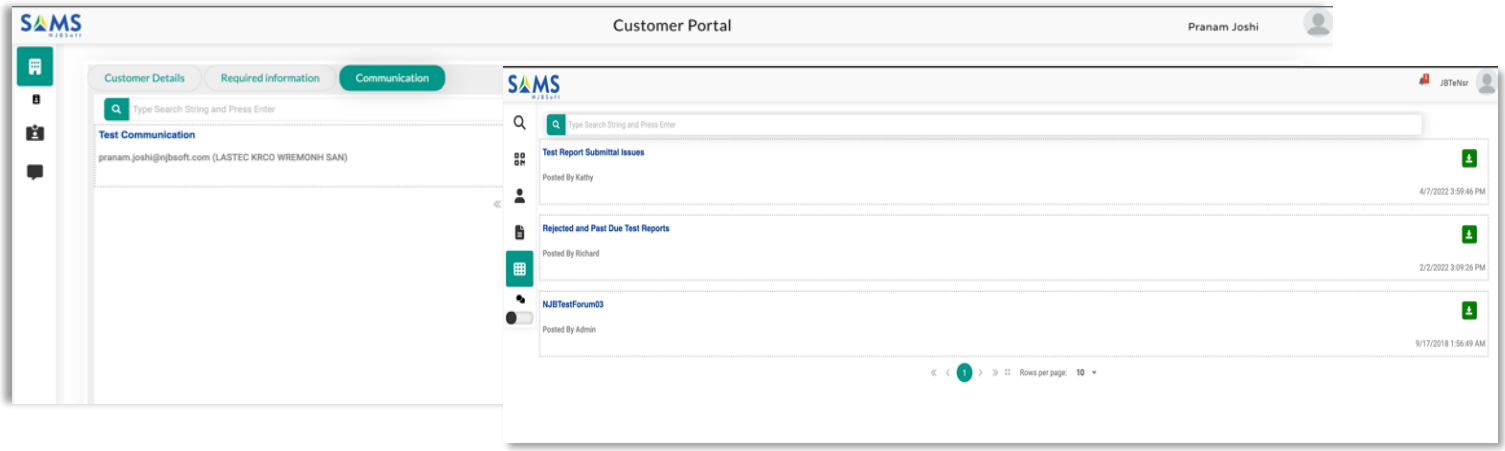
SAMS allows the user to choose the appropriate notices to accommodate specific program notices. Utilizing our workflow management tool, custom forms, dashboards, alerts and automated data management, any workflow required by the City can be setup.

SAMS allows users to send notices to customers outside of the City data sources. All notices and emails are configured through queries that can be defined to work across the databases data sets. As a part of implementation, SAMS team will setup the notices and emails as desired by the City.

SAMS supports merge fields, which allows the automatic creation of scheduling and enforcement letters.

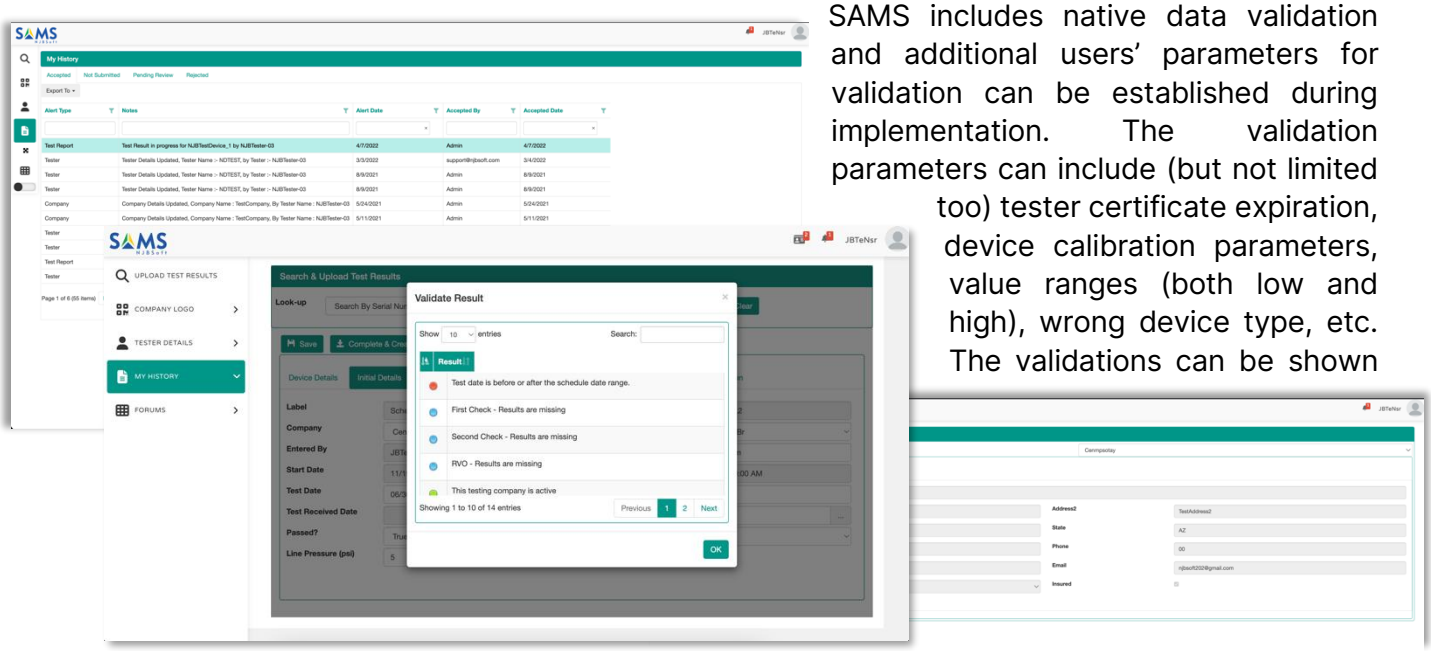
Logs and Audit Trails

SAMS maintains communication logs with audit trails on both the Tester and Customers portals. The contacts data are all separate fields and can be updated from an integrated data source. All the communications, either through the portal or logged through other connected sources are stored in SAMS.



Portals

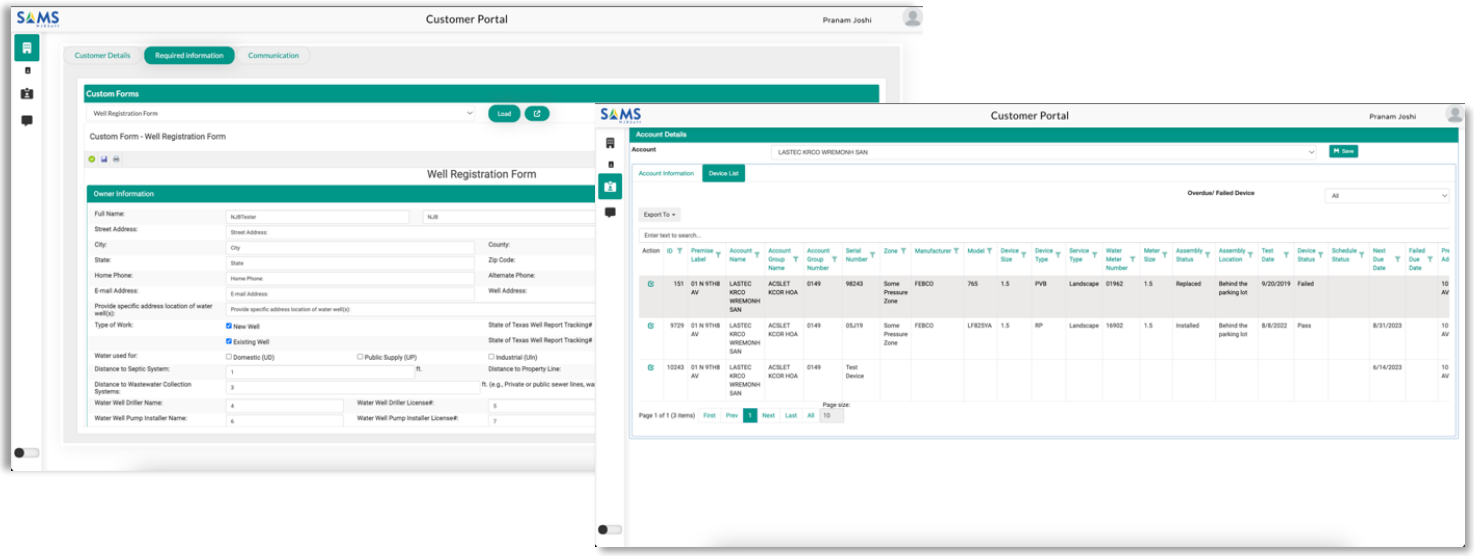
SAMS includes both a tester portal **and** a customer portal. The tester portal meets the requirements outlined by the City and when considered with the customer portal features, provides more options for staff to indicate which party receives notices and reminders from the system.



SAMS includes native data validation and additional users' parameters for validation can be established during implementation. The validation parameters can include (but not limited too) tester certificate expiration, device calibration parameters, value ranges (both low and high), wrong device type, etc. The validations can be shown

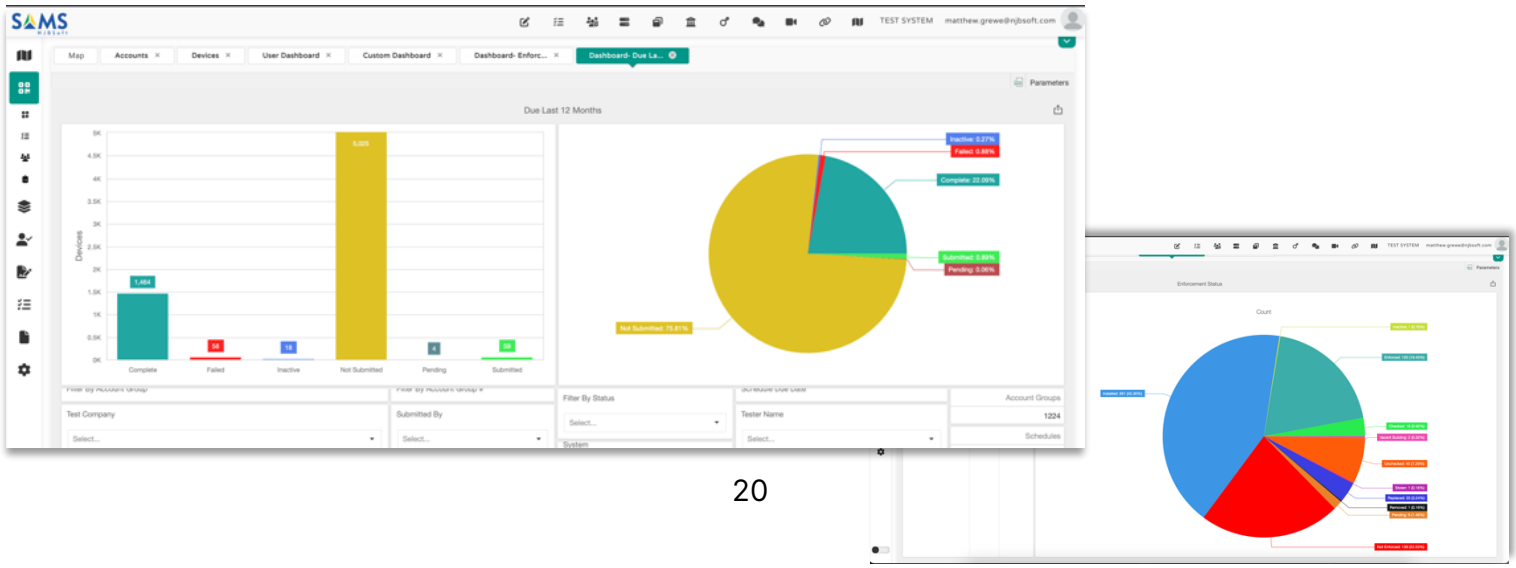
as messages in the mobile application so the tester is immediately notified of the problem(s) and can act accordingly to finish the test. The validations can also be setup to not allow the information to be saved prior to the data being corrected, for example the values are out of range, show message “Test is out of range, expected range is from x to y value, retest and input new value” or any message that a user needs can be created.

In SAMS customer portal, customers have access to fill out form (pre-device registration), as well as keep updates on their test history.

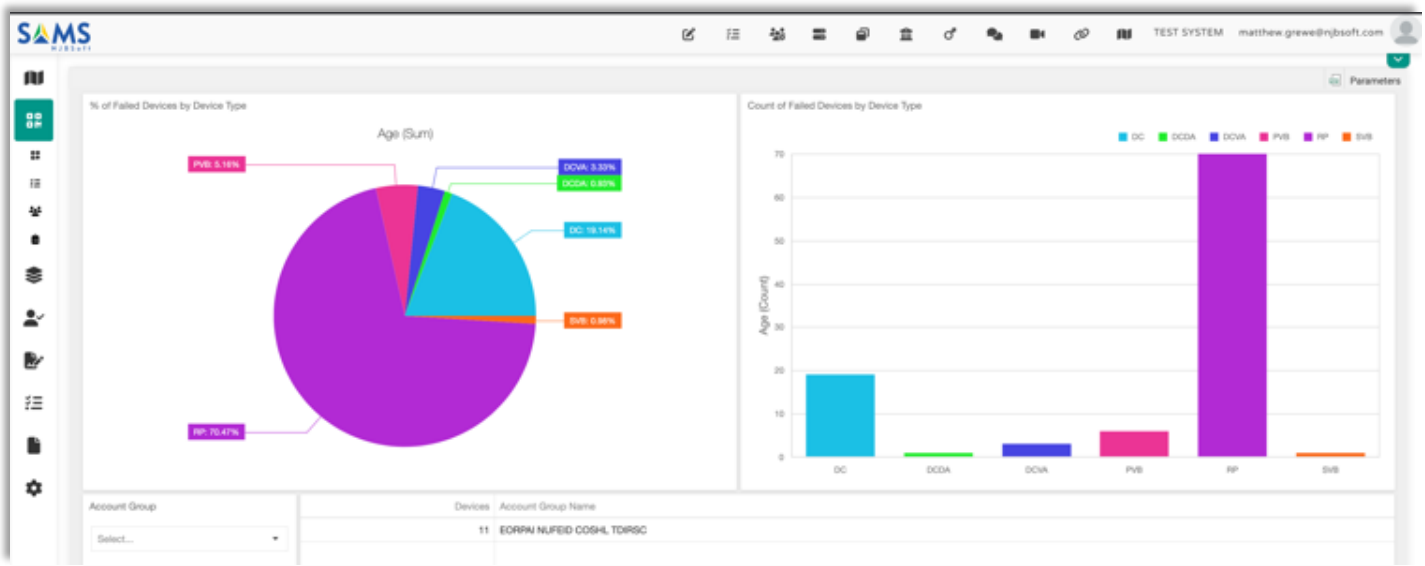


Dashboards

SAMS offers users the ability to dashboard all the data collected to properly manage the programs they are responsible for. To make life easier, SAMS workflow and automation can ensure you get the data when you need it. It can be configured to send an email with data,

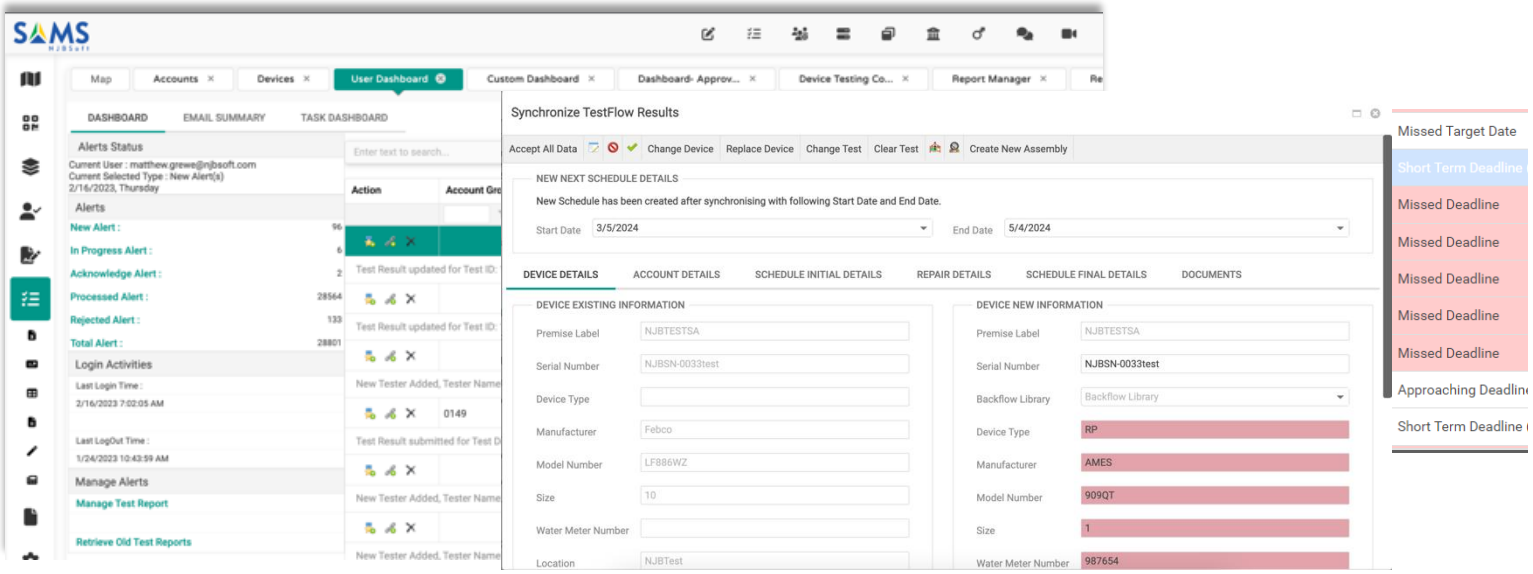


a dashboard, or report, etc. when its needed (ex., the first day of each month, every Monday at 8:00AM).

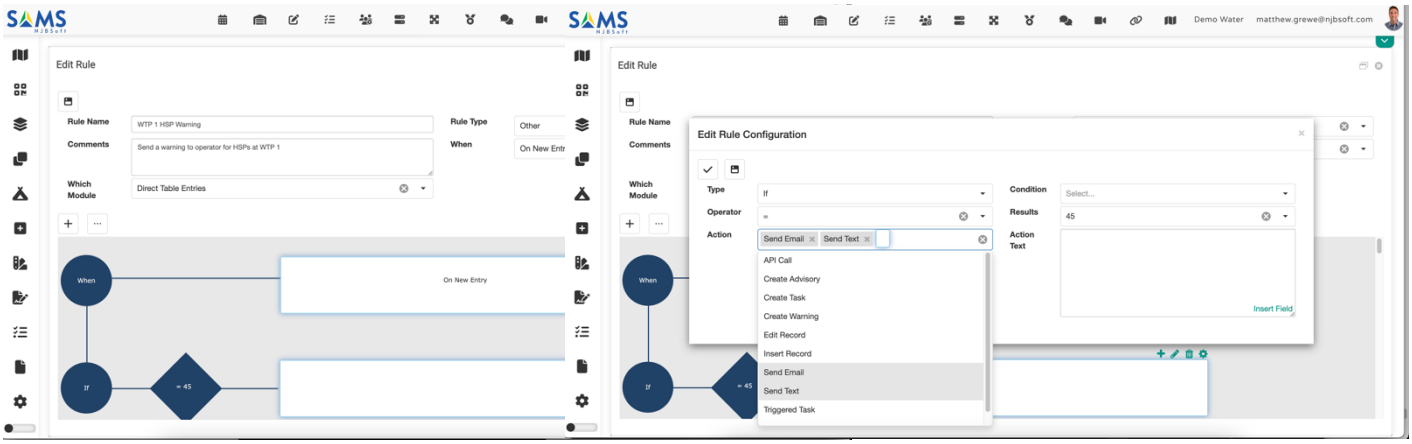


Data Approval Process

SAMS provides a User Dashboard that summarizes all actions (i.e., survey reviews, new testers, new tester companies, tester insurance submittals, device updates/changes, etc.) to be processed by the user. This dashboard can be colour coded and help with priorities too. From here all submittals can be reviewed, approved, denied, or even updated by the approver.



SAMS automations and workflows make this possible and can even be used beyond approvals. Triggers can be defined by the City, to complete easy repetitive tasks or even complicated ones. It is all no code and simply wizard configuration.



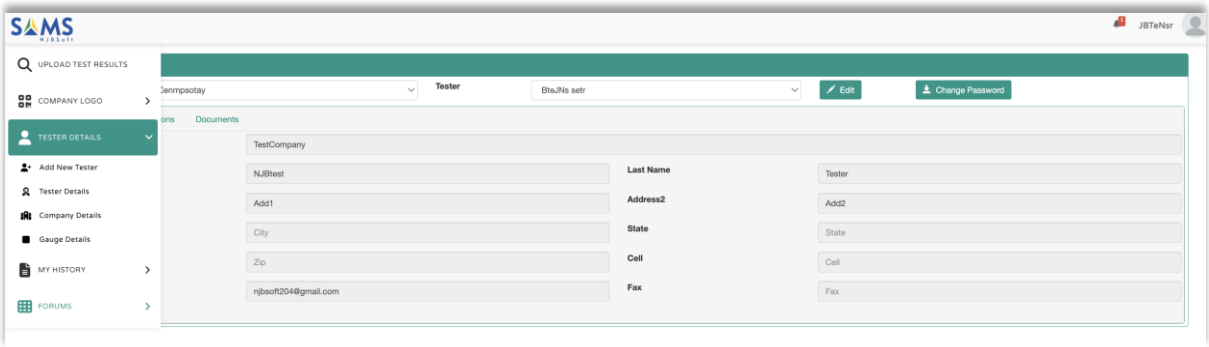
Ad-hoc Locations/Test

This feature can be included in the Tester Portal, where an add new device is done. We have customers that do this in new development areas, where the tester's initial inspection is the way for the device to be added into SAMS.

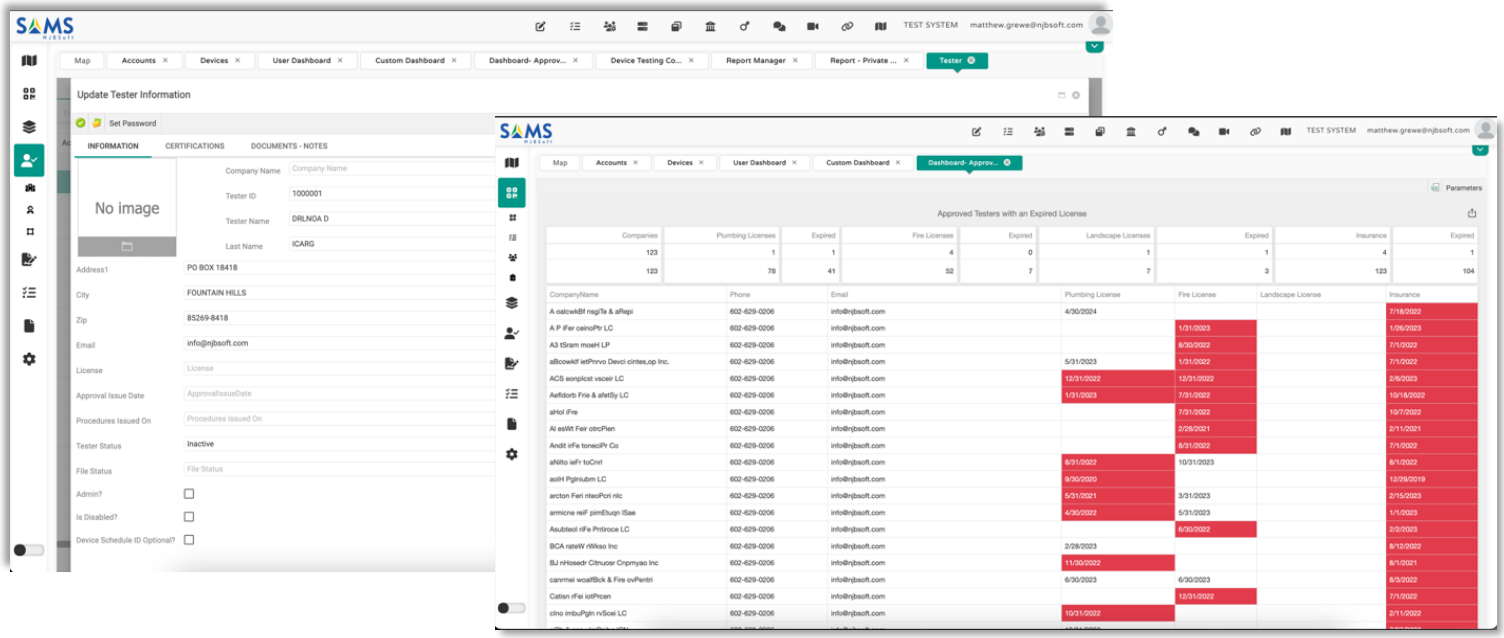
Once the device is added, then just like shown above, the device would show up on a user dashboard for approval, denial, or the user can make changes during the review of the device.

Tester Certification Management

As shown in the screenshot below, Testers can perform all these functions themselves.

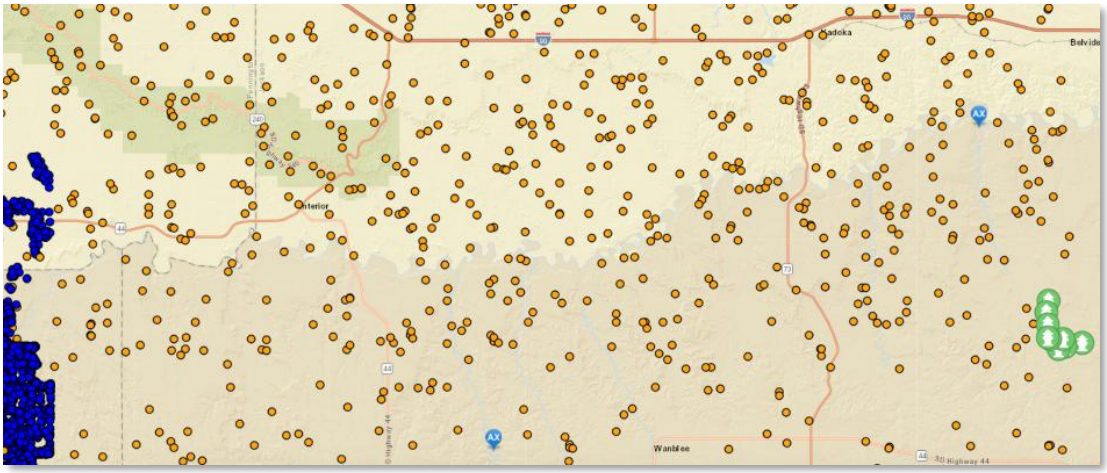


That data is then stored in SAMS and available to review at any time by the City. Additionally, reports can be run on Testers to ensure you understand which ones are serving the City and its customers the best.



Manage Devices by Device Type

SAMS allows programs to customer categories. These categories can be seen in the map below as it shows residential, auxiliary, private fire hydrants, etc. Not only can these be classified, but also set for different reoccurring device testing schedules by device type. Meaning residential is annually, recycled water is every 4 years, hazard devices every 2 years, etc. The City can setup the scheduling periods for testing based upon Program frequency and intervals. Any potential frequency can be set using our scheduling tools.



Internal/External Task Management

SAMS has several ways to assign and associate work to staff including sub-contractors. SAMS has a Task Series Manager which allows for one or more users to be assigned work. Tasks can be generated so that a work item(s) are created for all frequencies and time intervals as shown. Users are then alerted to upcoming work, and it is displayed on user dashboards and reminders.

System Integrations

SAMS natively has all the tools required to integrate with the City's data identified in this RFP. SAMS has a built-in survey and can utilize custom forms to create your own survey and allow your customers to upload the survey results directly (if you want them to fill it out).

When integrated with billing system, SAMS can trigger a survey that can be emailed out to new customers, get automated reminders of surveys that have not been returned and drop the surveys from reminders if responses are available. All data is securely stored (including custom data that the City may want to collect).

SAMS native business intelligence combines data from multiple sources and understands the differences in the data as well as if there is bad data (which alerts the Admins) and from where the data came from. SAMS can then assign the appropriate data to the work and update data/results. An example of this would be SAMS receiving data both from the CIS as well as sampling results, SAMS native intelligence will correlate the data to the appropriate work including updating premise data, billing information and results automatically. This can also be used to create queries, update reports and dashboards.

ESRI GIS

SAMS is an ESRI Bronze partner. This allows us to seamlessly integrate with the ESRI platform and perform amazing spatial analysis for our customers to streamline workflows that otherwise are very difficult to process via data tables.

Below you can see sample sites on a map.

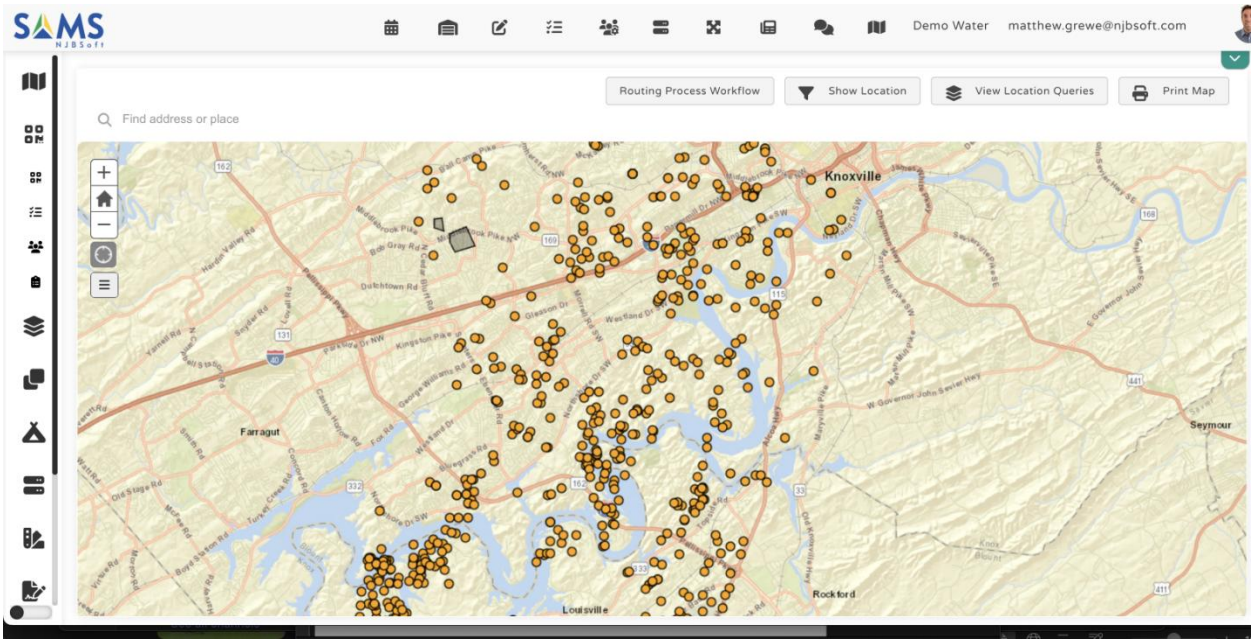
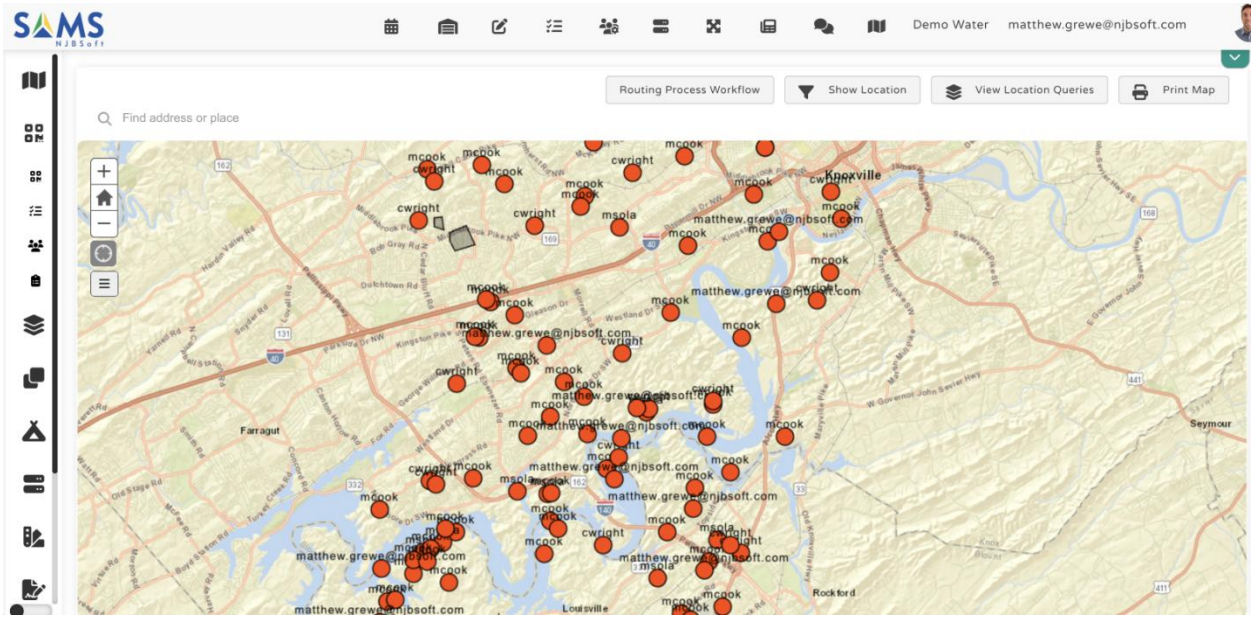


Figure 11: SAMS frontpage view with Esri mapping functionality

Now ‘Testing Due this Month’ shown and labeled by staff conducting the test.



Security

SAMS Software is built on the latest SaaS software security platform. SAMS utilizes Amazon AWS or Microsoft Azure for its services, which allows the City to take comfort that the latest security technology is utilized to ensure the City's data is always safe while with SAMS.

Development Security

SAMS Platform was built to ensure that OWASP top 10 vulnerabilities are already addressed within development. Unit testing and security testing using tools like Qualys are built into the programming environment.

MFA

SAMS Platform supports Single Sign-On (SSO), which would use the City's active directory, which can have its own MFA solution. In addition, SAMS supports text messaging to a secondary device, as well as 3rd party applications (i.e., Duo). Please note that the associated costs for a SSO software or 3rd party MFA application software are not included by NJBSoft for this SOW.

Database and Server Security

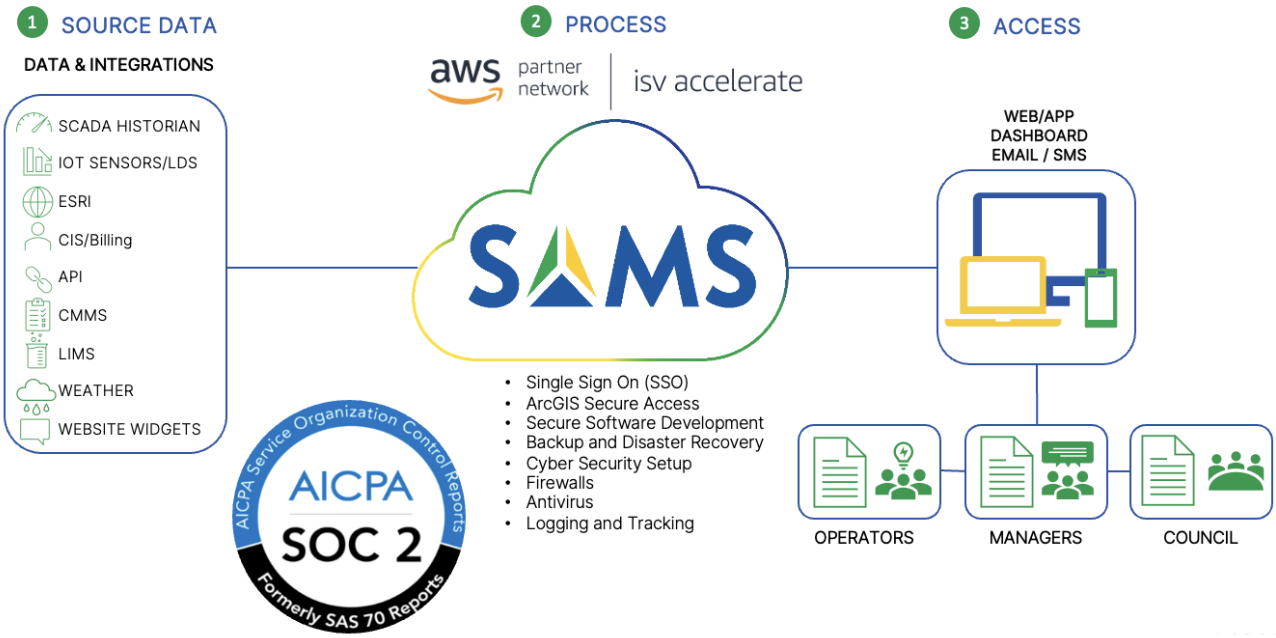
We leverage AWS security environment for IDS and IDP. Furthermore, all the data is encrypted at rest and in transit. The servers have security groups setup that do not allow access to anybody without appropriate access by restricting the RDP access only through specific IP which requires a VPN sign in. Only SSL ports are utilized.

Backups and Disaster Recovery

We have daily, weekly, and monthly backups that are backed up in the current system, AWS backup and offsite backup. Our disaster recovery plans are checked every 6 months and ensure that all the proper pieces are in place so that should something happen, the City would be provided the best service available.

SOC 2 Compliant

We are SOC 2 compliant and certified by a 3rd party security audit firm and upon request can provide our certification document.



Privacy

In addition to SOC 2 security, SAMS architecture and privacy standards were built and setup to meet GDPR compliance where required. We offer these same privacy standards to the City.

NJBSoft's Statement of Work (SOW):

This SOW reviews the tasks required to implement SAMS Cross Connection for the City of Spokane. These twelve (12) different tasks are listed below and detailed within this SOW:

1. Project Kickoff Meeting and Software Delivery
2. Project Plan and City Data Request and Review
3. Program Development
4. Historical Data Review/Migration
5. Integrations for GIS and CIS
6. Field Data Collection
7. Generate Templates and Schedules
8. SAMS Portal(s) Configuration
9. Standardized Queries, Reports, and Dashboard
10. Testing
11. SAMS Training
12. "Hyper-Care" Support

Task 1: Project Kickoff Meeting and Software Delivery

At the outset of the project, NJBSoft will provide the CITY delivery of SAMS Cross Connection and SAMS FOG, software and schedule a kickoff meeting via web conference. The kickoff meeting will review all phases of the project.

The key goals of this meeting are to:

- Introduce the NJBSoft project manager and team and identify points of contact for both parties.
- Review and finalize architecture and system requirements.
- Review project objectives and schedule.
- Review initial information and data needs and requests.

Task 2: Project Plan, City Data Request and Review

Identifying requirements, risk, implementation criteria, and develop the deployment architecture and communications plan. Provide an Request For Information (RFI) of data required to meet the requierments identified in this task. Review out of the box field data collection procedures, identify changes and if required deploy custom form based field data collection.

This RFI data request will include information at a minimum, but is not limited to the following:

1. General IT philosophy and architecture

2. Data management and infrastructure setup
3. Copy/Sample of the dataset currently in use
4. GIS Webserver deployment details
5. Copy/Sample of GIS data available and accessed
6. Latitude and Longitude of the assets, structures, etc.
7. Integration requirements related to corresponding technologies

Status meetings will occur every other week and upon request by either party.

NJBSoft will provide the CITY a status report, prior to the status meetings. These reports will contain but are not limited to a list of tasks completed during the prior period; tasks scheduled for the next period, overall completion percentage and RAID (Risks, Assumptions, Issues, and Dependencies).

Task 3: Program Development (CCC)

In this task NJBSoft will work with the City of Spokane team to migrate information for the following:

- Device and status development
- Customer accounts, account groups and status development
- Tester and customer user list and permissions development
- Account, account group and status development
- Tester and Customer portal development
- Enforcement development
- Dashboard development
- Workflows and Automations (up to 5 different workflows)
- Rules Library
- User Library
- Field data collection forms (utilizing SAMS out of the box forms)
- Inspections – includes minor edits to field, workflows, and final document creation.
- Surveys - includes minor edits to field, workflows, and final document creation.
- Standard template reports (utilizing SAMS out of the box reports)

This information will be incorporated into the SAMS database. To adjust for potential future adjustments to these libraires, an import process can be developed and utilized, or they can be manually adjusted by an end user. Should the import method be selected, then deliverables will be Excel templates and imported data tables in the database.

Task 4: Historical Data Migration

NJBSoft will work with the City to help migrate historical data from the current system (SwiftComply) and any other sources to create reports and analytics that are dependent on historical data.

Task 5: Integrations

Using the existing data transfer solution, flat file transfers, Web APIs or existing API solutions, for data integration with the City's CIS/Billing software. This will allow seamless data transfer eliminating redundant data entry and improving efficiency of the overall system. The software is capable of reconciling information so that no import is duplicated.

SAMS is an ESRI Bronze partner and using a REST API service, GIS data will be pushed to SAMS as background layers to create sample sites that can be updated in GIS.

Task 6: Field Data Collection and Incident Management

Review out of the box field data collection and incident procedures, identify changes and updates to workflows and automations in SAMS and deploy the inspection and survey forms required for field data collection.

Features of operational data collection tools include:

- Complete control over the layout of the forms
- User defined and predefined fields
- Works across various operating systems and browsers
- Point and click wizard driven deployment
- Off-line storage
- GPS integration to capture location of uploaded data and documents
- Camera and mic integration for identifying location using barcode/QRCode scanning and dictation
- Automated rules for emails, work order creation, text messaging, etc
- Work within an in-browser environment and mobile app
- Complete Do-It-Yourself tools built in
- Ability to create fastest field data collection routes including surveys
- Locate and identify devices on the map using GPS of mobile tool
- Ability to search query and view lab/SCADA or any data available online
- Graphing/Trending tools
- Mapping Tools
- Dashboards

Task 7: Generate Templates and Schedule

Based on the current schedules for various testing of devices (i.e. private hydrants, RP, etc.) templates will be created to ensure proper scheduling of testing and inspections are done.

Task 8: Setting Up SAMS Portal

NJBSoft will deploy the Tester and Customer User portal required to for the City to complete testing submissions by Testers, as well as allow Customers to view their devices and testing results.

Task 9: Standardized Queries, Reports, and Dashboards

The software will analyse the reports available within the software to identify out-of-the-box solutions and end-user reports to meet these submissions. Custom reports will be setup using the software's end user template/excel/access template or template report mechanism.

Task 10: Testing and Change Management

NJBSoft will establish a test "sandbox" environment that will be backed up and when testing is completed the changes and corrections will be applied to the live environment.

End User Acceptance Testing:
Business users will carry out full testing of the software based on the scripts provided by NJBSoft (developed in conjunction with the City).

System Integration Testing Plan:
The Systems Integration Testing will cover testing of the system for system level functionality, security, recovery, restart, performance, external interface, usability, and integration of different modules under it. This phase is recursive and will be repeated, as many times as there are levels of testing.

Business Rules (Compliance Calculations) Testing Plan: Establish standard test scripts for testing various phases of the compliance rules and permit rules.

Performance Measurements:

a. Ability to manage schedules
b. Ability to import data from internal and external sources
c. Ability to enter data in the field
d. Generate reports (all internal and regulated/compliance reports)
e. Generate dashboards
f. Ability to integrate with CIS/Billing and GIS

NJBSoft will work with the City collaboratively to develop a communication roadmap and change management plan that is aligned with the City's culture. This plan will establish:

1. Mutual understanding of target audiences, including City leadership, resources, and third-party suppliers.
2. Means of communicating to City staff members throughout implementation.
3. Assisting the City in building a partnership, acceptance and commitment among City resources.

Task 11: SAMS Training

Administrator and End User:

1. Administrator, Power User, and Report Training: This will be targeted City staff who would like to take the ownership of the integration tools developed. This could involve IT as well as programming staff. The training will cover adding, deleting, and modifying different operational and management criteria as needed. This would include user rights, user groups, locations, facilities, schedules, audits, tasks, frequencies, parameters, alerts levels, email, reports, and alert notifications. This will be a one-day training course for Admins and a one-day training course for Power Users and Report Development.

2. End User and Report Training: End user training will consist of software specific compliance features. This training will involve using the software with simulated data to walk through different compliance decision points on the algorithm and demonstrate the workflow and results. It will also include training on the data management of the software, reporting functionality of the out-of-the-box software solution, charting, trending, and mapping results and using forecasting tools to track the trends on the software. It will also involve understanding of the usage of integration tools with other database technologies. This will be a one-day training course. During the training users can make changes.

Task 13: "Hyper-Care" Support

To ensure the City has the best possible experience with SAMS, NJBSoft provides its customers with a post implementation support service called "Hyper-Care". Hyper-Care is a period of time where the City will begin to use SAMS and all custom items that were configured are addressed with a high expediency, beyond the standard NJBSoft service levels by the implementation team, should an issue be identified by the City. After this period, the standard NJBSoft support process and levels with then resume.

NJBSoft will provide two (2) weeks of hyper-care support during the product go live.

Project Schedule

The schedule for this SOW will take 5-6 months. If there are priorities for this project, then the City can identify those during the kick-off meeting in Task 1.

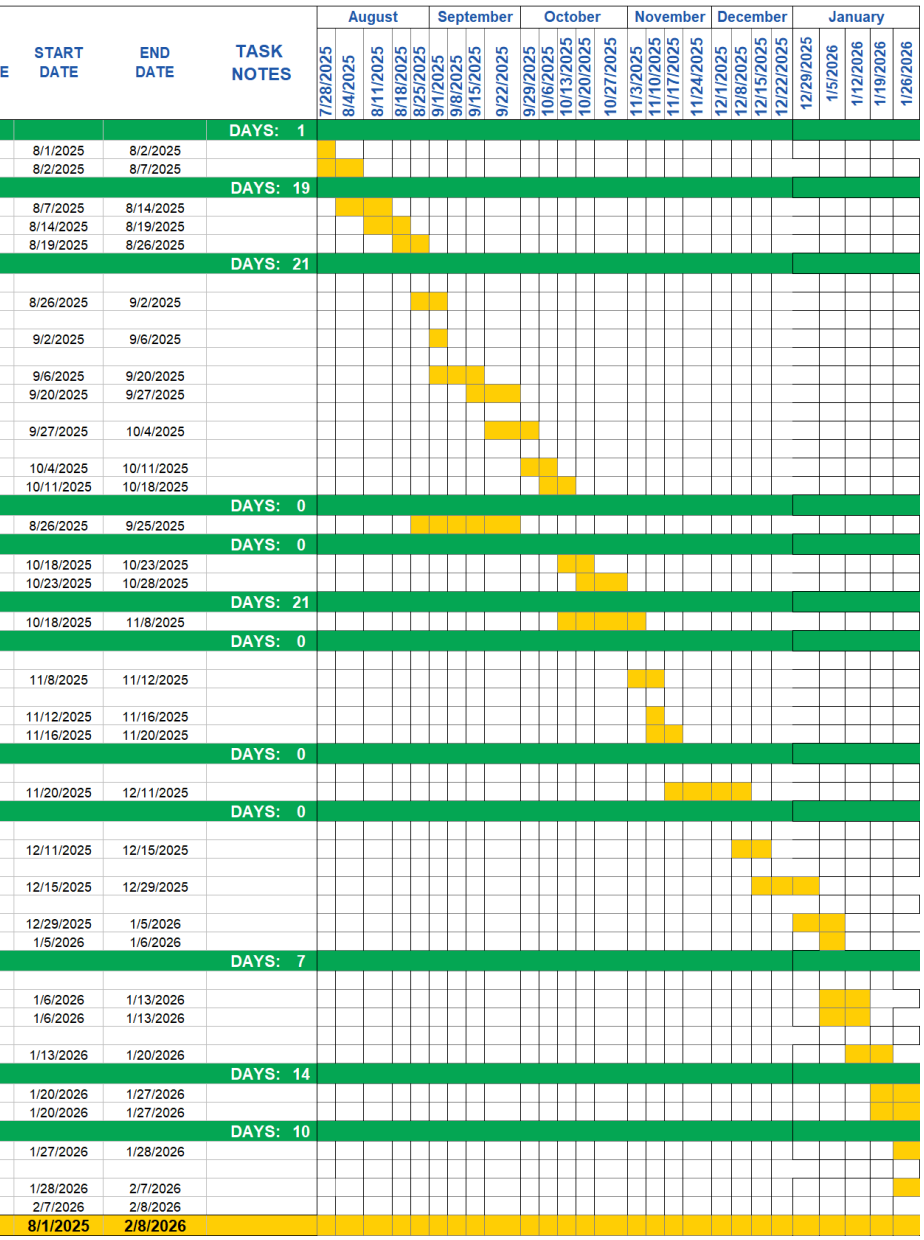
NJBSoft has developed the anticipated timeline required for this type of project in the diagram on the next page.

Additionally, this schedule is entirely dependent upon the City's abilities to provide NJBSoft with the information and data required to complete each task for this project in a timely manner

SAMS NJBSoft

City of Spokane Project Schedule

	TASKS	DAYS TO COMPLETE	START DATE	END DATE	TASK NOTES
1	**Project Kickoff Meeting and Software Delivery**				DAYS: 1
1.1	Software Delivery	1	8/1/2025	8/2/2025	
1.2	Project Kick-Off Workshop	5	8/2/2025	8/7/2025	
2	**Project Plan, Data Request, and Review**				DAYS: 19
2.1	Data Request	7	8/7/2025	8/14/2025	
2.2	Data Review	5	8/14/2025	8/19/2025	
2.3	Project Plan	7	8/19/2025	8/26/2025	
3	**Program Development**				DAYS: 21
3.1	Device Status Development				
	Cross Connection (Backflows)	7	8/26/2025	9/2/2025	
3.2	3rd Party User Development				
	Cross Connection (Testers)	4	9/2/2025	9/6/2025	
3.3	Account, Account Group, & Status				
	Cross Connection	14	9/6/2025	9/20/2025	
3.4	Inspection Requirements	7	9/20/2025	9/27/2025	
3.5	Portal Development				
	Cross Connection (Tester/Customers)	7	9/27/2025	10/4/2025	
3.6	Enforcement Development				
	Cross Connection	7	10/4/2025	10/11/2025	
3.7	Library Development	7	10/11/2025	10/18/2025	
4	**Historical Data Review**				DAYS: 0
4.1	Data Sources and Migration	30	8/26/2025	9/25/2025	
5	**Integrations**				DAYS: 0
5.1	ESRI ArcGIS	5	10/18/2025	10/23/2025	
5.2	CIS/Billing	5	10/23/2025	10/28/2025	
6	**Field Data Collection**				DAYS: 21
6.1	Additional Form Development	21	10/18/2025	11/8/2025	
7	**Generate Templates and Schedules**				DAYS: 0
7.1	Program Templates				
	Cross Connection	4	11/8/2025	11/12/2025	
7.2	Program Schedules				
	Cross Connection	4	11/12/2025	11/16/2025	
		4	11/16/2025	11/20/2025	
8	**Setting Up SAMS Portals**				DAYS: 0
8.1	Standard Queries				
	Tester and Customer Portals	21	11/20/2025	12/11/2025	
9	**Standard Queries, Reports, & Dashboards**				DAYS: 0
9.1	Standard Queries				
	Cross Connection	4	12/11/2025	12/15/2025	
9.2	Report Development				
	Cross Connection	14	12/15/2025	12/29/2025	
9.3	Dashboard Development				
	Cross Connection	7	12/29/2025	1/5/2026	
9.4	Development Review Meeting	1	1/5/2026	1/6/2026	
10	**Testing**				DAYS: 7
10.1	End User Acceptance Testing				
	Cross Connection	7	1/6/2026	1/13/2026	
10.2	System Integration Testing Plan	7	1/6/2026	1/13/2026	
10.3	Business Rules (Compliance Calculations) Testing Plan				
	Cross Connection	7	1/13/2026	1/20/2026	
11	**SAMS Training**				DAYS: 14
11.1	Advanced Training Class	7	1/20/2026	1/27/2026	
11.2	End User Training Class	7	1/20/2026	1/27/2026	
12	**"Hyper Care" Support**				DAYS: 10
12.1	Go Live Meeting	1	1/27/2026	1/28/2026	
12.2	Go Live				
	Cross Connection	10	1/28/2026	2/7/2026	
12.3	Final Sign Off	1	2/7/2026	2/8/2026	
	PROJECT SUMMARY	**191**	**8/1/2025**	**2/8/2026**	

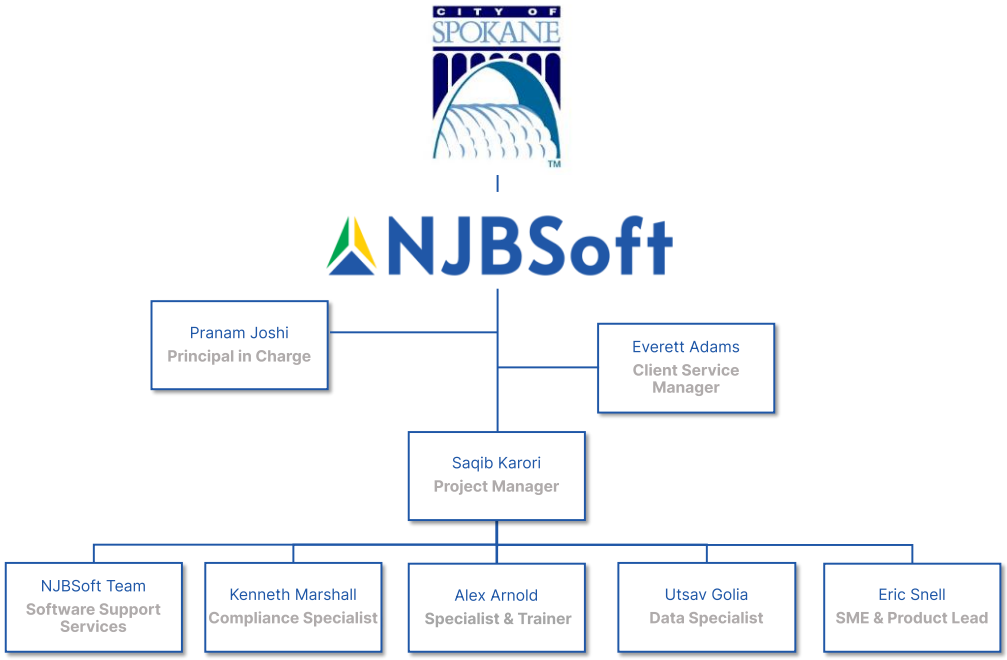


Management Proposal

Key Personnel

NJBSoft offers City of Spokane a team of experts in utility data management systems and regulatory compliance. All team members have worked closely in the development of SAMS and are professionals ready to assist the City in configuration, implementation, and training. They are experienced in their specific roles in delivering a hosted web-based environmental compliance management system. **This team has delivered project after project for our clients and why you will only get excellent recommendations from SAMS references.**

Below is a diagram of our project structure with roles and responsibilities listed below that:



Project Role/Name	Responsibilities
Project Manager (NJB) **Percentage of Time Allocated to Project – 45%**	• Provides approvals related to business decisions, change management plan, etc. • Provides business expertise to ensure smooth solution implementation and configuration • Help resolve critical business issues affecting the project's ability to proceed and succeed • Works together with client Program Manager, IT Lead, and others to ensure smooth implementation of software • Attends regular meetings with customers • Creates project plans and timelines with the NJB team

	• Oversees the successful implementation of projects • Develops and implements standardized practices for project implementations • Participate in team meetings, as required
IP and FOG Compliance Specialist (NJB) **Percentage of Time Allocated to Project – 35%**	• Provides subject matter implementation guidance and support • Assists in creating project plan • Works with client implementation team to ensure project objectives/deliverables are met • Helps resolve technical issues affecting the project's ability to proceed and succeed • Works with the project manager, business lead(s) and vendors to ensure smooth implementation of software • Attends regular meetings with vendor
Compliance Specialist (NJB) **Percentage of Time Allocated to Project – 35%**	• Provides approvals related to technical decisions • Assists in creating project plan • Leads/supports team to ensure all technical project objectives/deliverables are met • Helps resolve technical issues affecting the project's ability to proceed and succeed • Works with the project manager, business lead(s) and vendors to ensure smooth implementation of software • Attends regular meetings with vendor
Services Specialist and Trainer (NJB) **Percentage of Time Allocated to Project – 40%**	• Works with the Subject Matter Experts to support software implementation • Imports data • Configures software • Creates reports, dashboards, queries and views • Sets up rules and workflows • All other data management and setup tasks

Saqib Karori – Project Manager

Saqib will be the project manager and will be directly responsible for this project. Saqib will oversee and manage the NJBSoft team and ensure integrity of the services comply with the schedule and budget. Saqib joins NJBSoft with years of utility consulting as his background and has been involved in helping utilities with their compliance challenges most of his career. He will oversee the setup, integrations, and implementation of the software. As the main contact, communications will facilitate through Saqib for meetings and workshops, as well as be responsible for providing required reports. Lastly, he will be responsible for coordinating the training curriculum for both the Administrator and End User trainings.

Pranam Joshi, P.E. – Principal in Charge

Pranam will engage in contract discussions and ensure the integrity of the services comply with the details identified in this SOW. Pranam has 20 years of experience in water quality programs, water treatment and regulatory compliance issues.

Pranam has implemented similar projects for small and large municipalities throughout California, Arizona, and 18 other states. He has managed projects related to water quality, treatment, and compliance issues and data management. He is an experienced registered professional environmental engineer and a proven software developer with an understanding of environmental regulations. This allows him to translate regulations into a software requirement formulation. As the lead architect of the SAMS software solution, he developed the compliance logic for the environmental programs for the Safe Drinking Water and Clean Water Acts, Superfund, Clean Air Act, NPDES Storm water, Industrial Pre-treatment, Backflow Prevention and Asset Management modules.

Everett Adams – Client Service Manager

Everett brings over 10 years of experience as a client manager, supporting cities, municipalities, state agencies, and private companies in the water industry. He is committed to guiding projects to successful completion. Along with the Project Manager, Everett will serve as a primary coordinator with the City, ensuring that all needs are understood and addressed in alignment with the scope of work outlined in this Statement of Work (SOW).

Kenneth Marshall – Compliance Specialist

Mr. Marshall has been employed the past 29 years as a lab director and water quality professional serving large water and wastewater municipalities in both Arizona and California. He holds a BS degree in Biology from UC Riverside and completed graduate work at CSU Northridge. Additionally, he holds current certifications from Arizona Department of Environmental Quality in the field of water treatment and water distribution. He has extensive knowledge of EPA regulations and has successfully managed and completed water monitoring programs to include Lead & Copper; Unregulated Contaminant Monitoring Rule; Revised Total Coliform Rule; Radionuclide Rule; Stage 2 D/DBP; Groundwater Rule; Consumer Confidence Reporting; and others. Ken has developed rapport with State regulators and has successfully implemented electronic data reporting using EPA's Compliance Monitoring Data Portal (CMDP).

Eric Snell – Subject Matter Expert (SME)

Eric has is an excellent complement to the project team. He has worked 27 years as a Water/Wastewater compliance and has led over 300 software implementations. Most of Eric's experience consists of specializing and focusing on Pretreatment and Cross Connection. Eric understands regulations and business workflows required for this project and provides excellent opinions for general policy workflows that SAMS customers have come to love. He has mapped and migrated many legacy solutions to cleanse data and provide configuration and reporting requirements. Eric serves NJBSoft as SAMS IPP & FOG and Cross Connection Product Lead and SME.

Alex Arnold – Product Trainer and Services Specialist

Alex has over 12 years of experience in managing pretreatment and cross connection programs for a multitude of utilities. Alex has sat in the chair of developing programs for the utilities he worked for. His last position before coming to NJBSoft was as the Pretreatment coordinator for Saint Vrain Sanitation District where he oversaw creating a pretreatment program from scratch with a useful tool called SAMS.

Utsav Gosalia – Data Specialist

Mr. Gosalia is an application engineer for NJBSoft assisting in the software and application setup and implementation for many SAMS projects, including California American Water Company, American Water Company, City of Tempe and Golden State Water Company. He has assisted overseeing and implementation of compliance schedules, regulatory reports like Consumer Confidence Reports, customized reports and customized queries and charts. He also led the testing and implementation for SAMS software solutions, while overseeing the team of programmers.

Support and Maintenance

SaaS Agreement and Terms and Conditions

NJBSoft's SaaS Agreement (with SLA), Privacy Policy, and Terms of Service agreements can be found on and downloaded from our website at the links provided below:

- SaaS Agreement with SLA: https://njbsoft.com/agreements/
- Privacy Policy: https://njbsoft.com/privacy-policy/
- Terms of Service: https://njbsoft.com/termsofservice/

Customer Support

“Hyper-Care” Support

As stated in the Scope of Work above, NJBSoft will provide 2 weeks of hyper-care support to go live. NJBSoft also has a continuing support model where you will have a dedicated account manager and support turnaround time will be much faster. These account managers will also have served a part in implementation of the system.

Standard Software Support

Included with you subscription pricing is standard software support that is categorized into 4 Levels with standard problem response times that are typical for the multiple different types of support requests by SAMS clients.

While these response times are the documented response times, the typical and standard support requests are addressed within hours and most within 48 hours.

Normal business hours for the SAMS support team is Monday through Friday, 5:00 am to 6:00 pm, Arizona Local Time and when needed 24/7 service outside of these hours. Customer service personnel are technical staff that can immediately assist for problem resolution. They have direct contact to management or senior technical staff if needed. They can and do contact appropriate staff to escalate any problem needing higher level of resolution.

The SAMS support team can be reached one of two ways, using our online support ticketing system or by on-call services. The online support ticketing system can be accessed, and tickets generated once the user has created an account online. On-call services and support are available 24 hours 7 days a week. You will always be able to get in touch with a team member to help with a solution to questions or problems you may have regarding the software.

Table 3 below shows the SAMS Team’s standard service uptime and response times. This is also shown in the End User Service Agreement provided with this SOW submittal.

Measure	Metric	Standard	Comments
Availability	System is available for use	99.99% availablity and access to Customer subscribed services, excluding times when maintenance is scheduled.	Availability is measured per calender month
Problem Management	Severity Level 1 Problem Response	Upon notification the SAMS Team will provide its best efforts to resolve the problem(s) 100% within 1 business day followed by updates at least every 2 hours if the problem is not resolved.	Business Days are identified as 5:00 am to 6:00 pm Arizona local time
	Severity Level 2 Problem Response	Upon notification the SAMS Team will provide its best efforts to resolve the problem(s) 100% within 2 business days followed by updates at least every 2 hours if the problem is not resolved.	
	Severity Level 3 Problem Response	Upon notification the SAMS Team will provide its best efforts to resolve the problem(s) 80% within 5 business days and 100% within 10 business daysfollowed by updates at least every 2 hours if the problem is not resolved.	
	Severity Level 4 Problem Response	Upon notification the SAMS Team will provide an initial response within 5 business days	

NJBSoft has 8 holidays: 1) New Year's Day, 2) Martin Luther King Day, 3) Memorial Day, 4) Independence Day, 5) Labor Day, 6) Thanksgiving, 7) Day after Thanksgiving, 8) Christmas. However, we know that we are a mission critical solution and have support staff that are available on these days.

Similar Projects/References

NJBSoft has provided this type of project for many customers including those listed below. NJBsoft has had **no** such incidents of contract termination for default.

City of Vancouver, WA -Cross Connection Program

Project Description: Implemented Cross Connection management software for all the devices for City of Vancouver with both tester portal and customer portals, as well as field data collection. The city switched over to SAMS from SwiftComply.

Contact: Kristi Lucht

Email : Kristi.luch@cityofvancouver.us

Phone : 360-487-8276

City of Peoria, AZ - Cross Connection Program

Project Description: Implemented Cross Connection management software for all the devices for City of Peoria, including tester portal and customer portals. The city switched from spreadsheets into SAMS.

Contact: Richard Moore

Email : Richard.moore@peoriaaz.gov

Phone : 623-773-8466

City of Arvada, CO – Cross Connection Program

Project Description: Implemented Cross Connection management software for all the devices for City of Arvada.

Contact: Carlos Vulgamott

Email : vulgamott@arvada.org

Phone : 720-898-7881

City of Surprise, AZ -Cross Connection Program

Project Description: Implemented Cross Connection management software for all the devices for City of Surprise with both tester portal and customer portals, as well as field data collection. The city also utilizes SAMS Water, Wastewater, IP/FOG, Stormwater and Asset Management

Contact: Randy De La Garza

Email : randy.delagarza@supriseaz.gov

Phone : 623-222-7143

City of Ontario Municipal Utility Company -Cross Connection Program

Project Description: Implemented Cross Connection management software for all the devices for City of Ontario with both tester portal and customer portals, as well as field data collection. The city also utilizes SAMS Water, Wastewater and IP/FOG modules

Contact: Jolene Neal

Email: jneal@ontarioca.gov

Cost Proposal

All pricing is provided per the directive of this solicitation. Additionally, license fees are due immediately upon receiving a PO. All figures are in USD

Overall Project Cost (Year 1)

Total	**$53,100**

SaaS and Professional Services Fees

Software subscription (Annual) ***Unlimited users and data***	$26,100
Software implementation/training/data migration/Integrations (GIS and CIS) (***One-time fee)***	$27,000
Total	**$53,100**

Ongoing Support and Maintenance

Support and Maintenance is included in the annual software subscription.

4.5% annual increase

Software subscription (Annual) - Year 1	$26,100
Software subscription (Annual) – Year 2	$27,274.50
Software subscription (Annual) – Year 3	$28,501.85

Other Costs

Per the Scope of Work, NJBSoft does not anticipate any additional costs outside of the areas above. However, if the scope of work is altered, there may be additional costs depending on the new project scope.

5. REQUIREMENTS

The Requirements Table is categorized by various required and desired features. This table will be used to determine the compatibility of the Firm's software to the requirements of the City of Spokane's Loan Servicing System. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table below. An omitted response or a deviation from the alpha responses provided below will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If you need to add any comments to further clarify your response, please do so in the column specified (if additional space is required, please attach any necessary documentation and index appropriately).

Response	Definition
Yes	This requirement currently exists and can be demonstrated.
Pending	This requirement is scheduled for future release and will be incorporated at no additional cost prior to or post system implementation. Please provide the estimated release date.
Extra	This requirement is not currently available but can be provided as a modification at an additional cost. Proposer is to provide an explanation in the "comments" column that includes the total cost of the modification.
No	This requirement is not supported and/or is not provided as part of this Proposal

NOTE: It is not expected that the proposed solution will be able to provide all of the functionalities specified in the table. However, during the Proposal's review this will be used to evaluate each Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

Examples of expected Firms response: Yes, No, NA

#	Business Requirements	Firm Response	Comments, Explanation and/or Clarification
1	User friendly tester portal. Include in the proposal how the proposed solution will meet this requirement.	Yes	See "portals" in the technical proposal section of the RFP response
2	Tester/Customer portal that allows customer to see all their backflow assemblies with one login. Include in the proposal how the proposed solution will meet this requirement.	Yes	See "portals" in the technical proposal section of the RFP response
3	Arc GIS ERSi Compatible mapping functionality. Include in the proposal how the proposed solution will meet this requirement.	Yes	**SAMS is an ESRI Bronze partner** and using a REST API service, GIS data will be pushed to SAMS as background layers to create sample sites that can be updated in GIS.
4	API to allow the City to access information in the system with proven ability to integrate with Azure. Include in the proposal how the proposed solution will meet this requirement.	Yes	The system is fully hosted within Microsoft Azure and AWS environments and integrates natively with **Azure Active Directory (AAD)** for secure Single Sign-On (SSO) and identity management. NJBSoft has experience leveraging Azure Blob Storage, Azure VMs, and SQL Server to provide scalable and secure access to data.
5	Unlimited users allowed without additional cost to the City. Include in the proposal how the proposed solution will meet this requirement.	Yes	SAMS Subscription pricing includes **unlimited users**, **data storage, workflows, support and free monthly trainings.**

6	Ability to send mailings to multiple contacts (e.g. 5 or more) with the flexibility to indicate if the mailing is postal or via e-mail as well as exclude contacts from receiving mailing on the contact level. Include in the proposal how the proposed solution will meet this requirement.	Yes	See "letters and reporting" in the technical proposal section of the RFP response
7	Billing sync that has the flexibility to indicate if information should or should not be overwritten in the backflow system during sync at the premise/contact level. Include in the proposal how the proposed solution will meet this requirement.	Yes	NJBSoft will set up and transfer information from CIS/billing standard sources. This will allow the transfer of data into and out of SAMS as deemed necessary by the City. These configurations will allow for seamless data transfer eliminating redundant data entry and improving efficiency of the overall system. The software is capable of reconciling information so that no import is duplicated. The city has full control to create rules to allow or not allow data to be overwritten
8	Ability to create, edit, track, generate letters, and setup reminders for surveys. Include in the proposal how the proposed solution will meet this requirement.	Yes	See "letters and reporting" in the technical proposal section of the RFP response
9	Send letters for failed test reports and survey violations. Include in the proposal how the proposed solution will meet this requirement.	Yes	See "letters and reporting" in the technical proposal section of the RFP response
10	Ability to generate Washington State Compliant ASR Report information. Include in the proposal how the proposed solution will meet this requirement.	Yes	This will be addressed during data migration and configuration and reporting portions of the project. Classification of customers/devices to meet the criteria for 3A-Types of Service Connections, 3B-High Hazards, 3C-High Hazards (Medical) and 4A-Device Inventory with Inspection/Testing counts. It is important that the classification and device types match the State's requirements, so the reports will be accurate. The output can be provided in csv, excel or other specified format.
11	Ability to mass update records in the system. Include in the proposal how the proposed solution will meet this requirement.	Yes	See technical proposal section of the RFP response
#	**Technical Requirements**	**Firm Response**	**Comments, Explanation and/or Clarification**
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Yes	We have an extensive track record of successful Cross Connection, IP/FOG, Water and Wastewater Management system implementations, with over 5,500 completed deployments across Washington, California, Texas, Florida, Arizona, and more than 20 additional states. Our diverse client base includes a wide range of utility types, from small municipally owned and operated systems serving rural communities to some of the largest investor-owned utilities in North America.

2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Yes	See “management proposal” section of RFP response outlining staff and responsibilities
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Yes	See cost proposal
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Yes	See “management proposal” section of RFP outlining project schedule and milestones
2	Include a description of your overall approach to each of the following task areas (if applicable):	Yes	In addition to the info below, more detail can be seen in the project SOW found in the “technical proposal” section
	a) System Installation	Yes	SAMS is offered as a cloud-hosted SaaS solution, minimizing the burden of on-premise installations. Deployment is handled via CI/CD pipelines using AWS and Azure infrastructure, ensuring rapid provisioning of environments with standardized configurations and hardened security protocols. Installation is managed centrally by NJBSoft and includes provisioning of web and mobile interfaces using ASP.NET, MS SQL Server, and REST APIs.
	b) System configuration	Yes	System configuration is role-based and tightly integrated with Active Directory for Single Sign-On (SSO). NJBSoft applies a secure development policy and grants user-level access based on least privilege principles. All configuration changes follow a formal change management process requiring approvals, testing, and documentation.
	c) Data Conversion	Yes	NJBSoft provides support for data migration from legacy systems into SAMS. Data conversion processes are managed securely, with controls to validate accuracy, confidentiality, and integrity during data import/export
	d) Training (A sample of training materials & documentation should be included)	Yes	NJBSoft follows a structured, hands-on training approach designed to ensure that Metro’s users can efficiently utilize the system. Our approach is tailored based on client feedback, industry best practices, and real-world system usage patterns.
	e) Test planning and execution	Yes	NJBSoft employs automated and manual test procedures as part of its CI/CD processes. Code reviews, penetration testing, and vulnerability scanning using tools like Rapid 7 and internal QA workflows are performed regularly. Annual audits and continuous monitoring via third-party compliance automation tools help verify

			system integrity and control effectiveness.
	f) System interface design and support	Yes	Interfaces are developed using ASP.NET, HTML5, JavaScript, and REST APIs. NJBSoft's platform allows for integration with third-party systems and enforces secure API access via credential management. Support is available during business hours, with guaranteed response times for connectivity and availability issues. Support procedures include ticketing, escalation, and incident documentation.
	g) System roll-out, procedures, and support	Yes	System roll-out is governed by secure change management and deployment policies. Customers receive onboarding assistance and continued access to NJBSoft's support team. System availability is managed under a formal SLA, with scheduled and unscheduled downtime limits and a structured incident response plan. Ongoing updates and maintenance follow a tested and controlled release cycle.
3	Please describe your current project management methodology.	Yes	See project SOW found in the "technical proposal" section
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Yes	SAMS solution fully meets the City of Spokane's expectation that annual support includes **ongoing updates, feature enhancements, and user training.** NJBSoft maintains a structured, transparent, and proactive approach to product lifecycle management and customer support.

2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Yes	NJBSoft provides comprehensive ongoing user support as part of its standard service offering:
			• **Service Call Desk:** A dedicated help desk is available during normal business hours (5:00 AM – 6:00 PM PST, Monday through Friday). Users may contact support via phone, email, or the online ticketing portal.
			• **Call Handling Procedures:** All support inquiries are logged, categorized, and assigned based on issue type—such as general questions, technical issues, system errors, or enhancement requests.
			• **Priority Management:** NJBSoft employs a tiered prioritization system:
			  ○ *Critical Issues* (e.g., system outage, data loss) receive immediate escalation and same-day response.
			  ○ *High Priority* issues (e.g., major feature not functioning) are typically addressed within 1 business day.

			○ *Routine/Low Priority* issues are resolved within 3–5 business days, depending on complexity. • **Timely Response:** Response times are governed by internal SLAs and tracked for compliance. Customers receive regular updates until resolution is achieved. This structured support model ensures the City receives responsive, prioritized assistance tailored to the urgency and nature of each request.
3	Describe your escalation process for issues that are not resolved during initial call.	Yes	1. **Tier 2 Escalation** ○ More complex issues are escalated to a senior technical specialist or module expert. ○ The user is informed of the escalation and provided with a reference number and estimated resolution timeline. ○ Additional diagnostics or remote sessions may be scheduled as needed. 2. **Tier 3 / Management Escalation** ○ If the issue remains unresolved or affects critical business operations, it is escalated to Tier 3 support. ○ This involves direct engagement from the product development or infrastructure team. ○ Senior leadership and client representatives may be included to ensure transparency and priority handling. 3. **Ongoing Communication** ○ Throughout the escalation process, NJBSoft provides regular status updates, including actions taken and next steps. ○ Updates are provided via email, phone, or the support portal depending on customer preference. 4. **Issue Closure** ○ Once resolved, the issue is documented with resolution steps.

			○ The customer is notified and invited to confirm that the issue has been fully addressed before closure. This escalation process ensures that high-priority or unresolved issues are efficiently handled with increasing levels of expertise and management oversight.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Yes	Included with you subscription pricing is standard software support that is categorized into 4 Levels with standard problem response times that are typical for the multiple different types of support requests by SAMS clients. While these response times are the documented response times, the typical and standard support requests are addressed within hours and most within 48 hours. Normal business hours for the SAMS support team is Monday through Friday, 5:00 am to 6:00 pm, Arizona Local Time and when needed 24/7 service outside of these hours. Customer service personnel are technical staff that can immediately assist for problem resolution. They have direct contact to management or senior technical staff if needed. They can and do contact appropriate staff to escalate any problem needing higher level of resolution. The SAMS support team can be reached one of two ways, using our online support ticketing system or by on-call services. The online support ticketing system can be accessed, and tickets generated once the user has created an account online. On-call services and support are available 24 hours 7 days a week. You will always be able to get in touch with a team member to help with a solution to questions or problems you may have regarding the software.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Yes	NJBSoft follows a structured and transparent process for reporting, addressing, and tracking problems or bugs within the SAMS platform. This process ensures timely resolution, accountability, and communication with the client throughout the lifecycle of the issue.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Yes	NJBSoft follows a structured process for handling enhancement requests post-implementation. Users submit requests through the support portal or account manager. Each request is reviewed for feasibility, alignment with system capabilities, and impact. Approved

			enhancements are scheduled for development, tested through NJBSoft's secure SDLC, and included in regular updates. Clients are kept informed throughout, with updated documentation and training provided as part of the annual support package.
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Yes	Normal business hours for the SAMS support team is Monday through Friday, 5:00 am to 6:00 pm, Arizona Local Time
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Yes	NJBSoft keeps customers informed through proactive communications. Service outages, updates, bug fixes, and known issues are shared via email, the customer portal, or in-app notifications. Planned outages come with advance notice; unplanned outages include real-time updates and follow-up reports. Release notes accompany all updates, and end-of-life notices are issued 6–12 months in advance with guidance on next steps.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Yes	NJBSoft assigns a dedicated account manager standard, provides remote support and meetings by default, and offers onsite visits as needed (typically at additional cost). Regular or as-needed meetings are available for ongoing communication. Core support is included, while specialized services may incur extra charges.
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Yes	SAMS platform is a web-based SaaS solution and does not require any local installation of software, plug-ins, or browser-specific components such as Internet Explorer or Microsoft Office add-ins. Access is provided via a modern web browser (e.g., Chrome, Edge, Firefox), with no need for local executables, plug-ins, or desktop clients.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Yes	NJBSoft's SAMS platform is fully compatible with the City of Spokane's standardized Microsoft environment, supporting all core features and functionality within the following components: **Currently Supported Versions** • **Operating System:** Windows 10 and Windows 11 (64-bit) • **Office Suite:** Microsoft Office 2016, 2019, and Microsoft 365 (desktop versions) • **Browser:** Microsoft Edge

			Note: Internet Explorer is no longer officially supported by Microsoft and is not recommended. SAMS is compatible with modern browsers including Edge, Chrome, and Firefox. **Version Adoption Policy** • NJBSoft follows Microsoft's product lifecycle guidance and actively monitors for compatibility with newly released versions of Windows, Office, and Edge. • New versions are tested and certified within 60–90 days of general availability to ensure stable performance and security. • The platform is continuously updated to align with Microsoft updates and patches, ensuring long-term compatibility and secure operation. • NJBSoft communicates with clients in advance about changes to supported versions and provides guidance for transitions or system adjustments if needed. This policy ensures ongoing alignment with Spokane's Microsoft-based environment and readiness for future upgrades.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Yes	**Currently Supported Browsers** • **Google Chrome** – Latest stable version and two prior versions • **Microsoft Edge** (Chromium-based) – Latest stable version and two prior versions • **Mozilla Firefox** – Latest stable version and two prior versions • **Safari** – Latest stable version on macOS and iOS • **Mobile Browsers** – Native browsers on iOS (Safari) and Android (Chrome) **Supported Platforms** • **Desktops/Laptops:** Windows 10/11, macOS • **Tablets and Smartphones:** iOS and

			Android (latest two OS versions)
4	Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	N/A	
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Yes	SAMS provides a robust Role-Based Access Control (RBAC) system that allows administrators to create user profiles with specific permissions. Users or groups can be assigned read-only, read/write, or no access to system functions. Permissions can be managed at a granular level—by module, function, geographic area, or data type. All role assignments and changes are logged for auditing, ensuring secure and tailored access across the organization.
Database Management			
1	List any limits to data storage provided as part of your proposed solution.	Yes	Unlimited data is standard with SAMS subscription
2	What database platforms does your product support?	Yes	SAMS platform is built to operate on and is optimized for Microsoft SQL Server**.** As a cloud-hosted SaaS solution, NJBSoft manages and maintains the database environment directly on: • **Microsoft SQL Server (Standard and Enterprise editions)** • **Azure SQL Database** (for cloud-hosted deployments) These platforms are used to ensure high availability, scalability, and security. Other database platforms are not natively supported, as the system is tightly integrated with SQL Server architecture for performance and reliability.
3	Estimated database size and memory requirements.	Yes	Estimated Database Size • Initial Deployment: 1–5 GB for small to mid-sized implementations with moderate historical data migration. • Ongoing Growth: Approximately 1–2

			GB per year, depending on data entry volume, attachments (e.g., test results, photos, documents), and system modules in use. • Large Deployments: For cities with extensive industrial/commercial monitoring and multi-year histories, databases may exceed 20–50 GB. Memory Requirements (Server-Side, SaaS Hosted) • NJBSoft hosts the system in a cloud environment (e.g., Azure), with server configurations typically including: o 8–16 GB RAM for application and database servers o Scalable resources based on usage, number of users, and concurrent processes Note: Since SAMS is delivered as a SaaS solution, memory and storage scaling are handled automatically by NJBSoft without burdening City infrastructure.
4	Specific database configuration requirements, if any.	N/A	For the SaaS/Hosted deployment of the SAMS platform, NJBSoft fully manages the database environment, and **no configuration is required by the City**.
5	Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?	Yes	The NJBSoft SAMS platform is hosted in a multi-tenant cloud environment**.** However, strong controls are in place to ensure complete segregation and protection of client data**.**
6	Is data available and accessible in native format to City's data management team (data extracts) on a regular basis.	Yes	Yes, SAMS allows the City's data management team regular access to data in native formats such as CSV, XLSX, and PDF. Users can run on-demand or scheduled exports, use built-in query tools, and access data via API. The City retains full ownership and control of its data at all times
Servers and Operating System			
1	Specify if system will be physical, virtual or an appliance.	Yes	The SAMS platform is delivered as a **virtual, cloud-hosted solution**. It operates within virtualized environments on Microsoft Azure and AWS, managed entirely by NJBSoft.
2	Supported virtualization platforms	Yes	For SaaS deployments, NJBSoft hosts SAMS in virtualized environments on Azure and AWS**,** eliminating the need for the City to manage the virtualization platform.

3	Supported Operating Systems	Yes	The SAMS platform is a web-based SaaS application and does not require local installation on end-user machines. It is fully accessible via modern web browsers across the following **supported operating systems**: **For End Users (Client Devices):** • **Windows 10 and 11** • **macOS (latest two versions)** • **iOS (latest two versions for iPads and iPhones)** • **Android (latest two versions for tablets and phones)**
4	Number of virtual servers required	N/A	For **SaaS/Hosted deployments**, NJBSoft manages all infrastructure in the cloud, and no virtual servers are required from the City.
5	Recommended drive space requirements	N/A	
6	Recommended RAM (GB)	N/A	
7	Recommended # of CPU	N/A	
8	Recommended # of NICs	N/A	
9	Will any servers need to be public facing or located in the DMZ (demilitarized zone) for any on premises components?	N/A	
10	Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions?	N/A	For **SaaS/hosted deployments**, no anti-virus exclusions are required on the City's infrastructure, as NJBSoft manages all servers and security configurations in its cloud environment.
Network Requirements			
1	Specify maximum allowed latency requirements	Yes	The SAMS platform is designed to perform efficiently over standard broadband and municipal network connections. While there is no rigid latency threshold that disables functionality, NJBSoft recommends the following for **optimal performance**: **Recommended Latency Thresholds:** • **Maximum Latency: ≤ 150 milliseconds (ms)** round-trip time (RTT) • **Ideal Latency: ≤ 100 ms**
2	Specify the typical amount of network traffic generated by this application in Mbps	Yes	The SAMS platform is a web-based application optimized for efficient network usage. Typical network traffic is relatively light and suitable for standard municipal and broadband connections.

			Estimated Network Usage: • Typical Application Use (per active user): 0.1 – 0.5 Mbps For standard tasks such as data entry, record viewing, or reporting. • Peak Usage Scenarios: Up to 1.0 Mbps per user When uploading/downloading large attachments (e.g., PDFs, images), generating large reports, or performing bulk operations.
3	Specify the minimum network bandwidth required for each client installation in Mbps	Yes	The SAMS platform is web-based and designed to operate efficiently in typical government or enterprise environments. Each client (user) accessing the system via a browser requires minimal bandwidth. **Minimum Bandwidth Requirements (Per Client):** • **Download: 1.0 Mbps** • **Upload: 0.5 Mbps**
4	Specify all network ports that will need to be opened for both clients and network firewalls.	Yes	**For SaaS / Cloud-Hosted Deployment (Preferred Model):** **Client-Side Requirements (City network to NJBSoft servers):** • **TCP Port 443 (HTTPS)** – Required for all secure web traffic between client browsers and the hosted SAMS application. • **Optional: TCP Port 80 (HTTP)** – May be used for redirecting traffic to HTTPS, though most environments force HTTPS only. No inbound ports need to be opened on the City's network firewall. All traffic is outbound and encrypted via HTTPS.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	Yes	For the **SaaS/hosted deployment**, clients access the SAMS platform via a secure web URL that resolves to NJBSoft-managed public IP addresses hosted in the cloud (e.g., Azure or AWS). These IPs will be provided during setup

			for firewall whitelisting if needed. No inbound ports or public IPs are required on the City's side.
6	Specify any special IP address or protocol requirements for server or client PCs	N/A	For the **SaaS deployment**, client PCs do not need static IPs or special protocols. They require outbound access to HTTPS (TCP 443) with TLS 1.2+**,** and the ability to resolve public DNS. NJBSoft will provide any necessary public IPs or URLs for firewall whitelisting.
7	Specify remote access requirements and identify remote access users/equipment	Yes	NJBSoft allows remote access only for authorized staff using secured, company-managed devices. Access requires VPN, MFA, encrypted connections, and is monitored and restricted by role-based controls.
8	Specify physical switch port count requirements and port speed	N/A	For fully SaaS deployments (default for SAMS), physical switch port requirements are **not applicable**, as no local servers are hosted on-site. Only client-side internet access is required.
9	Specify any special network design requirements	Yes	SAMS (SaaS) requires reliable internet, outbound HTTPS (port 443), and DNS access. No inbound rules are needed unless integrating with on-prem systems. Optional features include IP allowlisting, VPN, or API access, depending on integration needs.
10	Specify if there are any QOS requirements	N/A	SAMS has no strict QoS requirements but recommends a stable internet connection. Optionally, prioritize HTTPS traffic if needed. Ideal latency is under 100ms with less than 1% packet loss.
11	Specify any telephony requirements analog and or IP	N/A	SAMS has no telephony requirements, whether analog or IP-based.
12	Specify any wireless access requirements	N/A	SAMS has no specific wireless access requirements beyond standard internet connectivity.
13	Specify fiber or ethernet cabling requirements	N/A	SAMS, does **not require specific fiber or Ethernet cabling**. However, for optimal performance in office environments: • **Standard Ethernet (Cat5e or Cat6)** is sufficient for client devices, supporting **1 Gbps** speeds. • **Fiber cabling** may be used for high-speed backbone or uplinks in the City's internal network but is **not required** by the application itself. • No special cabling is needed on-site since **no local servers or hardware** are required for SaaS deployment. In short, any infrastructure supporting **reliable**

			broadband internet will meet SAMS connectivity needs.
14	Specify power requirements for all new equipment	N/A	SAMS has no special power requirements, as it's a cloud-based solution with no on-premises hardware. Standard office power is sufficient for client devices.
15	Identify any certificate requirements	Yes	SAMS uses server-side TLS certificates for secure HTTPS access. Client certificates are not required, and custom domain certificates can be supported if provided by the City.
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Yes	NJBSoft uses Microsoft Azure (or AWS) for hosting. No other 3rd party subcontractors are used.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Yes	NJBSoft's agreements with third-party providers like Azure cover security, disaster recovery, backups, 99.9% uptime SLAs, scheduled maintenance, and 24/7 support. Providers follow SOC 2 and ISO 27001 standards, with penalties for uptime violations.
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Yes	NJBSoft releases major upgrades 1–2 times per year and patches monthly or as needed. Upgrades are scheduled with advance notice and minimal downtime. Release notes and documentation are provided for each update.
2	Describe your notification practices for:		
	a) Planned outages	Yes	Customers receive **advance notice** (typically **at least 3–5 business days**) via email and/or in-app alert. Outages are scheduled **outside business hours** to minimize disruption.
	b) Changes to the application and/or database	Yes	Release notes and change summaries are provided prior to deployment. Significant changes include user documentation and optional training or webinars. Advance notice is given for changes that may affect workflow or functionality.
	c) Unplanned outages	Yes	Notifications are sent **immediately** via email or

			SMS (if configured). Updates are provided throughout the outage until resolution. A **post-incident report** is issued detailing cause, impact, and corrective actions.
	d) Product sunset	Yes	Customers are notified **well in advance** (typically **6–12 months**). Includes a **transition plan**, data export options, and support timelines to assist with migration.
3	Describe any test or "sandbox" environments you would provide to the City of Spokane.	Yes	SAMS provides a full-featured sandbox environment for the City of Spokane to support training, testing, and configuration validation, separate from the live system and updated regularly.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Yes	**Downtime:** • **Minimal to no downtime** for most upgrades • Upgrades are typically performed during **off-peak hours** to avoid user disruption **Level of Difficulty:** • **Low effort required** from the City • NJBSoft manages the entire upgrade process, including deployment, validation, and rollback procedures if needed **Length of Time to Upgrade:** • **Patches and minor updates:** Implemented within **1–2 hours** • **Major version upgrades:** Typically completed within **4–6 hours**, depending on scope The upgrade process is automated and well-documented, requiring little to no intervention by City IT staff.

Access / Authentication			

1	Application must require users to enter a User ID and a Password to gain access. User IDs and Passwords must be encrypted while in transit and at rest. Passwords must support configurable password complexity, age, and reuse limitations.	Yes	SAMS fully meets this requirement:
			
			• **User ID and Password Authentication:** Access to the system requires valid **User ID and Password** credentials.
			• **Encryption In Transit and At Rest:**
			  ○ Passwords and login data are encrypted using **TLS 1.2+** during transmission.
			  ○ Passwords are stored using **strong hashing algorithms** (e.g., bcrypt or equivalent) and are encrypted at rest.
			• **Password Policy Configuration:** The system supports configurable settings for:
			  ○ **Password complexity** (e.g., length, character types)
			  ○ **Password age** (expiration timing)
			  ○ **Password history/reuse limitations** (to prevent repeated use)
			
			This ensures secure access and compliance with best practices for authentication and credential management.

2	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Yes	Yes, NJBSoft requires **password authentication** to access any system that processes, stores, or transmits City of Spokane data. • Access is restricted to **authorized users** with valid credentials. • Passwords are encrypted and governed by configurable security policies. • Additional security measures such as **multi-factor authentication (MFA)** can also be enabled. This ensures controlled and secure access to sensitive City data.

3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Yes	Yes, NJBSoft uses role-based access to ensure only authorized personnel working on the City of Spokane's project can access its data, based on predefined need-to-know roles.
4	Does the vendor support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions?	Yes	Yes, NJBSoft supports MFA, SSO, SAML, and integration with Active Directory/LDAP for secure, centralized authentication.
5	Does the system include hidden user access accounts and/or default vendor accounts. What type of access does the vendor and its employees have or expect to have?	Yes	NJBSoft does not use hidden or default vendor accounts. Vendor access is limited, role-based, logged, and only granted with customer approval for support purposes.
6	Application must allow for the limiting of access to functionality and data through the use of security roles. Security roles should be configurable around processes/functions, data types, or job classifications.	Yes	Yes, SAMS supports configurable **security roles** that allow administrators to **limit access to system functionality and data** based on: • **Processes and functions** (e.g., view vs. edit permissions) • **Data types** (e.g., device records, test results, enforcement data) • **Job classifications or user roles** (e.g., inspector, admin, analyst) Roles are fully customizable, enabling the City to align access controls with internal policies and operational needs.
7	Does application have an auto-logout function and, if so, is that configurable?	Yes	Yes, NJBSoft SAMS has a configurable auto-logout feature that logs users out after a set period of inactivity to enhance security.
Breaches			
1	Vendor should notify users of any system/data breach within applicable state and federal law.	Yes	Yes, NJBSoft will notify users of any data breach in compliance with state and federal laws, following its SOC 2–aligned incident response procedures.
Communications and Operations Management			
1	Is there a formal operational change management / change control process?	Yes	Yes, NJBSoft has a formal **operational change management and change control process** in place. • All system changes (updates, patches, infrastructure changes) follow a **documented review, approval, and testing procedure**. • Changes are tracked through **internal change logs** and, where applicable, **customer communication and scheduling**.

			• The process ensures stability, minimizes disruption, and aligns with **SOC 2 Type 2** compliance standards.
2	Are separate environments for development, staging, testing/QA, and production supported and maintained?	Yes	Yes, NJBSoft maintains **separate environments** for: • **Development** • **Staging** • **Testing/QA** • **Production** These environments are **logically isolated** to prevent unintended interactions and to ensure: • Safe development and testing • Quality assurance before deployment • Secure, stable production operations This structure supports reliable updates, change control, and adherence to security best practices.
3	Are system resources reviewed to ensure adequate capacity is maintained?	Yes	Yes, NJBSoft routinely monitors and adjusts system resources to ensure adequate capacity and consistent performance.
4	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Yes	Yes, NJBSoft conducts thorough testing of systems and applications during development and before acceptance. • This includes **unit testing, integration testing, system testing**, and **User Acceptance Testing (UAT)**. • All tests are documented and validated to ensure functionality, performance, and security before release.
5	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Yes	Yes, NJBSoft isolates City of Spokane data from other customers using secure logical separation and access controls, with data hosted in physically secure, compliant data centers.
6	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	Yes, NJBSoft has documented procedures for **securing and hardening** all IT infrastructure components, including: • **Network devices**

			• **Servers** • **Operating systems** • **Databases** These procedures follow industry best practices (e.g., **NIST, CIS Benchmarks**) and are part of NJBSoft's **SOC 2 Type 2–compliant** security framework. They include regular patching, configuration reviews, and access restrictions to reduce vulnerabilities and ensure secure system operations.
7	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Yes	Yes, NJBSoft maintains detailed audit logs for system, network, and user activity, typically retained for at least one year to support monitoring and incident investigation.
8	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	Yes, NJBSoft has a vulnerability management program that regularly reviews and applies security patches to infrastructure components, aligning with industry standards and SOC 2 compliance.
9	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	Yes, NJBSoft scans all internet traffic for malicious code and uses data loss prevention (DLP) controls to protect against threats and unauthorized data transmission.
10	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	Yes, NJBSoft uses a 24x7 intrusion detection and prevention system (IDPS) to monitor, alert, and respond to suspicious network activity in real time.
11	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Yes	Yes, all City of Spokane data is **encrypted both in storage and in transit**: • **At Rest:** Encrypted using **AES-256** encryption standards. • **In Transit:** Protected with **TLS 1.2 or higher** for secure transmission over the internet or unsecure networks. These encryption practices ensure data confidentiality and align with industry and compliance standards.
12	Is City of Spokane data ever stored on non-company managed equipment?	Yes	No, City of Spokane data is **never stored on non-company managed equipment**. All data resides within **secure, NJBSoft-managed cloud infrastructure** (e.g., Microsoft

			Azure or AWS), which is fully controlled, monitored, and compliant with SOC 2 and other relevant security standards. This ensures data remains protected within authorized environments only.
Data Security and Ownership			
1	Is there an information security policy?	Yes	Yes, NJBSoft has a formal information security policy aligned with SOC 2 and NIST standards. It covers data protection, access control, and incident response, and all employees are trained to follow it.
2	Have information security policies been reviewed in the last 12 months?	Yes	Yes, NJBSoft reviews its information security policies at least annually, with the latest review completed within the past 12 months as part of SOC 2 compliance.
3	Is there an individual or group responsible for security within the organization?	Yes	Yes, NJBSoft has a designated security team responsible for overseeing information security across the organization.
4	What is the geographic location and/or legal jurisdiction of customer data storage? Are commercial and government customer data managed differently?	Yes	Customer data is stored in **U.S.-based cloud data centers** under U.S. legal jurisdiction. NJBSoft applies the same security and compliance controls to both commercial and government data, with all data encrypted, isolated, and customer-owned.
5	City of Spokane retains ownership of all city data. Any contractual issues associated with this requirement?	Yes	There are **no contractual issues** with the City of Spokane retaining ownership of all city data. See Below…
6	What rights does the vendor gain with respect to use of customer data?	Yes	NJBSoft does not own customer data and may only use it to provide services and support. The City retains full ownership, and NJBSoft cannot use the data for marketing or share it without permission. All data is treated as confidential under strict security controls.
7	What methods are available to export customer data should the contract terminate?	Yes	Upon contract termination, NJBSoft provides customer data exports in formats like **CSV, XLSX, XML, or PDF**, with secure delivery via **SFTP, encrypted drives, or cloud transfer**. Full database backups and API-based extraction are also available, with vendor support during the transition.
8	Is data encrypted at rest? In transit? If so, to what standard?	Yes	Yes, NJBSoft encrypts data **at rest using AES-256** and **in transit using TLS 1.2 or higher**, meeting NIST, SOC 2, and ISO 27001 standards.
9	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	Yes	No, NJBSoft does not provide access to City of Spokane data or hosting facilities to external parties. Access is restricted to authorized NJBSoft personnel under SOC 2 Type 2–compliant controls.
10	What does the vendor log and how long are logs retained? What methods exist to extract data for auditing and reporting?	Yes	NJBSoft logs user activity, system events, and security actions, with logs retained for at least 1

			year (configurable). Audit data can be extracted via built-in reports, exports, custom queries, or API access.
Disaster Recovery			
1	What is the data retention configuration and data recovery methods for customer data? How often are data/systems replicated between sites?	Yes	NJBSoft retains customer data per contract and does not delete it without request. Data is backed up daily, with incremental backups during the day, and replicated in near real-time across geographically separate sites to ensure recovery and high availability.
2	What is the vendor's service/business continuity plan? Disaster recovery plan? How often are these plans tested?	Yes	**Business Continuity Plan (BCP):** • NJBSoft maintains a documented **Business Continuity Plan** to ensure ongoing operations during service disruptions. • The plan covers **staff availability**, **critical system access**, and **communications procedures** during emergencies. **Disaster Recovery Plan (DRP):** • A formal **Disaster Recovery Plan** (DRP) is in place, focusing on rapid recovery of systems and data in the event of failure or disaster. • Includes **geographically redundant backups**, **automated failover**, and **data replication** in cloud-hosted environments (Azure/AWS). **Testing Frequency:** • Both BCP and DRP are **tested at least annually**. • Tests include **tabletop exercises, simulated failovers**, and **recovery time objective (RTO)** validations to ensure readiness and effectiveness. These tested plans ensure NJBSoft can maintain or restore services quickly with minimal disruption.
3	How far back can a record/application/virtual machine be recovered?	Yes	Unlimited. Records are never irrevocably deleted in the system

4	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Yes	Yes, NJBSoft's **Business Continuity and Disaster Recovery (BC/DR) plans** include formal procedures to **notify the City of Spokane** in the event of incidents that impact services or data. • **Notification is triggered immediately** for critical events such as system outages, data breaches, or major service disruptions. • The City is kept informed through **designated communication channels**, with updates provided during investigation and resolution. • This process aligns with NJBSoft's **SOC 2 Type 2 controls** for incident response and client communication. This ensures the City receives timely and transparent updates during any significant incident.
5	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Yes	Yes, NJBSoft uses geographically redundant data centers and multiple office locations to ensure service continuity and disaster recovery.
6	Please provide SLAs as it relates to the service offered.	Yes	NJBSoft provides the following typical SLAs for its hosted SAMS solution: **1. System Availability (Uptime)** • **99.9% uptime guarantee**, excluding scheduled maintenance windows. • Monitored 24/7 with proactive alerts and response protocols. **2. Response Times for Support Requests** • **Critical issues (e.g., system failure, data loss):** Response within **1 hour** • **High-priority issues (e.g., major feature disruption):** Response within **4 hours** • **Standard/non-urgent issues:** Response within **1 business day** **3. Issue Resolution Targets** • **Critical issues:** Resolved within **24–72 hours**, depending on complexity. • **High-priority issues:** Resolved within **3–5 business days**. • **Minor issues or feature requests:**

			Scheduled into next maintenance cycle or release. **4. Scheduled Maintenance** • Typically performed during **off-peak hours**, with **advance notice** to clients. • Minimal disruption, often with no downtime. **5. Data Backup and Recovery** • **Daily backups**, with near real-time replication. • Recovery Point Objective (RPO): **≤ 24 hours** • Recovery Time Objective (RTO): **≤ 4–8 hours** for hosted services Custom SLAs or enhancements may be negotiated as part of the service contract based on City needs.
Physical and Environment Security			
1	Is there a documented physical security policy?	Yes	Yes, NJBSoft relies on documented physical security policies from its cloud providers (e.g., Azure or AWS), which include 24/7 monitoring, access controls, surveillance, and compliance with SOC 2 and ISO 27001 standards.
2	Do systems and applications hosting City of Spokane data reside in a data center?	Yes	Yes, systems and applications hosting City of Spokane data reside in **secure, Tier III+ certified data centers**, typically within **Microsoft Azure or AWS cloud environments** managed by NJBSoft.
3	Is the data center shared with other tenants?	Yes	Yes, NJBSoft's SAMS platform is hosted in a multi-tenant cloud environment (e.g., Microsoft Azure or AWS), where the data center infrastructure is shared with other tenants. However, NJBSoft ensures strict data segregation and security controls, including: • Logical data isolation per client • Access control enforcement • Encryption at rest and in transit • SOC 2 Type 2 compliance This setup allows shared infrastructure while maintaining full data privacy, security, and compliance for each tenant.

4	What technology is used to secure and monitor the datacenter (e.g. badge access, video or camera surveillance, etc.)?	Yes	NJBSoft supports bulk data retrieval for Public Records Requests (PRRs) through built-in export tools, custom reports, or API access. Authorized users can export data in CSV, XLSX, or PDF formats, with secure delivery and vendor support available for complex requests.
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?	Yes	NJBSoft supports PRR requests by securely extracting bulk data in formats like CSV or PDF, transferring it via encrypted methods, and maintaining an audit trail for accountability.
Standards			
1	Does the solution include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4))	Yes	Yes, NJBSoft provides documentation to support **secure configuration, installation, and operation** of the SAMS solution, in alignment with **NIST 800-53 SA-5**. This includes setup guides, admin manuals, security checklists, and operational procedures.
2	What security frameworks/standards has the vendor adopted and how is compliance with these frameworks/standards ensured/verified?	Yes	NJBSoft follows security frameworks including **SOC 2 Type 2**, **NIST SP 800-53/64**, **OWASP Top 10**, and select **CIS Controls**. Compliance is ensured through annual third-party audits, internal risk assessments, secure SDLC practices, and ongoing staff training.
Vendor Risk Assessment			
1	Does vendor require software developers to attend and complete regular security training?	Yes	Yes, NJBSoft requires developers to complete **annual security training** focused on secure coding and threat mitigation. Training is tracked and supports SOC 2 compliance.
2	Does vendor use a secure code repository?	Yes	Yes, NJBSoft uses a secure, access-controlled code repository with version control, audit tracking, and automated security scanning, ensuring code integrity and restricted access.
3	Vendor should certify the use of accredited third party entities to conduct a vulnerability test and a penetration test not less than once per year.	Yes	Yes, NJBSoft uses accredited third-party firms to perform annual vulnerability assessments and penetration tests. These tests support SOC 2 compliance and are documented, with remediation tracked and summaries available upon request.
4	Does the application have a documented software development lifecycle that complies with NIST SP 800-64	Yes	Yes, NJBSoft has a documented SDLC that aligns with **NIST SP 800-64**. It includes secure planning, development, testing, change management, and data disposal practices, and is validated through our **SOC 2 Type 2** compliance.
5	Does the vendor have a documented security testing plan?	Yes	Yes, NJBSoft has a documented security testing plan that includes regular vulnerability scans, secure code reviews, third-party penetration testing, and pre-deployment testing of patches and updates. These practices are integrated into change management process and verified

			through SOC 2 Type 2 compliance.
6	How does the vendor develop and manage custom code for its customers?	Yes	NJBSoft follows a structured and secure process for developing and managing custom code tailored to customer requirements, aligned with industry best practices and its SOC 2 Type 2 controls.
7	How often does the vendor perform periodic vulnerability scans of development environments?	Yes	NJBSoft performs **periodic vulnerability scans of its development environments at least quarterly**, as part of its secure development lifecycle (SDLC) and in accordance with its **SOC 2 Type 2 controls**.
8	What priority is given to client identified security vulnerabilities?	Yes	Client-identified security vulnerabilities are treated as a **high priority** by NJBSoft. They are reviewed within 24 hours, and if confirmed critical or high, are remediated within **72 hours or 7 days**. Clients receive ongoing updates throughout the process.
9	What is the mean time to patch or remediation of identified security vulnerabilities?	Yes	NJBSoft remediates security vulnerabilities based on severity: **critical issues within 72 hours**, **high within 7 days**, **medium within 30 days**, and **low severity in standard update cycles** (60–90 days). These timelines align with our SOC 2 Type 2–verified vulnerability management practices.
10	Has the vendor engaged in SSAE 16 efforts?	Yes	Yes, NJBSoft has participated in SSAE 16-equivalent efforts and currently complies with **SSAE 18 via SOC 2 Type 2** reporting.
11	Has the vendor had any breaches, compliance findings, or other security incidents in the last three years?	Yes	**No**

12	Is vendor datacenter/infrastructure located in a natural hazard area (e.g., flood plain, earthquake)?	Yes	NJBSoft's hosted SAMS solution is deployed on **Microsoft Azure and/or AWS cloud infrastructure**, which is distributed across geographically diverse, Tier III+ certified data centers**.**
			
			• These facilities are **not located in known high-risk natural hazard zones**, such as flood plains or high seismic activity areas, without proper mitigation.
			• Cloud providers like Azure and AWS select data center sites based on **low environmental risk**, and each location is built with:
			  ○ **Flood protection and elevation controls**
			  ○ **Seismic engineering** in earthquake-prone regions
			  ○ **Redundant power, cooling, and network systems**

13	Has the vendor engaged in SOC 2, Type 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality or Privacy efforts? And are these reports available for review?	Yes	https://njbsoft.com/wp-content/uploads/2024/09/NJBSoft-SOC-2-Type-2-Report.pdf

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jul 25, 2025

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Expires: Mar 31, 2026

NJB SOFT, LLC
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PHOENIX AZ 85012-2602

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

VANCOUVER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 07/31/2026) - ACTIVE
SEATAC GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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: 605806382 001 0001

NJB SOFT, LLC
202 E EARLL DR
SUITE 110 STE 110
PHOENIX AZ 85012-2602

STATE OF WASHINGTON

FOLD HERE

TAX REGISTRATION - ACTIVE
VANCOUVER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 07/31/2026) - ACTIVE
SEATAC GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE

Expires: Mar 31, 2026

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 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2025

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

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

PRODUCER Oberle Risk Strategies 8820 Ladue Rd, Suite #302 Saint Louis MO 63124	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 636-391-0700 **FAX (A/C, No):** **E-MAIL ADDRESS:** info@oberle-risk.com
INSURED NJBSOFT-01 NJB Soft LLC 202 E Earll Dr Ste 110 Phoenix AZ 85012	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Property & Cas Ins Co of Hartford — 34690 **INSURER B :** At-Bay Specialty Insurance Company **INSURER C :** Hartford Financial Services Group, Inc. — 914 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1530868696 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	84SBMBT1HV8	5/29/2025	5/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			84SBMBT1HV8	5/29/2025	5/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			84SBMBT1HV8	5/29/2025	5/29/2026	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		35WECCC2571	12/1/2024	12/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Cyber Liability Tech Errors & Omissions			AB-6758891-01	5/29/2025	5/29/2026	Cyber Liability Tech E&O Retention	2,000,000 2,000,000 2,500

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

City of Spokane is included as additional insured with regards to the general liability where required by written contract. Waiver of subrogation applies in favor of the holder on the general liability.

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201

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

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THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

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

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

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

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

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

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

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

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

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

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

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

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

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

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

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

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Consent

Council Meeting Date: 09/08/2025

Date Rec'd	8/13/2025		
Clerk's File #	OPR 2025-0610		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	ITB 6414-25
Contact Name/Phone	RAYLENE 509-625-7821	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PW ITB 6414-25 ON CALL DIVE SERVICES FOR UPRIVER DAM		

Agenda Wording

On Call service contract is to provide the Upriver Hydroelectric Project with emergency dive response and O&M services for a period of 3 years

Summary (Background)

Upriver Hydroelectric Project is undertaking a few large projects over the next 5-6 years that will require diver assistance for inspections, repairs, and consultation. These projects include the FERC Relicensing and the Comprehensive Assessment Report recommendations, as well as Tainter Gate replacement and structural repairs.

What impacts would the proposal have on historically excluded communities?

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

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

This work is for the Upriver Hydroelectric project and is not a public-facing program.

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

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

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

This work is part of the Capital Improvement Program for the Upriver Hydroelectric Project and is necessary to improve failing infrastructure, and to ensure safe and controlled river flows.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 300,000.00
Current Year Cost	$ 100,000.00
Subsequent Year(s) Cost	$ 100,000.00

Narrative

This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.

Amount		Budget Account
Revenue	$ 300,000.00	# 4100-42460-34148-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

4100-42460-34148-54201-99999

Expense Occurrence	Recurring

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

Increase to hydroelectric power generation.

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	PURCHASING	PRINCE, THEA
Division Director	GENNETT, RAYLENE		
Accounting Manager	KECK, KATHLEEN		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		

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crickman@spokanecity.org	nrussell@spokanecity.org
rrpenaluna@spokanecity.org	

Committee Briefing Paper
Public Safety & Community Health Committee

Committee Date	8-18-25
Submitting Department	Water and Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	PW ITB 6414-25 On Call Dive Services for Upriver Dam
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This On Call service contract is to provide the Upriver Hydroelectric Project with emergency dive response and O&M services for a period of 3 years, with a one year renewal option. This contract will be a Not To Exceed (NTE) amount of $100,000.00 per year. The Upriver Hydroelectric Project is undertaking a few large projects over the next 5-6 years that will require diver assistance for inspections, repairs, and consultation. These projects include the FERC Relicensing and the Comprehensive Assessment Report recommendations, as well as Tainter Gate replacement and structural repairs.

Fiscal Impact

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

Total Cost: $300,000.00

Current year cost: NTE $100,000.00

Subsequent year(s) cost: NTE $100,000.00 per year

Narrative: This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Water Dept CIP, 4100-42460-34148-54201-99999

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.

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 projects and services aim to improve infrastructure that serves all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  This work is for the Upriver Hydroelectric project and is not a public-facing program.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is part of the Capital Improvement Program for the Upriver Hydroelectric Project and is necessary to improve failing infrastructure, and to ensure safe and controlled river flows.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Bid Response Summary

Bid Number	PW ITB 6414-25
Bid Title	On Call Dive Services for the Upriver Dam - Prevailing Wages
Due Date	Monday, August 4, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Associated Underwater Services Inc.
Submitted By	Samantha Cumpton - Monday, August 4, 2025 8:42:58 AM [(UTC-08:00) Pacific Time (US & Canada)] samantha@ausdiving.com 5095336500
Comments	

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1 BACKGROUND	The City of Spokane Water Department is seeking the services of an underwater work/diving contractor for a multi-year, on call contract at the Upriver Hydroelectric Project located at 2701 N Waterworks St, Spokane WA 99212.	I acknowledge
	2. CONTRACTOR'S REPRESENTATION	The contractor making its Quote represents that it has read and understands the specifications; and has familiarized itself with the local conditions under which the work is to be performed	I acknowledge
	3.1 QUALIFICATIONS	Underwater inspections or work will be conducted by certified commercial divers trained to meet the minimum requirements of the Association of Diving Contractors International (ADCI) Consensus Standards and the Occupational Safety and Health Administration (OSHA). Training to the level of recreational diving is not acceptable for commercial diving	I acknowledge
	3.2 QUALIFICATIONS	Submit Certification Documentation of ADCI international Consensus Standards for Commercial Diving and Underwater Operations.	2025 - AUS ADCI CERT.jpg
	3.3 QUALIFICTION	Firm shall have 10 years of experience with underwater structural inspections of hydroelectric dams and appurtenances and be generally familiar with the underwater components associated with the inspection of Upriver Dam.	I acknowledge
	3.4 QUALIFICATIONS	Firm shall have 10 years of experience with underwater repair/rehab of structural concrete, steel, or mechanical components of hydroelectric dams and appurtenances	Response 3.4 QUALIFICATIONS.pdf
	3.5 QUALIFICATIONS	Certain structural elements shall be inspected by a structural SME experienced with dams and/or similar concrete and steel structures also meeting the minimum requirements for commercial diving.	I agree and acknowledge
	3.6.1 QUALIFICATIONS	To ensure responsiveness in the event of an emergency at the Upriver Hydroelectric Project site, the dive contractor shall be able to physically respond within 2 hours of a phone call during normal business hours, and 4 hours at all other times to evaluate the situation and coordinate work activities.	I acknowledge and agree
	3.6.2 QUALIFICATIONS	Awarded firm shall provide phone number of emergency contact during non-business hours	I agree

	4. AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on rates. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will begin on or around September. This date may change based on the City's process.	I acknowledge
	5. 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
	6. 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
	7. PAYMENT	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.	I acknowledge
	8. REJECTION OF BIDS	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.	I acknowledge
	9. CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
	10. 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
	11.1 CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Casey Jones 208-659-3313 casey@ausdiving.com
	11.2 CONTRACTOR CONTACT INFORMATION	Please indicate the name and email address for the person who is authorized to sign the contract that would be awarded from this bid	Samantha Cumpton 509-934-9619 Samantha@ausdiving.com
	12. ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
	13. 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:	I acknowledge
	a.	Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.	I acknowledge

	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 acknowledge
	b. i.	Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge
	c.	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 the improvement. Hazard or XCU (Explosion,Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge
	d.	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.	I acknowledge
	INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge
PUBLIC WORKS REQUIREMENTS			
	A	The work under this contract is classified as routine maintenance under state law.	I acknowledge
	1	A payment/performance bond is NOT required	I acknowledge
	2	Statutory retainage is NOT required	I acknowledge
	B.	Prevailing Wage	Yes
	1.	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

	2.	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://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.	I acknowledge
	C.	Apprenticeship	Yes
	1.	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
	D.	Statement of Intent	Yes
	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).	I acknowledge
	E.	Filing Fees	Yes
	1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars ($40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge
	F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes

	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 - indicate whether you are exempt, have taken the training or have not taken the training.	Exempt
	G.	Prevailing Wages Multi-Year Contracts and Extensions	Yes
	1.	For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I acknowledge and I agree
GENERAL CONDITIONS			
	1.	Contractor acknowledges that they have read and understand the Terms & Conditions Document in the "Documents" tab.	I acknowledge
TECHNICAL REQUIREMENTS			
	1. PERFORMANCE	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, 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
	2. 1 SCOPE OF WORK	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.	I acknowledge
	2.2 SCOPE OF WORK	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge
	2.4 Scope of Work	If necessary and acceptable for the elements of the work, the use of a remotely operated vehicle (ROV) may be acceptable. The video camera shall have a live feed to a monitor in the dive boat. If the contractor intends to use a ROV instead of divers, a work plan shall be provided with the written quote to be reviewed and approved by the city.	I acknowledge
	2.5.1 SCOPE OF WORK - Access	Boat access to the reservoir/forebay side of the dam spillway and powerhouses is available by the City's concrete boat ramp located approximately 300 feet south of the dam. There is foot access but no boat access to the tailrace side of the dam spillway and powerhouses within the Upriver facility property.	I acknowledge
	2.5.2 SCOPE OF WORK - Access	The Contractor shall provide room in the dive boat for the City's representative to watch the monitor during the inspection.	I acknowledge
	2.6 SCOPE OF WORK - Storage	Contractor may store vehicles and equipment adjacent to the boat launch at the dam. This area is not available to the public; however, the city will not be held responsible for any loss, damage or injury that may occur while vehicles and equipment are stored, operated or accessed at this facility.	I acknowledge

	2.7.a SCOPE OF WORK - Site conditions	The dam spillway gates are not usually opened until the river flow exceeds 8,000 cfs as measured by an on-site channel flow meter. Statistically, the river flows remain below 6,000 cfs from the start of the summer through the end of the calendar year. The typical flow during the specified work period is 700 to 4,000 cfs. No guarantees are made nor implied.	I acknowledge
	2.7.b SCOPE OF WORK - Site conditions	Diving contractor will coordinate schedules with the city and the City's Contruction contractor.	I acknowledge
	2.7.c SCOPE OF WORK - Site conditions	The dam gates will be locked out during the spillway portion of the inspection. During the spillway inspection, the river will flow through one or two powerhouses, depending on flow and operating conditions, which are located approximately 1,600 feet (canal length) from the dam work area. during the power canal inspection, the powerhouse turbines will be shut down and locked out and river flow will be diverted through the spillway, maintaining the operating pool to 1927 feet City datum at all times.	I acknowledge
	2.8 SCOPE OF WORK - Inspection Level	Contractor will perform a Level I/II inspection as described on pages 6-7 and in Appendix B of Underwater Inspection Plan in document Section.	I agree
	2.9 SCOPE OF WORK - Background	I have downloaded and read Document Underwater inspection Plan.	I agree
	2.10 SCOPE OF WORK - Deliverables	Contractor will submit a thorough dive plan that considers both safety and the inspection objectives for City approval prior to beginning work. The dive plan shall include the approach and diver path.	I agree
	3. 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
BID			
	1. BID OFFER	The price(s) listed on the pricing page of this project 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
	2. ADDENDA	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	AS OF 07/31 - 0
	3. WITHDRAWL OF BID	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
	4. SUBCONTRACTORS	Download and complete the Subcontractor List in the "Documents" tab and upload it. You will not be able to subcontract with a company if it is not listed on this form and submitted with your response.	Subcontractor List under $1M.pdf
	5	Optional – Complete ahead of time and upload "Supplemental Bidder Responsibility Criteria and Work Experience Form" Upload Here. If not uploaded here, 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.	PWITB#~1.DOC
CONTRACTOR RESPONSIBILITY			

	1.	Provide Washington State Contractor’s Registration No.	ASSOCUS972BA
	2.	Provide Contractor's U.B.I. Number	602 256 846
	3.	Provide Contractor's Washington Employment Security Department Number	216166-00-0
	4.	Provide Contractor's Washington Excise Tax Registration Number	68-0534168
	5.	Provide Contractor's City of Spokane Business Registration Number	T11039980BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			
	1.	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.	I acknowledge

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Category 1								
	1.	Diver – Standard Time	Base	hours	75.00	$209.70	$15,727.50	
	2.	Diver – Overtime	Base	hours	5.00	$297.00	$1,485.00	
	3.	Diver Tender - Standard Time	Base	hours	75.00	$120.80	$9,060.00	
	4.	Diver Tender - Overtime	Base	hours	5.00	$163.65	$818.25	
	5.	Standby Diver Tender - Standard Time	Base	hours	40.00	$122.40	$4,896.00	
	6.	Standby Diver Tender - Overtime	Base	hours	5.00	$166.05	$830.25	
	7.	ROV Operator - Standard Time	Base	hours	20.00	$265.79	$5,315.80	
	8.	ROV Operator - Overtime	Base	hours	5.00	$166.75	$833.75	
	9.	Salvage Master - Standard Time	Base	hours	20.00	$1.00	$20.00	
	10.	Salvage Master - Overtime	Base	hours	5.00	$1.00	$5.00	
	11.	Diving supervisor - Standard Time	Base	hours	75.00	$212.05	$15,903.75	
	12.	Diving supervisor - Overtime	Base	hours	5.00	$300.55	$1,502.75	
	13.	Non-Dive Labor - Standard Time	Base	hours	75.00	$113.70	$8,527.50	

	14.	Non-Dive Labor - Overtime	Base	hours	10.00	$153.05	$1,530.50	
	15.	Report Writing, per Section 2.8 specifications	Base	hours	25.00	$0.00	$0.00	
	16.	Shop Mobilization and Demobilization	Base	hours	20.00	$0.00	$0.00	
Category 2								
	17.	Work Boat	Base	hours	75.00	$30.00	$2,250.00	
	18.	Work Truck	Base	hours	25.00	$10.00	$250.00	
	19.	Remote Operating Vehicle	Base	hours	20.00	$25.16	$503.20	
	20.	Surface Supplied Diving Package	Base	hours	40.00	$15.00	$600.00	
	21	Air Compressor	Base	hours	20.00	$1.00	$20.00	
	22.	Hoist	Base	hours	5.00	$1.00	$5.00	
	23.	Underwater Grout Work	Base	hours	40.00	$5.00	$200.00	
	24.	Underwater Lighting system	Base	hours	20.00	$11.00	$220.00	
	25.	Underwater Video	Base	hours	75.00	$4.00	$300.00	
	26.	Underwater Still Photography	Base	hours	10.00	$1.00	$10.00	
	27.	Underwater Drill (Mag Drill)	Base	hours	5.00	$1.00	$5.00	
	28	Underwater Cutting Torch	Base	hours	5.00	$5.00	$25.00	
	29.	Underwater Pressure Washer	Base	hours	25.00	$2.50	$62.50	
	30.	Diesel Fuel	Base	gallon	200.00	$5.00	$1,000.00	
	31.	Gasoline	Base	gallon	200.00	$4.50	$900.00	
Category 3								
	32.	Portable Water Diving Suits and Hoses	Base	ea	1.00	$1.00	$1.00	
	34.	Decontamination Materials	Base	ea	1.00	$1.00	$1.00	
	35.	Hazmat Diving Suits and Hoses	Base	ea	1.00	$1.00	$1.00	
	36.	Additional supplies not identified in the solicitation	Base	EA	1.00	$1.00	$1.00	TBD Depending on Supplies
Total Base Bid	$72,810.75							

SUBCONTRACTOR LIST

PROJECT NAME: Project # 6414-25

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER GRAVITY MARINE

TYPE OF WORK/BID ITEM ROV & SONAR SERVICES

AMOUNT TBD based on scope of work and tasks requested

CONTRACTOR'S REGISTRATION NO. 602-840-806

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Experience with Underwater Repair and Rehabilitation of Hydroelectric Structures

Associated Underwater Services, Inc. (AUS) has over 25 years of experience performing underwater repair and rehabilitation of structural concrete, steel, and mechanical components at hydroelectric dams and associated facilities throughout the Pacific Northwest. AUS is a trusted diving contractor for numerous public utilities and government agencies and currently holds active multi-year on-call contracts with clients including Grant County PUD, City of Seattle, City of Tacoma, City of Everett, Avista Corp, Northwest Energy along with several more.

Our project portfolio includes work at hydroelectric dams such as Priest Rapids, Wanapum, Upriver, and Post Falls, where our teams have successfully completed tasks such as:

- **Structural concrete repair**, including crack injection, epoxy application, and surface preparation in submerged environments
- **Steel component rehabilitation**, including underwater welding, anode installation, and structural steel modifications
- **Mechanical component servicing**, such as gate seal replacements, trash rack repairs, turbine component retrieval, and fish passage maintenance
- **Dewatered and in-situ dive operations** requiring coordination with dam operations and lockout/tagout procedures
- **Detailed inspection and documentation**, supporting asset management and compliance with regulatory agencies

All diving operations are conducted in accordance with ADCI consensus standards, OSHA 29 CFR 1910 Subpart T, and USACE EM 385-1-1 safety protocols. Our dive teams include certified ADCI Supervisors and personnel trained in confined space entry, contaminated water diving, and underwater welding.

AUS's long-standing record of performance, rapid mobilization capability, and experience across a wide variety of hydroelectric environments uniquely qualify us to support the Upriver Hydroelectric Project through this on-call contract.

AUS
ASSOCIATED UNDERWATER SERVICES

MASTER SERVICE AGREEMENTS

MULTI-YEAR DIVING CONTRACTS & MSA

WORK SCOPE & SUMMARY

AUS is a trusted leader in commercial diving and underwater construction. AUS carries several Master Service Agreements (MSAs) with government agencies and public utilities. With a proven track record of excellence, we provide a full range of underwater services. These services include, but are not limited to: structural repairs, welding and cutting, pile inspection and remediation, pipeline and cable installation, salvage and recovery, NDT (Non-Destructive Testing) inspections and emergency response.

AUS' highly skilled ADCI certified divers utilize advanced technology and industry best practices to ensure safe, efficient, and regulatory-compliant solutions for critical infrastructure projects. AUS is dedicated to safety, precision, and reliability, delivering high-quality underwater construction and maintenance services which support the integrity and longevity of essential public assets.

With a strong reputation for dependability and expertise, AUS continues to serve as a trusted partner to municipalities, public works departments, and utility providers, ensuring their underwater infrastructure remains safe, functional, and resilient.

CLIENT REFERENCES

CITY OF SEATTLE

OWNER: CITY OF SEATTLE, WA. **CONTRACT DATES:** 2017 - CURRENT.
POINT OF CONTACT: RYANE MAR, RYANE.MAR@SEATTLE.GOV

GRANT COUNTY PUBLIC UTILITIES

OWNER: GRANT COUNTY PUD. **CONRACT DATES:** 2014 - CURRENT
POINT OF CONTACT: WHITNEY FIELD, WFIELD@GCPUD.ORG

KING COUNTY

OWNER: KING COUNTY, WA. **CONTRACT DATES:** 2021 - 2023
POINT OF CONTACT: JANESSA C., JCAMINOS@KINGCOUNTY.GOV

CITY OF TACOMA

OWNER: CITY OF TACOMA, WA. **CONTRACT DATES:** 2017 - CURRENT
POINT OF CONTACT: JON S., JSIGAFOO@CITYOFTACOMA.ORG

KITSAP TRANSIT

OWNER: KITSAP TRANSIT. **CONTRACT DATES:** 2023 - CURRENT
POINT OF CONTACT: ANDREA CAREY, ANDREAC@KITSAPTRANSIT.COM

AVISTA UTILITIES

OWNER: AVISTA UTILITIES. **CONTRACT DATES:** 2010 - CURRENT
POINT OF CONTACT: RYAN BEAN, RYAN.BEAN@AVISTACORP.COM

CITY OF SALEM

OWNER: CITY OF SALEM, OR. **CONTRACT DATES:** 2018 - CURRENT
POINT OF CONTACT: JENNIFER BARTELS, JBARTELS@CITYOFSALEM.NET

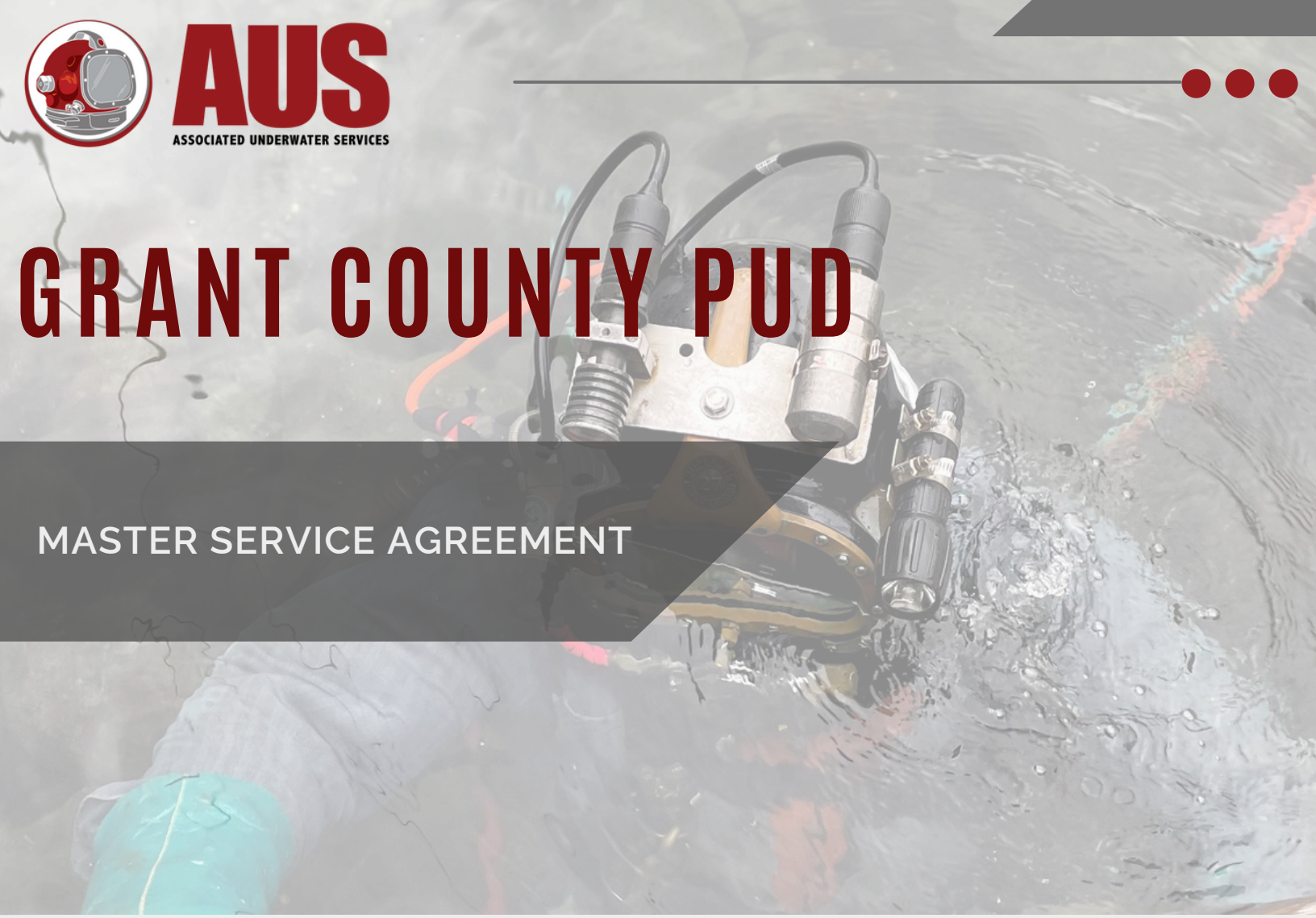
CITY OF EVERETT

OWNER: CITY OF EVERETT, WA. **CONTRACT DATES:** 2024 - CURRENT
POINT OF CONTACT: MIKE ROBINSON, MROBINSON@EVERETTWA.GOV

AUS
ASSOCIATED UNDERWATER SERVICES

GRANT COUNTY PUD

MASTER SERVICE AGREEMENT



WORK SUMMARY & SCOPE

Associated Underwater Services, Inc. (AUS) provides ongoing on-call commercial diving and underwater inspection services for Grant County Public Utility District under an active Master Service Agreement. AUS supports both scheduled maintenance and emergency response needs across multiple facilities, including Priest Rapids Dam, Wanapum Dam, O'Sullivan Dam, and various auxiliary sites such as Sunland Cove and Beverly Bridge.

Work performed under this agreement includes the installation and maintenance of underwater instrumentation, gate sealing, sill sweeps, fish ladder inspections and repairs, structural inspections, anchor removals, and bridge and vessel inspections. AUS divers are qualified to work in deep water conditions, performing tasks at depths of up to 150 feet.

In addition to hydroelectric facility support, AUS has conducted underwater vessel inspections and bridge structure assessments, including work at Beverly Bridge and Sunland Cove, ensuring compliance with safety and environmental regulations.

All activities are documented in detailed written reports submitted to the client, supporting ongoing asset management and regulatory requirements. AUS remains available to assist Grant County PUD with any underwater operations requiring responsive, experienced dive teams.

PROJECT OWNER: GRANT COUNTY PUD

PLACE OF PERFORMANCE: CENTRAL WA

PERIOD OF PERFORMANCE: 2011 - CURRENT

CONTRACT AMOUNT: $1,449,462.50

CONTRACT POINT OF CONTACT: WHITNEY FIELD, 509-699-1310, WFIELD@GCPUD.ORG

AUS
ASSOCIATED UNDERWATER SERVICES

NORTHWESTERN ENERGY MASTER SERVICES AGREEMENT

UNDERWATER INSPECTIONS & GENERAL DIVING

PROJECT OWNER:
NORTHWESTERN ENERGY

PLACE OF PERFORMANCE:
MONTANA

PERIOD OF PERFORMANCE:
2017 - CURRENT

CONTRACT AMOUNT:
$150,000 ANNUALLY

CONTRACT POINT OF CONTACT:
JEREMY BUTCHER
JEREMY.BUTCHER@NORTHWESTERN.COM

WORK SCOPE & SUMMARY

Associated Underwater Services, Inc. has an ongoing master services agreement (MSA) with Northwestern Energy. This agreement provides on-call and emergency dive services as well as regularly scheduled underwater maintenance at N.W.E. facilities.

With two locations in WA State, AUS is able to mobilize crew and equipment for emergency services to their Hydroelectric Facility Dams with short notice to include the following scope of work:

-Dive Inspections -ROV Inspections
-Gate Sealing -Underwater Welding
-Sill Sweeps -Rigging -Trash Rack Repairs

AUS
ASSOCIATED UNDERWATER SERVICES

WE PROVIDE
CUSTOMIZED SOLUTIONS FOR YOUR UNDERWATER SERVICE NEEDS

TUNNEL & HYPERBARIC SERVICES

Our Commercial Dive team leverages their experience working in pressurized environments to provide hyperbaric intervention support for tunnel construction projects.

- Hyperbaric Interventions
- OSHA and MSHA Variances
- Shaft Diving and Construction
- Tremie Concrete
- Inspections and Surveying
- Consulting

UNDERWATER INSPECTIONS & SURVEYING

AUS provides an array of comprehensive underwater inspection services to fit your needs and budget.

- Bridge, Pier and Dock Inspections
- Dam and Lock Inspections
- Concrete, Steel & Wood Inspections
- Outfall Inspections
- Intake Inspections
- Potale Water & Tank Inspections
- Ferry Terminal Inspection
- Tunnel and Aqueduct Inspection
- Land & Marine Survey
- Scour Investigation
- Cable Locating and Mapping
- Non-Destructive Testing Methods
  - Including UT & MT Inspections
- Underwater Sediment Sampling
- Underwater CC Video & Photography

HYDROGRAPHIC & TECHNICAL SERVICES

AUS performs advanced geo-technical surveys & studies utilizing state-of-the-art technology.

- High resolution bottom profile & scanning
- Highly accurate integrated navigational systems for surface & subsea positioning
- Bathymetric Surveys
- State-of-the art sonars systems
- Remote Operated Vehicle Surveys

COMMERCIAL DIVING & UNDERWATER CONSTRUCTION

AUS can provide marine construction services for all your underwater needs. Some of these services include, but are not limited to:

- Pile Repairs, Inspection & Removal – Wood, Steel & Concrete
- Pipeline Inspection, Installation and Location
- Cable Installation and Location
- Diffuser Repair & Installation
- Coffer Dam & Bulkhead Fabrication, Installation, & Sealing
- Cathodic Protection Installation, Repair, Maintenance & Inspection
- Outfall Construction, Repair, Maintenance & Inspections
- Trash Rack Installation, Repair, Maintenance & Inspections
- Traveling Water Screen Repair & Installation
- Salvage & Emergency Services
- Debris Removal, Water Jetting & Dredging
- Sluice and Trunnion Gates
- Intake Screens
- Chemical and Air Diffusion Systems
- Certified Welding to AWS Standards-D3.6M
- Concrete – High Pressure Grouting
- Core Drilling and Track Sawing
- Ship Husbandry and Repairs
- Underwater Painting and Coatings

AUS
ASSOCIATED UNDERWATER SERVICES

WE PROVIDE
CUSTOMIZED SOLUTIONS FOR YOUR UNDERWATER SERVICE NEEDS

COMMERCIAL DIVING & UNDERWATER CONSTRUCTION

AUS can provide marine construction services for all your underwater needs. Some of these services include:

- Pile Repairs, Inspection & Removal – Wood, Steel and Concrete
- Pipeline Inspection, Installation and Location
- Cable Installation and Location
- Diffuser Repair and Installation
- Coffer Dam Fabrication and Sealing
- Cathodic Protection Engineering and Consulting Services
- Cathodic Protection Installation, Repair & Inspection
- Outfall Construction, Repair and Inspections
- Contaminated Water/ HAZMAT Diving
- Deep Diving & Mixed Gas Diving
- Trash Rack Installation, Repair and Inspections
- Traveling Water Screen Repair and Installation
- Sluice and Trunnion Gates
- Intake Screens
- Chemical and Air Diffusion Systems
- Debris Removal, Water Jetting and Dredging
- Certified Welding to AWS Standards-D3.6M
- Concrete – High Pressure Grouting
- Core Drilling and Track Sawing
- Ship Husbandry and Repairs
- Underwater Painting and Coatings
- Salvage Operations
- Environmental & Emergency Response Services

HYDROGRAPHIC & TECHNICAL SERVICES

AUS performs advanced subsea geo-technical surveys & studies.

- High resolution bottom profile & scanning
- Highly accurate integrated navigational systems for surface & subsea positioning
- Bathymetric Surveys
- State-of-the art sonars systems
- Remote Operated Vehicle Surveys

UNDERWATER INSPECTIONS & SURVEY

Our certified teams provides an array of comprehensive underwater inspection services to fit your needs & budget.

- Bridge, Pier and Dock Inspections
- Outfall Inspections
- Dam & Lock Inspections
- Potable Water Tank Inspections
- Concrete, Steel and Wood Inspection
- Ferry Terminal Inspection
- Tunnel and Aqueduct Inspection
- Land & Marine Survey
- Scour Investigation
- Cable Locating and Mapping
- Non-Destructive Testing Inspections, Including UT & MT Inspection Methods
- Underwater Sediment Sampling
- Underwater Closed Circuit Video and Color or B/W Photography

TUNNEL & HYPERBARIC SERVICES

Our Commercial Dive team leverages their experience working in pressurized environments to provide hyperbaric intervention support for tunnel construction projects.

- Hyperbaric Interventions
- OSHA and MSHA Variances
- Shaft Diving and Construction
- Tremie Concrete
- Inspections and Surveying
- Consulting

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty-four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.
Project Name: On Call Dive Services for the Upriver Dam
Project # 6414-25
Part A: General Company Information
Company Name ASSOCITED UNDERWATER SERVICES INC.
Address 3901 E FERRY AVE SPOKANE WA 99202
Contact Name and Title CASEY JONES / PROJECT MANAGER OR SAM CUMPTON / CONTRACTING
Contact Phone 208-659-3313 | Contact E-mail CASEY@AUSDIVING.COM
Years in business as a Prime Contractor 23 | Years in business as a sub-contractor 23
Years in business under present Name 23
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years NOT APPLICABLE
Explain reason for name change(s) in the past five (5) years NOT APPLICABLE
Part B: Work Experience
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **List two (2) similar construction projects.**
Grant County PUD No. 02, City of Seattle MSA & Avista Corp.
Part C: Performance Evaluation
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?
□ Yes ☒ No
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.
Part D: Record of Debarment / Disqualification
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?
□ Yes ☒ No
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.
Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.

□ Yes ✖ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

□ Yes ✖ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G: Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

□ Yes ✖ No

Part H: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

□ Yes ✖ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part I. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

□ Yes ✖ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)

Has the bidder been convicted of a crime involving public bidding on a public works contract within the last five (5) years?

□ Yes ☒ No

If "Yes", attach a separate signed/dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s).

Part K. Claims Against Retainage and Bonds

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

□ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

□ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part M: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

□ **Yes** ☒ **No**

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part N: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

□ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of

each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
☒ Yes ☐ No
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.
Sub Docs
Signature
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.
Signature of Authorized Representative Date 07/31/2025 Sam Cumpton
Printed Name of Authorized Representative Samantha Cumpton Title Controller

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders Contact Name & Phone Number
ASSOCIATED UNDERWATER SERVICES INC	CASEY JONES / 208-659-3313

Project Name	Project Contract Number
GRANT COUNTY PUD MSA	430-10199
Project Owner GRANT COUNTY PUD NO. 02	Project Location MULTIPLE DAMS IN CENTRAL WASHINGTON PRIEST RAPIDS, WANAPUM, OSULLIVAN
Project Owner Contact Name & Title WHITNEY FIELD HYDRO MAINTENANCE	Owner's Telephone Number 5509-793-1584

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
05/22/2020	STILL ACTIVE CONTRACT / EXPECTED CONTRACT END DATE IS 12/31/2025	$ 699,462.50	$ 1,449,462.50

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder) – NOT APPLICABLE
AUS DIVING IS THE PRIME	

Brief Project Description –
Associated Underwater Services (AUS) provides on-call commercial diving services to Grant County PUD under a multi-year Master Service Agreement.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications –
Work is performed at multiple hydroelectric facilities, including Priest Rapids Dam, Wanapum Dam, and O'Sullivan Dam. Tasks include gate sealing, fish ladder maintenance, sill sweeps, underwater instrumentation installations, and structural inspections—often at depths up to 150 feet. AUS also supports specialty projects such as anchor removal at Sunland Cove, underwater vessel inspections, and bridge inspections at Beverly Bridge. All work is completed in compliance with industry safety standards and documented through detailed reports.

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders Contact Name & Phone Number
ASSOCIATED UNDERWATER SERVICES INC	CASEY JONES / 208-659-3313

Project Name	Project Contract Number
City of Seattle Diving Services	0000006392
Project Owner	**Project Location**
The City of Seattle – Contracting	Boundary, Skagit, Cedar Falls & South Fork
Project Owner Contact Name & Title	**Owner's Telephone Number**
David McLean / Purchasing	206-684-0445

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
01/27/2025	01/31/26 (with 4 one-ye extension options	$ NA – T&M Contract	$ NA Still in progress

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder) – NOT APPLICABLE
AUS DIVING IS THE PRIME	

Brief Project Description –

Associated Underwater Services, Inc. (AUS) provides the City of Seattle and Seattle Public Utilities with on-call emergency diving services, scheduled maintenance, and remote operated vehicle (ROV) inspections under an active Master Services Agreement and we also held the previous MSA going back to 2017.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications – AUS supports a wide range of underwater operations across SPU-managed facilities, including dam infrastructure and water conveyance systems. Services include:

- Dam Diving Inspections
- ROV Inspections of Intakes, Tunnels, and Outfalls
- Gate Sealing and Sill Sweeps
- Underwater Welding and Structural Repairs
- Trash Rack Repairs and Debris Removal
- Heavy Rigging and Retrieval Operations
- Outfall Inspections and Repairs

AUS's experienced dive teams operate in challenging conditions including confined spaces, low visibility, and high-flow environments, while adhering to OSHA, ADCI, and City of Seattle safety standards. All work is documented through comprehensive reports, supporting SPU's asset management and regulatory compliance.

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders Contact Name & Phone Number
ASSOCIATED UNDERWATER SERVICES INC	CASEY JONES / 208-659-3313

Project Name	Project Contract Number
Avista Corp.	R-40162
Project Owner Avista Corp.	Project Location Multiple Locations – 9 Mile, Post Falls, Monroe St
Project Owner Contact Name & Title Ryan Bean / Plant Ops Manager	Owner's Telephone Number 509-495-2326

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
07/07/2015	03/31/2026	$ 25,000 (based on T&M rates)	$ 95,000

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder) – NOT APPLICABLE
AUS DIVING IS THE PRIME	

Brief Project Description –

Associated Underwater Services, Inc. (AUS) maintains an ongoing Master Services Agreement with Avista Corporation, providing both on-call emergency response and scheduled underwater maintenance at multiple hydroelectric facilities. Service locations include Nine Mile Dam, Post Falls Dam, Cabinet Gorge, Noxon Rapids, and Monroe Street Dam.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications – AUS supports Avista's operations with a full range of commercial diving and ROV capabilities, ensuring reliability and regulatory compliance of critical infrastructure. Representative tasks include:

- Dive Inspections
- Remote Operated Vehicle (ROV) Surveys
- Gate Sealing and Sill Sweeps
- Underwater Welding and Rigging
- Trash Rack Repairs and Debris Removal
- Pipeline and Intake Structure Surveys
- Pressure Washing of Dam and Intake Structures

AUS's experienced dive teams work in a range of environmental conditions, including deep water, confined spaces, and high-flow environments. All operations are completed in strict adherence to OSHA 29 CFR 1910 Subpart T, ADCI consensus standards, and Avista's internal safety protocols. Detailed reports accompany each task to support asset maintenance and long-term operational planning.

ASSOCIATION OF DIVING CONTRACTORS INTERNATIONAL

HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

ASSOCIATED UNDERWATER SERVICES

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR

SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES

2025

MEMBER # 2085

Phil Newsum
Executive Director

www.adc-int.org

BUSINESS LICENSE

STATE OF WASHINGTON

Profit Corporation

Issue Date: Dec 06, 2024
Unified Business ID #: 602256846
Business ID #: 001
Location: 0001
Expires: Dec 31, 2025

ASSOCIATED UNDERWATER SERVICES, INC.
3901 E FERRY AVE
SPOKANE WA 99202-4645

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS #T11039980BUS - ACTIVE
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
CHEHALIS GENERAL BUSINESS - NON-RESIDENT - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BELLINGHAM GENERAL BUSINESS #028411 - ACTIVE
GIG HARBOR GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LAKE STEVENS GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LONGVIEW GENERAL BUSINESS - NON-RESIDENT #034114 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #41020 - ACTIVE
PORT TOWNSEND GENERAL BUSINESS - NON-RESIDENT #013214 - ACTIVE
SEDRO WOOLLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SNOHOMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
FRIDAY HARBOR GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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

STATE OF WASHINGTON

UBI: 602256846 001 0001

Expires: Dec 31, 2025

ASSOCIATED UNDERWATER SERVICES, INC.
3901 E FERRY AVE
SPOKANE WA 99202-4645

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS #T11039980BUS - ACTIVE
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
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BELLINGHAM GENERAL BUSINESS

FOLD HERE

STATE OF WASHINGTON

BUSINESS LICENSE

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Expires: Dec 31, 2025

ASSOCIATED UNDERWATER SERVICES, INC.
3901 E FERRY AVE
SPOKANE WA 99202-4645

CITY/COUNTY ENDORSEMENTS:

LYNNWOOD GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT #BLS210089 - ACTIVE
FERNDALE GENERAL BUSINESS - NON-RESIDENT #001484.0 - ACTIVE
LYNDEN GENERAL BUSINESS - NON-RESIDENT - ACTIVE
OCEAN SHORES GENERAL BUSINESS - NON-RESIDENT #24042 - ACTIVE
HOQUIAM GENERAL BUSINESS - NON-RESIDENT #605344 - ACTIVE
BREMERTON GENERAL BUSINESS - NON-RESIDENT #23706 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

ASSOCIATED UNDERWATER SERVICES INC

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

STATE OF WASHINGTON

UBI: 602256846 001 0001

Expires: Dec 31, 2025

ASSOCIATED UNDERWATER SERVICES, INC.
3901 E FERRY AVE
SPOKANE WA 99202-4645

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS #T11039980BUS - ACTIVE
WALLA WALLA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
CHEHALIS GENERAL BUSINESS - NON-RESIDENT - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BELLINGHAM GENERAL BUSINESS

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 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2025

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

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

PRODUCER
McGriff, a Marsh & McLennan Agency LLC Company
5400 SW Meadows Road, Suite 240
Lake Oswego, OR 97035

CONTACT NAME: Brendan Duncan
PHONE (A/C, No, Ext): 503-943-6621 **FAX (A/C, No):** 501-748-3878
E-MAIL ADDRESS: bduncan@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Underwriters At Lloyd's	32727
INSURER B :The Travelers Indemnity Company of Connecticut	25682
INSURER C :Great American Alliance Insurance Company	26832
INSURER D :American Equity Insurance Company	43117
INSURER E :	
INSURER F :	

INSURED
Associated Underwater Services, Inc
3901 E Ferry Ave
Spokane, WA 99202

COVERAGES **CERTIFICATE NUMBER:** 8C3EGQTE **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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Marine General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	MA2408385	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BA-0T883978-24-SEL	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	TRC-416201	01/31/2025	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC40924521000	12/31/2024	12/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	USL&H	X	X	ALMA01139-08	12/31/2024	12/31/2025	See WC EL Limts	$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is included as Additional Insured as respects the ongoing operations of the Named Insured with respects to General and Auto Liability coverage where required by written and signed contract subject to policy terms, conditions, limits and exclusions.
A Waiver of Subrogation in favor of the certificate holder applies as required by written and signed contract subject to policy terms, conditions, limits, and exclusions.
Coverage shown above is primary and non-contributory where required by written contract.

CERTIFICATE HOLDER

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

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	**INSURED** Associated Underwater Services, Inc
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 08/05/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Contractors Pollution Liability:

Limits of liability Each Occ/Agg: $2,000,000.00
Policy # EGL0012576
Effective date 12/31/2024-12/31/2025
Insurer: Mt. Hawley Insurance Company

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CERTIFICATE NUMBER: 8C3EGQTE

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	**INSURED** Associated Underwater Services, Inc
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 08/05/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Professional Liability:

Limits of Liability: $1,000,000 Each Claim/Agg.
Policy # HPL25-0049
Effective Date: 04/08/2025-04/08/2026
Insurer: Certain Underwriters as Lloyd's

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CERTIFICATE NUMBER: 8C3EGQTE

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	**INSURED** Associated Underwater Services, Inc
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 08/05/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Commercial Property & Crime:

Limit of Liability:
Policy# I-660-0T884072-IND-23
Effective Date: 12/31/2024-12/31/2025
Insurer: Travelers Indemnity Company
Business Inerruption Coverage Limit: $225,000

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CERTIFICATE NUMBER: 8C3EGQTE

Agenda Sheet for City Council:

Committee: PIES **Date:** 08/18/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/08/2025

Date Rec'd	8/14/2025		
Clerk's File #	RES 2025-0071		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	JACKSON DEESE 625-6718	**Requisition #**	
Contact E-Mail	JDEESE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION APPROVING USE OF SAFE STREETS FUND FOR NEIGHBORHOOD		

Agenda Wording

A resolution approving the purchase of safe speeds signage for neighbors through the Safe Streets for All Fund

Summary (Background)

The Office of Neighborhood Services does regular community outreach with neighborhoods. Signs such as "Neighbors Drive 25" and "Kids and Pets at Play" signs are very popular in the neighborhoods of Spokane to remind drivers and neighbors to drive carefully when on local access streets. Pursuant to SMC Section 07.08.148, revenues from automatic traffic safety cameras are placed in the "Spokane Safe Streets for All Fund," to be used for safe streets measures. The Office of Neighborhood Services has developed new signage and would like approval to use Spokane Safe Streets for All funds to purchase the new signage.

What impacts would the proposal have on historically excluded communities?

Signage will be available to all residents through Office of Neighborhood Services

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. Signage is for neighborhood peace of mind.

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

Not applicable, but similar signage language, “Neighbors Drive 25,” were popular.

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?

Promotes and encourages safer driving on residential streets, and the use of funds for this purpose is consistent with the goals of the "Safe Streets for All" provisions in SMC.

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 6,000
Current Year Cost	$
Subsequent Year(s) Cost	$ 0

Narrative

Under the $50,000 threshold for Council approval, but ONS would like Council support

Amount		Budget Account
Expense	$ 6,000	# 1380-24100-21700-53201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head			
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

	nzollinger@spokanecity.org
hsweet@spokanecity.org	hhamlin@spokanecity.org
klouden@spokanecity.org	

RESOLUTION NO. 2025-0071

A resolution approving the purchase of safe speeds signage for neighbors through the Safe Streets for All Fund.

WHEREAS, the Office of Neighborhood Services does regular community outreach with neighborhoods; and

WHEREAS, signs such as “Neighbors Drive 25” and “Kids and Pets at Play” signs are very popular in the neighborhoods of Spokane to remind drivers and neighbors to drive carefully when on local access streets; and

WHEREAS, pursuant to SMC Section 07.08.148, revenues from automatic traffic safety cameras are placed in the “Spokane Safe Streets for All Fund,” to be used for safe streets measures; and

WHEREAS, the Office of Neighborhood Services has developed new signage and would like approval to use Spokane Safe Streets for All funds to purchase the new signage;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council authorizes the use of no more than $6,000 for the purpose of purchasing signage as described in the attached Exhibit A and in partnership with the Office of Neighborhood Services.

ADOPTED by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Exhibit A

SLOW DOWN
Kids and
Pets
at Play
THIS IS A PRIVATE SIGN. PLEASE OBSERVE THE FOLLOWING WHEN POSTING YOUR SIGN. DO NOT PLACE THIS SIGN ON:
• Existing City of Spokane Traffic signs or poles.
• On public buildings or structures.
• Any property other than your own (respect adjacent property owners).
DO NOT PLACE THIS SIGN IN AN AREA THAT WILL BLOCK DRIVERS VISIBILITY, INCLUDING THE FOLLOWING:
• On street corners.
• Adjacent to driveways.
• Blocking a sidewalk or walkway
• Areas that would create a hazard.

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/21/2025
		Clerk's File #	ORD C36741
		Cross Ref #	
Council Meeting Date: 08/25/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ORDINANCE UPDATING THE FEE-FREE BUSINESS LICENSE THRESHOLD		

Agenda Wording

An ordinance updating the minimum dollar threshold for fee-free business registrations as required by state law.

Summary (Background)

RCW 35.90 requires all cities and towns with general business license requirements to adopt a uniform model ordinance. The state model ordinance adopted in 2018 established a minimum dollar threshold of $2,000, which the businesses must be partially or fully exempted from licensing requirements. The state model ordinance is being amended effective January 1, 2026, to increase the fee-free threshold from $2,000 to $4,000. The state model ordinance also establishes a forty-eight-month adjustment based on CPI. This ordinance becomes effective January 1, 2026

What impacts would the proposal have on historically excluded communities?

N/A

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

The Taxes and Licensing Office maintains a list of all registered businesses as provided by the Washington State Department of Revenue. The office does not collect any other demographic data related to business licenses.

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

The Taxes and Licensing Office maintains a list of all registered businesses as provided by the Washington State Department of Revenue.

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 ordinance is consistent with the requirements under RCW 35.90

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Renee Robertson	Cara Geiger

ORDINANCE NO. C36741

An ordinance updating the minimum dollar threshold for fee-free business registrations as required by state law; amending Section 08.01.190 of the Spokane Municipal Code.

WHEREAS, RCW 35.90 requires all cities and towns with general business license requirements to adopt a uniform model ordinance; and

WHEREAS, the state model ordinance adopted in 2018 established a minimum dollar threshold of $2,000, which the businesses must be partially or fully exempted from licensing requirements; and

WHEREAS, the state model ordinance is being amended effective January 1, 2026, to increase the fee-free threshold from $2,000 to $4,000; and

WHEREAS, the state model ordinance also establishes a forty-eight-month adjustment based on CPI.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.01.190 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.190 Business Registration Fee Reduction

A. Low Gross Income.

Registrants whose gross income does not exceed eighteen thousand dollars ($18,000) per calendar year or prorated for a partial calendar year are entitled to a reduced business registration fee as specified in SMC 08.02.0206. The amount stated in this section shall be adjusted annually pursuant to SMC 08.02.0206(G). Any applicant for a reduced fee registration must present sufficient proof of gross income to the ((~~city of Spokane taxes and licenses division~~)) City of Spokane Office of Taxes and Licensing that income earned from business activities in the city is below the limit required by this section. Proof of income must be shown by a tax return filed within the previous twelve (12) months.

B. Nonprofit Organizations.

Nonprofit organizations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof of nonprofit status as granted by the state or federal government.

C. Social Purpose Corporations.

Social Purpose Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof that the business is registered as a Social Purpose Corporation in the state of Washington.

D. Certified B Corporations

Certified B Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof that the business is actively certified as a Certified B Corporation.

E. Fee-Free Business Registration

((~~For purposes of the business registration under chapter 08.01 SMC, any~~)) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ((~~$2,000 (or higher threshold as determined by city)~~)) $4,000 and who does not maintain a place of business within the city, shall submit a business license registration to the Director or designee, which shall be issued with no fee to the business.

1. The fee-free business registration does not apply to regulatory license requirements or activities that require a specialized permit.

2. The threshold amount for fee-free business registrations shall be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate shall be multiplied by one plus the cumulative four-year (forty-eight-month) CPI increase using each 12-month period ending on June 30 of each prior year and rounded to the nearest $100. If any of the annual CPI increases are more than five (5) percent, a five (5) percent increase shall be used in computing the annual basis, and if any of the annual CPI decreases during the forty-eight-month period, a zero (0) percent increase shall be used in computing the annual basis.

PASSED by the City Council on _____

_____
Council President

Attest:

City Clerk

Mayor

Approved as to form:

City Attorney

Date

Effective Date

strong cities | great state

2026 City Business License Model Threshold update

Effective January 1, 2026

What are the main changes to the model threshold?
The main change in the update would make a one-time increase to a higher threshold to $4000 for out-of-city businesses from the current $2,000 threshold, effective January 1, 2026.

Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest $100.

Could my city still require a no fee registration for out-of-city businesses below the threshold?
Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.

Was the definition of "engaging in business" changed?
No, the definition of engaging in business has not changed since the 2018 model was adopted.

What are the deadlines for all cities with business licenses to adopt the 2026 model threshold?
Cities with a business license **must** adopt the model by **January 1, 2026**.

However, cities that currently partner with the state's Business Licensing Service (BLS) for business licensing administration must adopt it by mid-October 2025, because they must **provide BLS 75-day notice** of any changes to their business licenses, including this mandatory change.

What if my city has a higher threshold?
Cities can choose to enact a higher threshold. The $4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?
The $4,000 threshold level for out-of-city businesses is a mandatory minimum threshold that every city business license city must adopt, but the law does not impact the city's authority to have exemptions or other thresholds.

Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).

Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Who should my city notify when the model is adopted?
BLS partner cities: Send a completed Change Request Form to BLS notifying them of the update
All other cities: Email Sheila Gall, AWC (sheilag@awcnet.org) so we can track updates.

How will businesses find out about the changes?
Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city's website or presenting to your local chamber.

Background on the 2018 model threshold
In the 2017 session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law required cities to make changes to business licensing, including requiring cities with business licenses to establish a workgroup to create a model business license threshold by July 2018 for adoption by all business license cities by January 1, 2019.

2018 model ordinance for local business licenses – minimum threshold

The 2018 model included a mandatory definition of "engaging in business" and a $2000 minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities adopted the model by January 1, 2019 (RCW 35.90.080).

Contact

Sheila Gall
General Counsel
sheilag@awcnet.org
wacities.org

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 08/18/2025

Date Rec'd	7/23/2025
Clerk's File #	ORD C36743
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR		
Contact Name/Phone	MAGGIE YATES 6753		
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 ESTABLISHING THE EMERGENCY COMMUNICATIONS CENTER		

Agenda Wording

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes the Emergency Communications Center as a department to serve as the City's primary public safety answering point. This ordinance also repeals old code language referencing the combined communications center and updates the Combined Communications Center Fund to reflect the Emergency Communications Center Fund and the duties of the Emergency Communications Center.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO. C36743

An ordinance establishing the Emergency Communications Center to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, Emergency Communications Center is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) Emergency Communications Center

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

A. The Emergency Communications Center serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.

B. The Emergency Communications Center operates alternative response lines and monitors alarms, manages relevant databases, and radio requirements.

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined~~)) Emergency Communications Center Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~A. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~B. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Emergency Communications Center fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. 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 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C36743

An ordinance establishing the Spokane United 911 Network to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, the Spokane United 911 Network is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) Spokane United 911 Network

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

A. The Spokane United 911 Network serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.

B. The Spokane United 911 Network operates alternative response lines, monitors alarms, and manages relevant databases and radio requirements.

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby

repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined Communications Center~~)) Spokane United 911 Network Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~A. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~B. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Spokane United 911 Network Fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. 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 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

PURPOSE OF AMENDMENT: This amendment changes the placeholder name of Emergency Communications Center to the Spokane United 911 Network.

DRAFT

ORD C36743 (CATHCART AMENDMENT)(08-08-2025)

Strike the entirety of the oridnance and substitute the following in its place:

ORDINANCE NO C36743

An ordinance establishing the Spokane Preparedness and Response Center (SPARC) to serve as the City of Spokane's primary public safety answering point; amending Section 03.01A.430 and 07.08.132; and repealing Chapters 03.12 and 06.10 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is responsible for ensuring the safety and well-being of everyone who lives, works, and visits within the Spokane city limits; and

WHEREAS, the City intends to fulfill this responsibility by ensuring the residents, workers, and visitors to Spokane receive prompt, professional emergency response services backed by accountable and efficient public safety infrastructure; and

WHEREAS, the City of Spokane is required to establish a primary public safety answering point (PSAP); and

WHEREAS, Spokane Preparedness and Response Center (SPARC) is designated to serve as the department responsible for operating the City's primary public safety answering point.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.430 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.430 ((~~Regional Emergency Communications Systems~~)) Spokane Preparedness and Response Center (SPARC)

((~~The regional emergency communications systems department provides radio communications services to local public safety entities as well as city/county non-emergency (public works/utilities, etc.) departments and county-wide public safety information technology services. The department consists of the merger of the city/county radio communications functions and the city/county law enforcement information technology division.~~))

A. The Spokane Preparedness and Response Center (SPARC) serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane.

B. The Emergency Communications Center operates alternative response lines and monitors alarms, manages relevant databases, and radio requirements.

Section 2. That Chapter 03.12 of the Spokane Municipal Code is hereby repealed.

Section 3. That Chapter 06.10 of the Spokane Municipal Code is hereby repealed.

Section 4. That Section 07.08.132 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.132 ((~~Combined Communications Center~~)) Spokane Preparedness and Response Center (SPARC) Fund

((~~A. There is established in the City treasury a special revenue fund to be known as the "combined communications center fund" to be used for the receipt of revenues and for the payment of expenditures (except for "startup costs" as described in the agreement) for the fire service communications and dispatch centers operated by the City fire department pursuant to interlocal cooperation agreement among the City of Spokane, the Fire Protection Districts of Spokane County, and the cities of Airway Heights, Cheney, Medical Lake and Spokane Valley, in compliance with RCW 39.34.030 and the requirements of chapter 06.10, SMC.~~

~~B. The combined communications center fund is administered by the City in accordance with generally accepted government accounting principles but is under the policy direction and subject to audit by the policy board established in the agreement.~~

~~C. Moneys in the fund may accumulate from year to year. Upon termination of the agreement unencumbered moneys will be returned to the parties in proportion to their use of the services, as specified in the agreement.~~))

There is established a special revenue fund to be known as the "Spokane Preparedness & Response Center fund" to be used to receive revenues and make expenditures exclusively for establishing and maintaining the City of Spokane's primary public safety answer point (PSAP), receiving all 911 calls initiated within the city of Spokane, as well as crime check and other nonemergency calls.

Section 5. 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 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

PURPOSE OF THE AMENDMENT: A proposed name change to avoid confusion with SREC.

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/28/2025

Committee Agenda type: Discussion

Council Meeting Date: 09/08/2025

Date Rec'd	7/23/2025		
Clerk's File #	ORD C36742		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6913	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 DAYCARES AND CHILDCARE CENTERS INTERIM ZONING ORDINANCE		

Agenda Wording

An interim zoning ordinance permitting daycare and childcare centers in all residential and commercial zones; amending SMC Sections 17C.111.100, 17C.111.110, and 17C.190.430.

Summary (Background)

The City's H.O.M.E. Starts Here Initiative seeks to improve economic security and housing stability by removing barriers to employment. Access and the cost of childcare are significant barriers to employment for some families in Spokane. 2025 Senate Bill 5509 requires cities to permit daycare facilities in residential areas. Implementation of Senate Bill 5509 is a required part of the City's periodic update to its Comprehensive Plan under the Growth Management Act, which is due in December 2026. This ordinance implements SB 5509 early by allowing daycares and childcare centers in all residential and commercial zones without requiring a conditional use process.

What impacts would the proposal have on historically excluded communities?

According to a study from the Washington State Department of Children, Youth, and Families (DCYF), less than 30% of families in Spokane County with pre-school children have their child care needs met. A study published by the University District found that nearly 7,000 children lack the childcare they need in the zip codes surrounding the University District. This ordinance intends to remove a zoning barrier to expanding childcare access in the community.

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?

Early learning and childcare center licensing data is captured and reported by the Washington State Department of Children, Youth, and Families.

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

Early learning and childcare center licensing data is captured and reported by the Washington State Department of Children, Youth, and Families. The City may measure the effectiveness of this policy by reviewing local permit data for the siting of daycare and childcare facilities in the RA, R1, and R2 zones previously requiring a conditional use process.

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 Social Health Policy 2.5 Senate Bill 5509

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

ORDINANCE NO. C36742

An interim zoning ordinance permitting daycare and childcare centers in all residential and commercial zones; amending SMC Sections 17C.111.100, 17C.111.110, and 17C.190.430.

WHEREAS, the City's H.O.M.E. Starts Here Initiative seeks to improve economic security and housing stability by removing barriers to employment; and

WHEREAS, access and the cost of childcare are significant barriers to employment for some families in Spokane; and

WHEREAS, 2025 Senate Bill 5509 requires cities to permit daycare facilities in residential areas; and

WHEREAS, implementation of Senate Bill 5509 is a required part of the City's periodic update to its Comprehensive Plan under the Growth Management Act, which is due in December 2026; and

WHEREAS, according to a study from the Washington State Department of Children, Youth, and Families (DCYF), less than 30% of families in Spokane County with pre-school children have their child care needs met; and

WHEREAS, a study published by the University District found that nearly 7,000 children lack the childcare they need in the zip codes surrounding the University District; and

WHEREAS, the Brown Administration and City Council seek to remove barriers to childcare by allowing daycares and childcare centers in all residential and commercial zones.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specific in Section X of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to remove barriers to establishing daycare and childcare centers by allowing these uses in all residential zones.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until xxx. It is anticipated that while this interim zoning ordinance is in effect, the City will evaluate how to make these measures permanent, pursuant to SB 5509 adopted by the state legislature in 2025. This evaluation will be consistent with the public notice and participation processes set forth in SMC 17G.025.

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 SMC 17G.025, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to expanded access to childcare.

Section 5. That Section 17C.111.040 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.100 Residential Zone Primary Uses

A. Permitted Uses (P).

Uses permitted in the residential zones are listed in Table 17C.111.100-1 with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses permitted that are subject to limitations are listed in Table 17C.111.100-1 with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in SMC 17C.320.080, Decision Criteria, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.111.100-1.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.111.100-1 with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in SMC 17C.320.080, Decision Criteria, is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in SMC 17C.320, Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.111.105-1 with an "N" are not permitted. Existing uses in categories listed as not permitted are subject to the standards chapter 17C.210 SMC, Nonconforming Situations.

TABLE 17C.111.100-1

RESIDENTIAL ZONE PRIMARY USES
(Click here to view PDF)

Use is: P - Permitted N - Not Permitted L - Allowed, but special limitations CU - Conditional Use review required	RA	R1	R2	RMF	RHD
RESIDENTIAL CATEGORIES					
Group Living [1]	L/CU	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P	P
COMMERCIAL CATEGORIES					
Adult Business	N	N	N	N	N
Commercial Outdoor Recreation	N	CU	CU	CU	CU
Commercial Parking	N	N	N	N	N
Drive-through Facility	N	N	N	N	N
Major Event Entertainment	N	N	CU	CU	CU
Office	N	N	N	CU[2]	CU[2]
Quick Vehicle Servicing	N	N	N	N	N

Retail Sales and Service	N	N	N	N	N
Mini-storage Facilities	N	N	N	N	N
Vehicle Repair	N	N	N	N	N
INDUSTRIAL CATEGORIES					
High Impact Uses	N	N	N	N	N
Industrial Service	N	N	N	N	N
Manufacturing and Production	N	N	N	N	N
Railroad Yards	N	N	N	N	N
Warehouse and Freight Movement	N	N	N	N	N
Waste-related	N	N	N	N	N
Wholesale Sales	N	N	N	N	N
INSTITUTIONAL CATEGORIES					
Basic Utilities [3]	L	L	L	L	L
Colleges	CU	CU	CU	P	P
Community Service	L[4]/CU	L[4]/CU	C[4]/CU	P	P
Daycare (([~~[5]~~]))	((~~L~~)) P	((~~L~~)) P	((~~L~~)) P	P	P
Medical Center	CU	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P	P
Religious Institutions	L[((~~6~~))5]/CU	L[((~~6~~))5]/CU	L[((~~6~~))5]/CU	P	P
Schools	L[((~~7~~))6]/CU	L[((~~7~~))6]/CU	L[((~~7~~))6]/CU	P	P
OTHER CATEGORIES					

Agriculture	L[((8))7]	N	N	N	N
Aviation and Surface Passenger Terminals	N	N	N	N	N
Detention Facilities	N	N	N	CU	CU
Essential Public Facilities	CU	CU	CU	CU	CU
Mining	N	N	N	N	N
Rail Lines and Utility Corridors	CU	CU	CU	CU	CU
Notes: * The use categories are described in chapter 17C.190 SMC. * Standards that correspond to the bracketed numbers [ ] are stated in SMC 17C.111.110. * Specific uses and development may be subject to the standards in SMC 17C.320.080.					

Section 6. That Section 17C.111.040 of the Spokane Municipal Code is amended to read as follows:

Section 17C.111.110 Limited Use Standards

The uses listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.111.100-1.

((A))1. Group Living.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [1]. Group living uses are also subject to the standards of chapter 17C.330 SMC, Group Living.

((1))a. General Standards.

All group living uses in RA, R1, R2, RMF, and RHD zones, except for alternative or post incarceration facilities, are regulated as follows:

((a))i. All group living uses are subject to the requirements of chapter 17C.330 SMC, Group Living, including the maximum residential density provisions of Table 17C.330.120-1.

((b))ii. Group living uses for more than six residents are a conditional use in the RA and R1 zones, subject to the standards of chapter 17C.320 SMC,

Conditional Uses, and the spacing requirements of SMC 17C.330.120(B)(2).

((c))iii. Group living uses for more than twelve residents are a conditional use in the R2 and RMF zones, subject to the standards of chapter 17C.320 SMC, Conditional Uses, and the spacing requirements of SMC 17C.330.120(B)(2).

((d))iv. Exception.

Normally all residents of a structure are counted to determine whether the use is allowed or a conditional use as stated in subsections (A)(1)(a), (b) and (c) of this section. The only exception is residential facilities licensed by or under the authority of the state of Washington. In these cases, staff persons are not counted as residents to determine whether the facility meets the twelve-resident cut-off above, for which a conditional use permit is required.

((2))b. Alternative or Post Incarceration Facilities.

Group living uses, which consist of alternative or post incarceration facilities, are conditional uses regardless of size and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses. They are also subject to the standards of chapter 17C.330 SMC, Group Living.

((B))2. Office.

1. This regulation applies to all parts of Table 17C.111.100-1 that have a note [2]. Offices in the RMF and RHD zones and are subject to the provisions of chapter 17C.320 SMC, Conditional Uses and are processed as a Type III application.

((C))3. Basic Utilities.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [3]. Basic utilities that serve a development site are accessory uses to the primary use being served. In the RA, R1, and R2 zones, a one-time addition to an existing base utility use is permitted, provided the addition is less than fifteen hundred square feet and five or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type III application. New buildings or additions to existing base utilities uses are permitted in the RMF and RHD zones.

((D))4. Community Service Facilities.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [4]. In the RA, R1, and R2 zones, a one-time addition to an existing community services use is permitted, provided the addition is less than fifteen hundred square feet and three or

less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type III application. New buildings or additions to existing community services uses are permitted in the RMF and RHD zones.

((~~E. Daycare.~~))

((~~This regulation applies to all parts of Table 17C.111.100-1 that have a note [5]. Daycare uses are allowed by right if locating within a building or residence and providing services to no more than twelve (children or clients). Daycare facilities for more than twelve children are a conditional use and are processed as a Type II application in the RA, R1, and R2 zones. However, in the R1 zone, daycare centers up to forty children are permitted if locating within a building that currently contains or did contain a college, medical center, school, religious institution, or a community service facility.~~))

((~~F~~)) 5. Religious Institutions.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [6]. In the RA, R1, and R2 zones, a one-time addition to religious institutions is permitted, provided the addition is less than one thousand five hundred square feet and fifteen or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type II application. The Planning Director may require a Type II conditional use permit application be processed as a Type III application when the Director issues written findings that the Type III process is in the public interest. Applicants must comply with the community meeting requirements set forth in SMC 17G.061.110 prior to submitting an application. New buildings or additions to existing religious institutions uses are permitted in the RMF and RHD zones.

((~~G~~)) 6. Schools.

This regulation applies to all parts of the Table 17C.111.100-1 that have a note [7]. In the RA, R1, and R2 zones, a one-time addition to schools is permitted, provided the addition is less than five thousand square feet and five or less parking stalls located on the same site as the primary use. The addition and parking are subject to the development standards of the base zone and the design standards for institutional uses. New buildings or larger additions require a conditional use permit and are processed as a Type II application. The Planning Director may require a Type II conditional use permit application be processed as a Type III application when the Director issues written findings that the Type III process is in the public interest. Applicants must comply with the community meeting requirements set forth in SMC 17G.061.110 prior to submitting an application.

((~~H~~)) 7. Agriculture.

This regulation applies to all parts of Table 17C.111.100-1 that have a note [8]. The keeping of large and small domestic animals, including bees, is permitted in the RA zone. See chapter 17C.310 SMC, Animal Keeping, for specific standards.

Section 7. That Section 17C.190.430 of the Spokane Municipal Code is amended to read as follows:

Section 17C.190.430 Daycare

A. Characteristics.

Daycare use includes ((~~day or evening care for two or more children outside of the children's homes for a fee~~)) childcare centers and family day care providers as defined in RCW 43.216.010. Daycare uses also include the daytime care of teenagers or adults who need assistance or supervision.

B. Accessory Uses.

Accessory uses include offices, play areas, and parking.

C. Examples.

Examples include preschools, early learning centers, nursery schools, ((~~latch key~~)) latchkey programs, and adult daycare programs.

((~~D. Exceptions.~~))

((~~Daycare use does not include care given by the parents, guardians, or relatives of the children or by babysitters. Daycare use also does not include care given by a "family daycare" provider as defined by RCW 74.15.020 if the care is given to twelve or fewer children at any one time including the children of the provider. Family daycare is care regularly given in the family living quarters of the provider's home.~~))

Section 8. 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 9. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or

regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

SPOKANE UNIVERSITY DISTRICT

early learning and care needs assessment

MAY 2025

UNIVERSITY DISTRICT

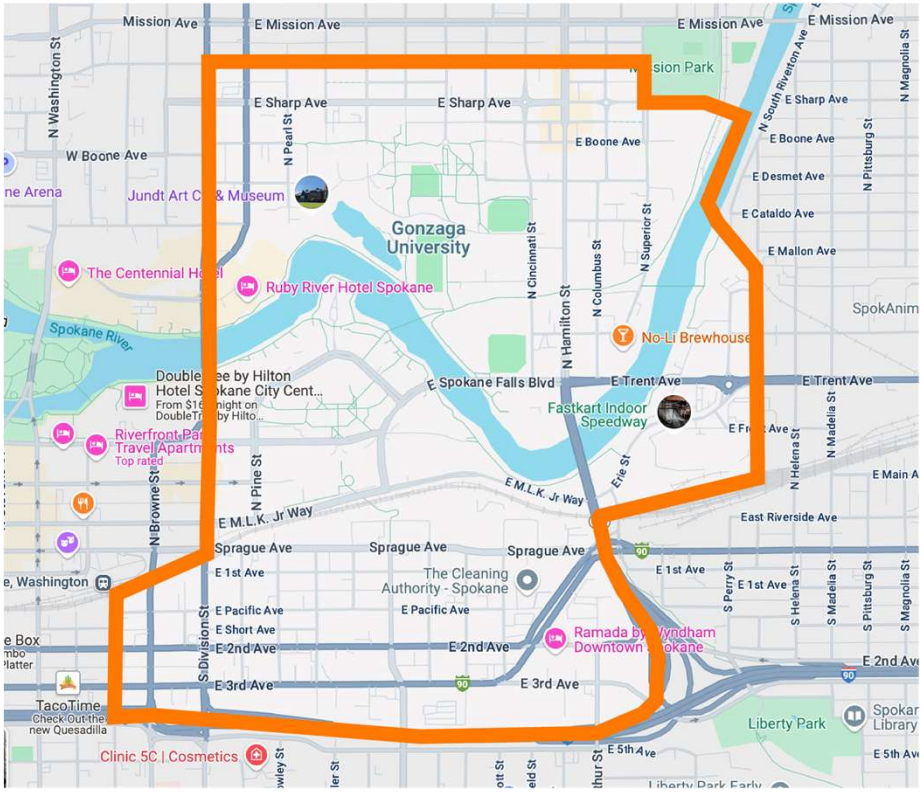
community-minded ENTERPRISES

Arrowleaf Consulting

Prepared by Arrowleaf Consulting | arrowleafgroup.com

PURPOSE

The purpose of this study was to assess the need for a new child care center in the Spokane University District and to help inform the design of an early learning and care program.



METHODS

Secondary data

- US Census
- WA Department of Children, Youth, and Families (DCYF)

Community survey

(n=260)

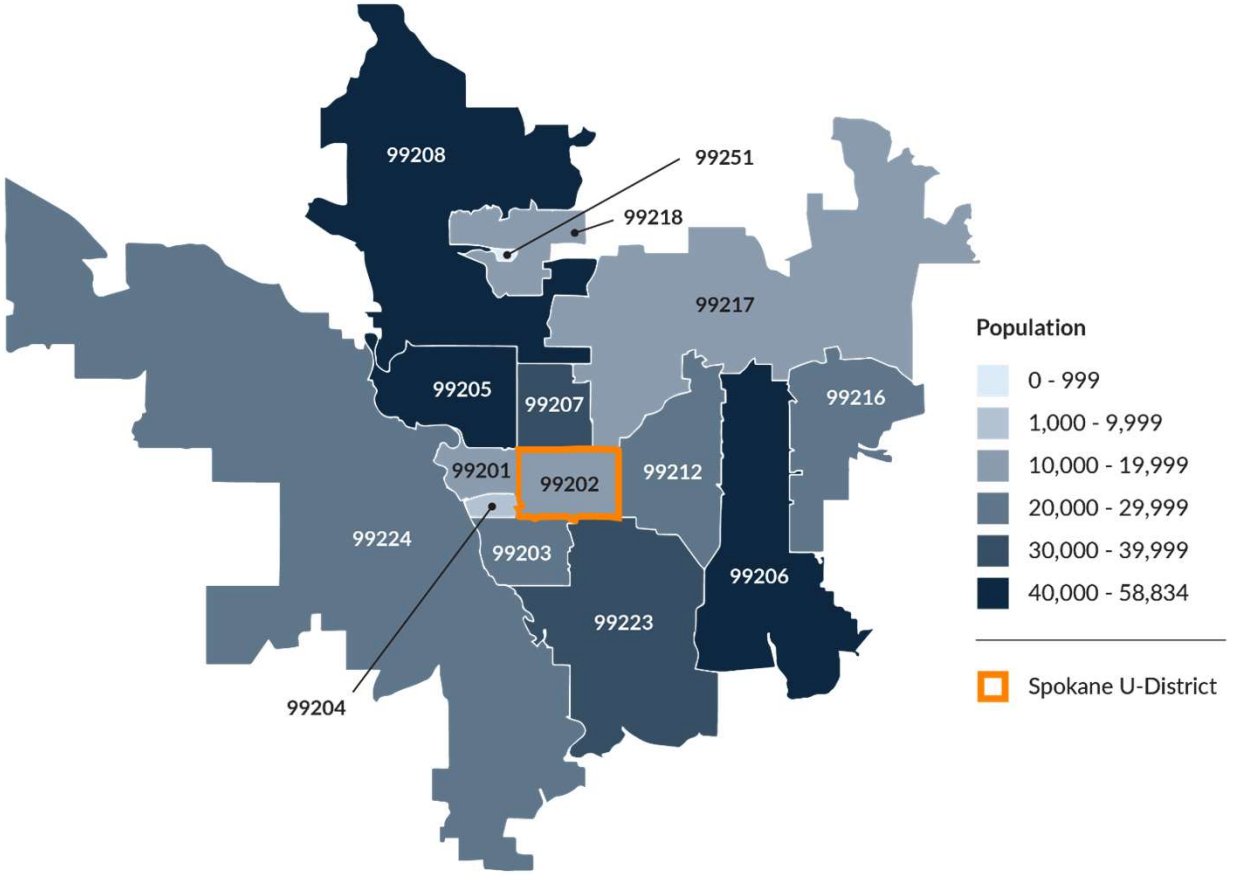
5 focus groups

(43 participants)

STUDY AREA OVERVIEW

19,956 people

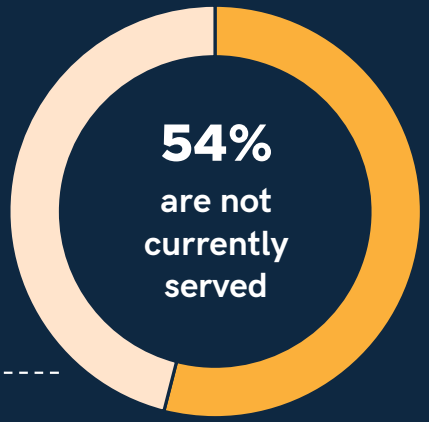
live in the University District's primary zip code (99202)



STUDY AREA OVERVIEW (CONTINUED)

DCYF estimates there are **1,068 children who need child care** in the University District's primary zip code (99202).

OF THOSE →



154 infants
(77% unserved)

261 toddlers
(65% unserved)

164 preschoolers
(52% unserved)

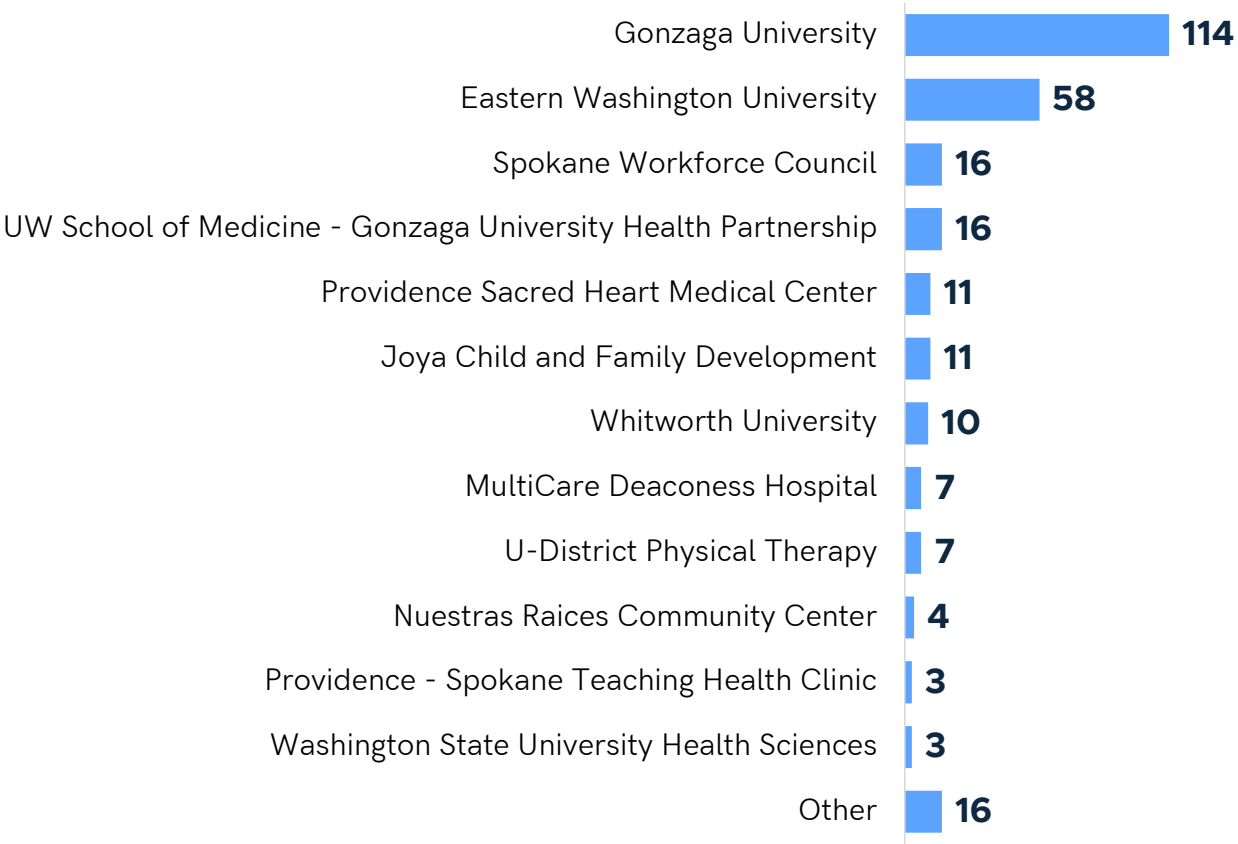
FURTHERMORE,

6,684 children in the eight Spokane zip codes closest to the University District do not have the child care they need.

STUDY PARTICIPANT CHARACTERISTICS

Where survey participants work or study.

They could select all that apply to them. (n=259)



STUDY PARTICIPANT CHARACTERISTICS (CONTINUED)

OF SURVEY RESPONDENTS

75% are employees in the organization(s) they are affiliated with (n=259)

30% are students in the organization(s) they are affiliated with (n=259)

80% of student survey respondents are full-time students (n=59)

76% have one or more children aged 12 years old or younger (n=259)

- **25%** have ≥1 infant
- **29%** have ≥1 toddler
- **42%** have ≥1 preschooler
- **63%** have ≥1 school-age child

26% are planning to have a baby or adopt a child in the next 1-2 years (n=259)

↳ Note, if they do not currently have ≥1 under 12 years old and are not planning to have a baby or adopt, then they skipped to the end of the survey.

STUDY PARTICIPANT CHARACTERISTICS (CONTINUED)

OF SURVEY RESPONDENTS

9% have a child with a disability or developmental delay (n=193)

11% are single parents (n=204)

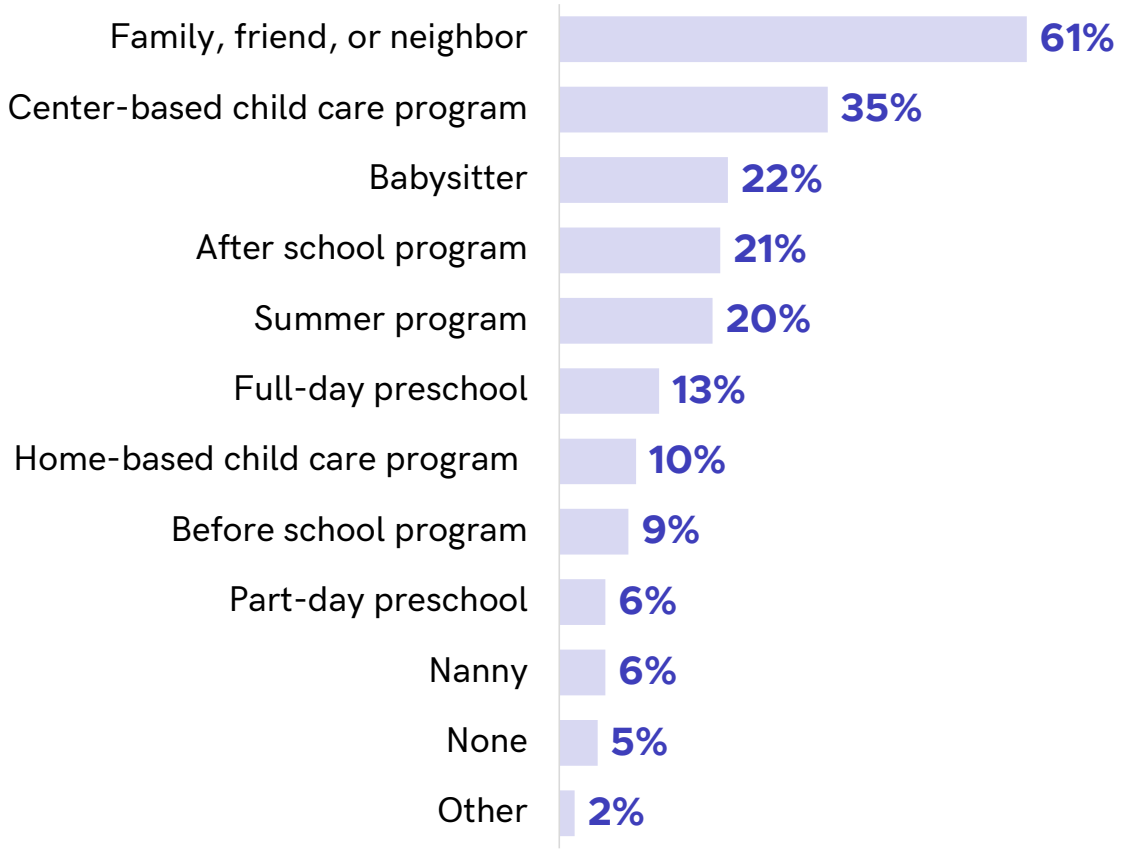
13% are eligible for the WA Early Childhood Education and Assistance Program (ECEAP) (n=175)

30% are eligible for the WA Working Connections Child Care (WCCC) subsidy program (n=175)

↳ However, only 7% said they are eligible compared to 67% who said they are not and 27% said they do not know if they are.

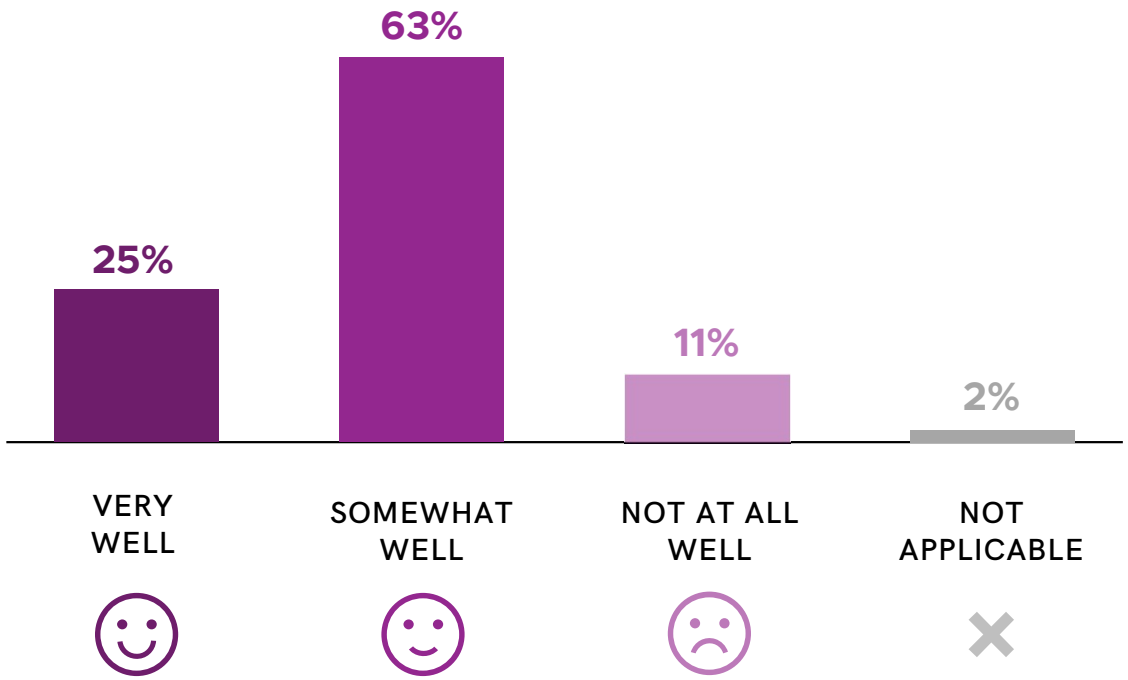
SURVEY PARTICIPANTS' CURRENT ARRANGEMENTS

The largest percentage (61%) said they used family, friends, or neighbors for child care in the last 12 months in contrast to 35% who used a center-based program and 10% who used a home-based program (n=206).



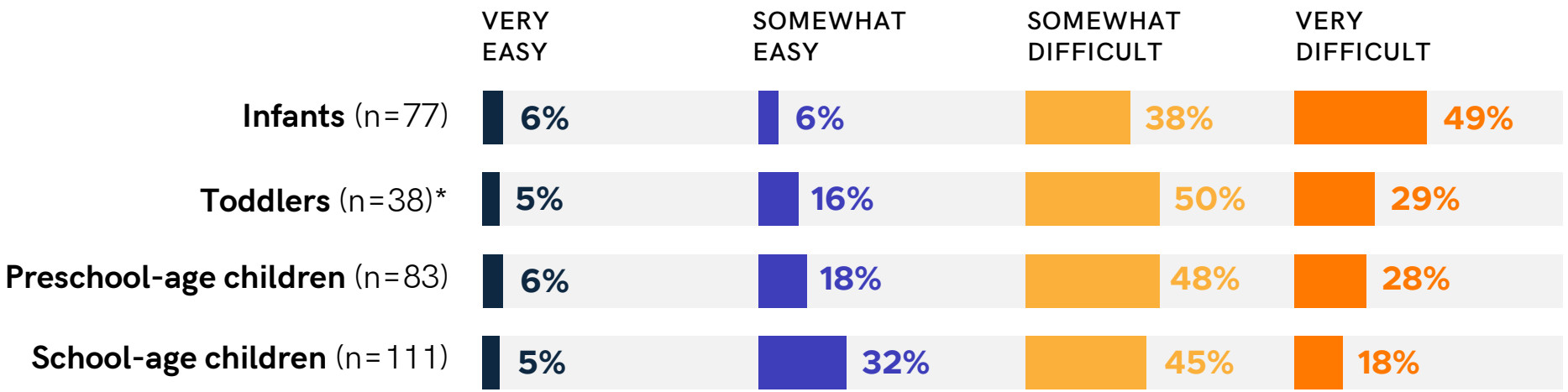
SURVEY PARTICIPANTS' CURRENT ARRANGEMENTS

Most (63%) said their current child care arrangements meet their child care needs "somewhat well" (n=195)



CHILD CARE CHALLENGES

The majority of respondents said it has been difficult to get the child care they need for all ages of children and have experienced the greatest difficulty getting care for infants.



*GU unintentionally omitted this question for toddlers

CHILD CARE CHALLENGES (CONTINUED)

77%

of the 22 respondents who said they have a child with a disability or developmental delay said it has been difficult to get the child care needed for their child.

TOP-FIVE

Greatest challenges for the largest number of respondents (n=189)

94%

Finding affordable child care

92%

Finding high-quality child care

89%

Finding a child care provider you trust

86%

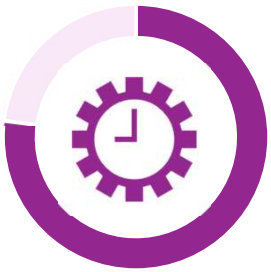
Finding child care near your classes, home, or work

81%

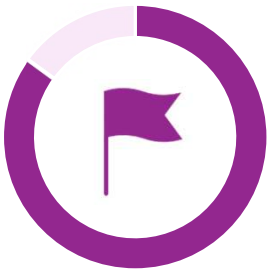
Finding child care at the times when you need it

IMPACTS

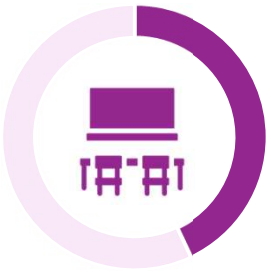
DUE TO CHILD CARE DIFFICULTIES



77%
have had to work **fewer hours** than they wanted
(n=178)



85%
feel their job performance or **career goals have been limited**
(n=190)



43%
of students have taken fewer classes than they wanted
(n=53)

94%
of students feel their academic performance has been limited
(n=53)

68%
of students are influenced to take classes online
(n=31)

IMPACTS (CONTINUED)

FOCUS GROUP PARTICIPANTS SAID

"I felt really stuck between a rock and a hard place in that **I can't afford not to work, but I also can't afford to work**."

"**My paycheck basically just covers child care at this point.** We're not profiting at all and that's just for two days, which is pretty, I don't know, hard soul sucking sometimes, worth it to have a career, and frustrating."

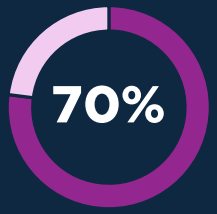
"**We have had three women leave their jobs where I work because of child care.** We have lost out on good employees because of child care needs and that's just in the past six months."

"I've been accepted into a master's program and right now **looking at what the master's program [schedule]…and my child care needs for my daughter, the two just aren't matching up.** I'm not understanding how I'm going to be able to make this happen."

"I'm extending med school into a fifth year, which is not the best for applying to residencies and things down the road, just because **we've got balance child care versus going to class**."

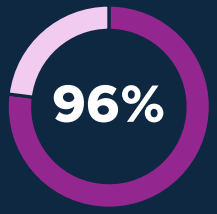
NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER

OF SURVEY PARTICIPANTS



said there is a ***high need*** for a child care center in the University District

another 23% said there is a moderate need (n=235).

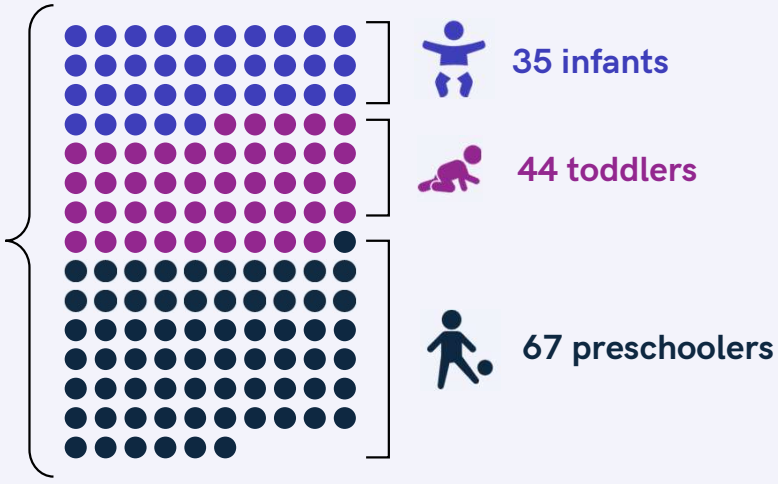


said they would be interested in using a child care center in the University District (n=211).

A child care center at the scale under consideration could have **three classrooms**.

One each for infant, toddler, and preschool age groups for a total of 42 slots.

Survey respondents alone have (collectively) **146 children under 5 years old**



35 infants

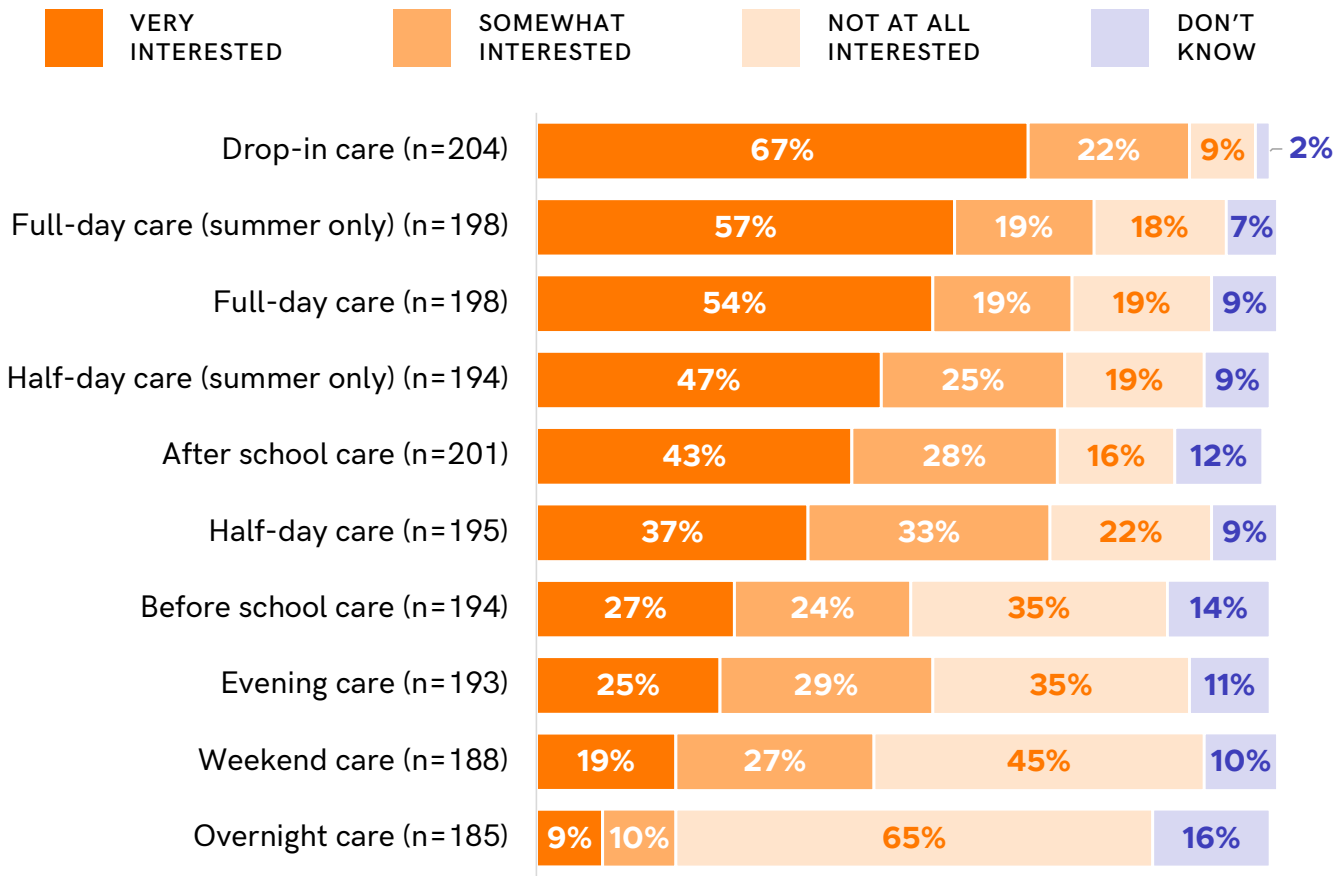
44 toddlers

67 preschoolers

NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER (CONTINUED)

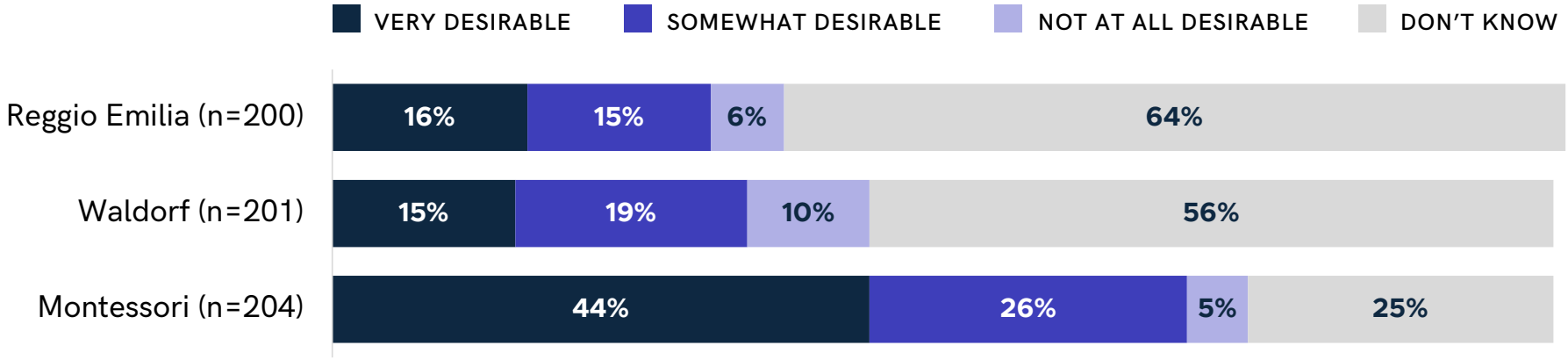
Interest in specific types of care in the University District

The majority expressed some level of interest in nearly all the options we asked about, with the largest number expressing the highest interest in drop-in, full-day, and half-day options.



NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER (CONTINUED)

The largest number of survey respondents expressed the highest interest in a Montessori model when asked; however, many in focus groups and open-ended survey responses said they would be happy with a high-quality program of any kind:



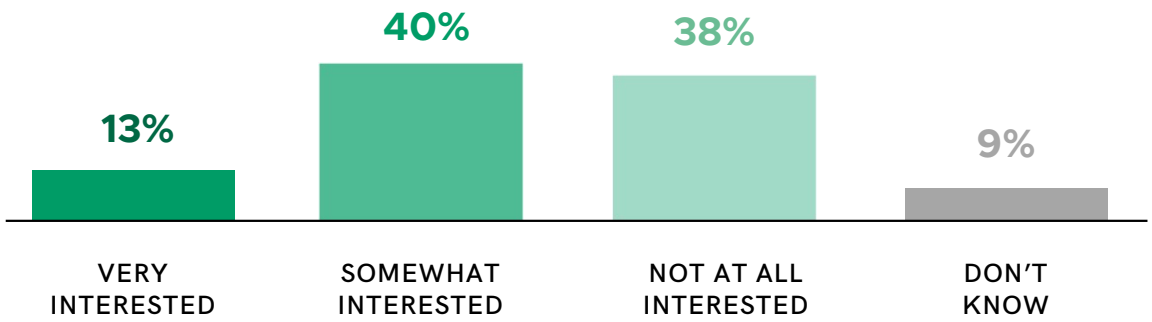
"I personally have no preference on the curriculum...**just having somewhere that I know is safe for my child to be at is enough."**
— Focus group participant

"Price is a big priority."
— Focus group participant

NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER (CONTINUED)

Complementary strategies that could help meet some needs

53%
of respondents expressed interest in participating in a **parent cooperative preschool** arrangement.



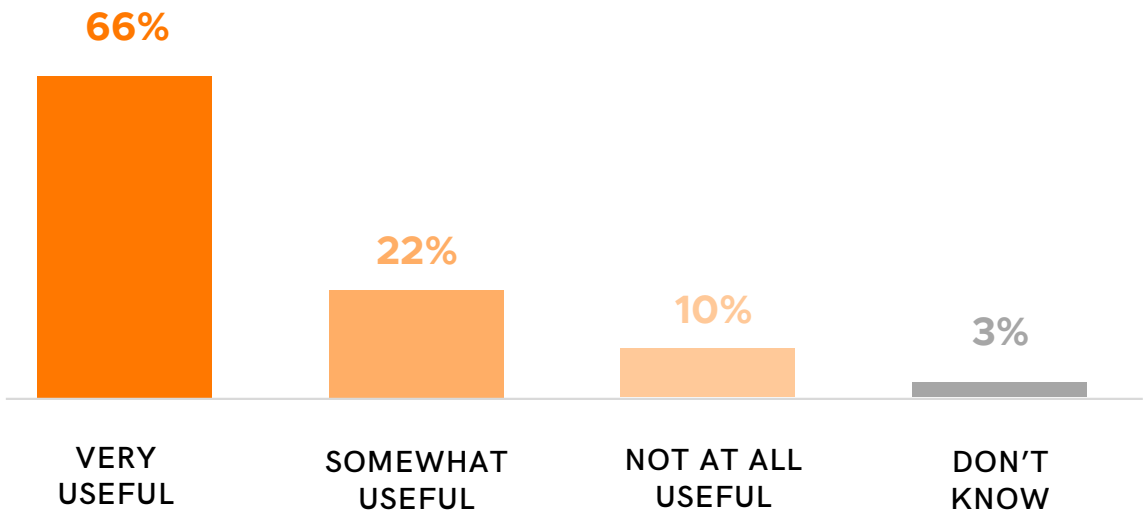
A parent cooperative preschool is organized by a group of families who hire a trained teacher to lead the program. The children's parents/guardians volunteer a percentage of time to help in the classroom on a rotating basis and provide administrative support.

Spokane Falls Community College provides support for parent cooperative preschools.

NEED AND INTEREST IN A UNIVERSITY DISTRICT CHILD CARE CENTER (CONTINUED)

88%

of respondents said it would be useful to have a **directory of local babysitters** who have been trained and certified in skills such as basic first aid, what to do during an emergency, how to choose age-appropriate activities, and how to handle behaviors (n=209).



SPOKANE COUNTY STATE OF THE CHILDREN ECONOMIC IMPACT

37,361 CHILDREN UNDER SIX

61% HAVE ALL PARENTS IN THE WORKFORCE

39% DO NOT HAVE ACCESS TO EARLY LEARNING

37% IN LOW-INCOME HOUSEHOLDS

51% KINDERGARTEN READY

AFFORDABILITY OF CHILD CARE

PERCENT OF INCOME PAID

Child care costs place a tremendous burden on families, impacting work time, productivity, and long-term career. The average income of a family of four in our region is $122,875. The typical cost of child care for a family with one infant and one preschooler in center-based care is $28,920, 24% of their income.

A FAMILY OF FOUR WOULD PAY 24% OF THEIR INCOME FOR TWO CHILDREN IN CHILD CARE.

THE WASHINGTON STATE DEPARTMENT OF COMMERCE STATES CHILD CARE SHOULD COST NO MORE THAN 7% OF INCOME.

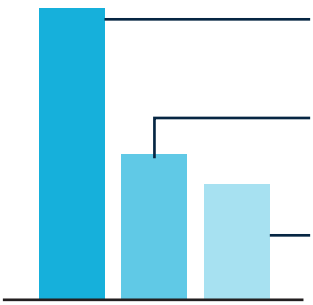
PRICE BY AGE GROUP

INFANTS: <1 YR	TODDLERS: 1 - 2 YRS	PRESCHOOLERS: 3 - 5 YRS	SCHOOL-AGE: 6 - 12 YRS
$14,100	$12,000	$10,800	$7,020

CHILD CARE PROGRAMS AS SMALL BUSINESS

ECONOMIC IMPACT

Estimates show a significant difference between child care costs and the current WCCC subsidy rate, and an even greater gap with what families can pay.



$23,636 cost of quality child care* (yearly)

$13,765 maximum subsidy provided by DCYF for income eligible families

$10,800 median price of child care charged to families

REGIONAL IMPACT TO EMPLOYERS

$178.3M Annual cost employers incur due to lack of child care.

5,500 Workers with children under six years old quit a job due to child care issues.

2,800 Workers with children under six years old fired from work due to child care issues.

PERCENT OF CHILDREN WITH ACCESS TO QUALITY CARE*

GROWING THE WORKFORCE

2,203 MORE EARLY EDUCATORS NEEDED TO MEET DEMAND

*Quality Care defined here as participation in the Washington Early Achievers Quality Rating and Improvement System.

WHAT BUSINESSES SHOULD KNOW

$1 ⇨ $3

Invest & Return

Every dollar invested in early childhood development yields a 3X return to the community.

Invest

Each low-income preschool age child in our region needs an investment of ~$25k per year, over 3 years, in order to receive high-quality early care and education.

+

Develop

By ensuring the development of the most critical skills in early childhood, children begin school ready to succeed.

+

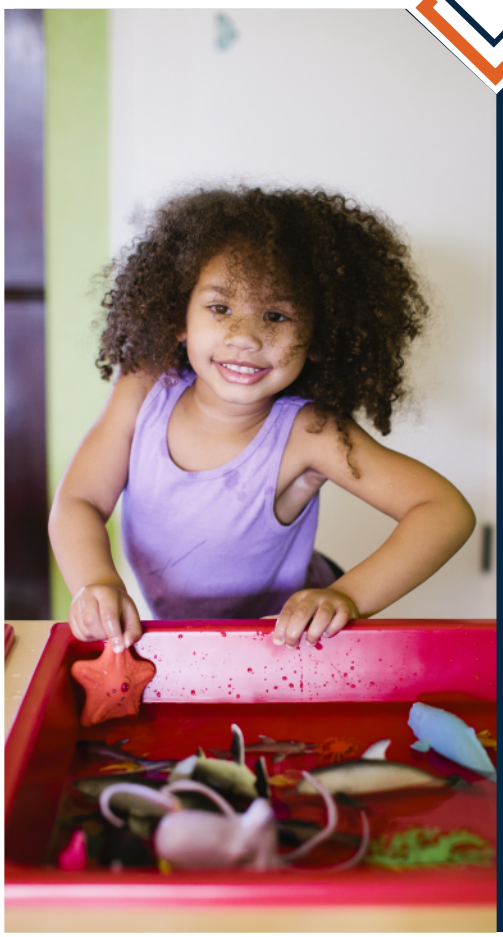
Sustain

Strong K-12 and higher education systems and jobs that pay a family wage build on our investments.

=

GAIN $220K

Per-child return on investment, students, and communities see increased wages, less need for supplemental services, and healthier, more robust local economies.



WHAT EMPLOYERS CAN DO:

SUPPORT EMPLOYEE ACCESS TO CHILD CARE AND RELATED BENEFITS

- Lower cost options can include informing employees of child care subsidies; connecting employees with child care resource and referral networks; implementing “bring your infant to work;” and other family friendly policies.
- Higher cost options can include providing backup child care; contracting with nearby child care programs; and offering child care vouchers or tuition payments.
- Learn more about Family Friendly Workplace policies from the Department of Commerce.

CHAMPION POLICIES THAT INCREASE ACCESS FOR ALL WASHINGTON FAMILIES

- Join the conversation! Local Early Learning Coalitions and STEM Networks are creating child care access plans. Join them and shape the future of child care in your community. See contact information below.
- Talk to your legislators about how the lack of affordable child care has impacted you, your employees, and business. Let them know why this issue is important to you and that you want them to act.
- Join Washington STEM as a Child Care Champion. Connect with us and business leaders and employers across the state to learn more about the issues and solutions, and how to advocate for change.

WHAT IS THE BOTTOM LINE?

Employers have an important opportunity to invest in their workforce by becoming family friendly workplaces. They also have a role in championing policies that increase access to child care for all Washington families. These investments will yield returns for children, families, and businesses. And they are the right thing to do!

RESOURCES

- Email employerta@commerce.wa.gov to learn more about Department of Commerce Family Friendly Workplace Technical Assistance Program and updates.
- Visit our State of the Children data dashboard to learn more: https://bit.ly/45SmE48.

CAREER CONNECT NORTHEAST
fueled by GSI

For more information and to get involved contact:

- STEM Network Director: Erin Vincent, Career Connect Northeast, EVincent@greaterspokane.org
- Early Learning Coalition Lead: Colleen Condon, Inland Northwest Early Learning Alliance, colleen@lilaccityelc.com

READY NATION
COUNCIL FOR A STRONG AMERICA
WASHINGTON

ChildCare Aware® OF WASHINGTON

REPORT

The Economic Impacts of Insufficient Child Care Cost Washington State $5 Billion Annually

To grow the economy, invest in child care

Acknowledgements

ReadyNation | Business. Kids. Workforce.
Business executives building a skilled workforce by promoting solutions that prepare children to succeed in education, work, and life.

Child Care Aware of Washington is the statewide resource and referral agency for Washington State and a center for provider training and education, helping over 13,000 families a year find child care and thousands of providers grow professionally.

Supported by tax deductible contributions from foundations and individuals.

Major funder: Ballmer Group

Authors:
ReadyNation Research Team
Kristin Wiggins, Washington Project Director

Contributors:
Econorthwest Policy Group,
Child Care Aware of Washington

July 2024

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$5 billion
the annual cost of Washington's child care crisis

Summary

A new study by ReadyNation and Child Care Aware found that the lack of adequate child care for young children (birth through five) imposes substantial and long-lasting economic consequences in Washington. These effects are felt by parents, businesses, and the state's taxpayers. Washington experiences an annual economic cost of $5 billion in lost earnings, productivity, and revenue.

The impact rises to $6 billion when estimating the economic costs of inadequate child care for Washington children birth to 12.

Productivity challenges affect both employers and employees, with parents reporting that problems with child care hurt their efforts and/ or time commitment at work. Eighty-six percent of Washington parents surveyed reported being late for work, leaving work early, missing full days of work or being distracted at work due to child care struggles.

These challenges had predictable impacts: 3 in 10 Washington parents said they've been reprimanded by a supervisor and 25 percent have been let go or fired by their employer. As a result, Washington families lose over $1.3 billion per year in forgone earnings.

Meanwhile, productivity problems cause Washington employers to lose $2.8 billion annually due to child care challenges faced by their workforce. Washington loses approximately $974 million each year in lower federal and state/local tax revenue.

Beyond its impact on the workforce and economy today, Washington's child care crisis damages the future workforce by depriving young children of nurturing, stimulating environments that support healthy brain development while their parents work.

Washington policymakers must support research-based policies and investments

that enhance the availability and affordability of high-quality child care. With wise investments, policymakers can improve life outcomes for thousands of Washington children today and strengthen our state's workforce and economy both now and in the years to come. Maintaining quality, increasing access, and creating more learning spaces are key so that working families have the child care they need. Additionally, ensuring living wages for the early learning and education workforce is also critical.

Many Washington parents are in the workforce and need child care

There are approximately 514,000 children ages birth through 5 in Washington[1], and over 60 percent of these children have all available parents in the workforce.[2]

Many parents need child care so they can go to work, be productive, and build successful careers to support their families. Child care settings are also a key environment for children's development, particularly given the importance of the early years for brain development.

The current child care system does not meet the needs of Washington families or employers

Interrelated challenges combine to build a child care crisis for children, families, and businesses.

- **Access:** Nearly three-fourths (72 percent) of Washington residents live in a child care "desert," where there are more than three children birth to 5 for every licensed child care slot.[3] Availability is especially limited for families who have infants and toddlers, have low incomes, work non-traditional hours, or live in rural areas.[4]
- **Affordability:** Infant care in a center in Washington averages $16,380 per year, more than the $11,125 cost for in-state public college tuition.[5] This high cost makes child care unaffordable for many families, particularly those with low incomes. This cost represents 13 percent of the median annual income of a married-couple family in Washington, while seven percent is considered affordable. Although Washington provides subsidies to help make child care more affordable through its Working Connections Child Care program,[6] it is estimated that just nine percent of infants, 22 percent of toddlers, and 28 percent of preschoolers in eligible households receive subsidies.[7]
- **Quality:** Washington has a quality rating and improvement system, Early Achievers, that works with providers to increase child care quality.[8] However, 20 percent of providers still do not participate in the system.[9]

- **Living wages:** Annual mean wages for Washington's child care educators: $40,720 (vs. $43,540 for preschool teachers and $85,530 for kindergarten teachers).[10] The connection between inequities in pay parity for educators working with young children and staff turnover is well-known.[11] When early learning educators resign, this limits child care availability, and disrupts continuity of care, which results in fewer children and families receiving needed services.

Insufficient child care negatively impacts Washington parents, employers, and taxpayers

When families do not have the child care they need, parents' work productivity falls, resulting in costs to parents, their employers, and ultimately, taxpayers. ReadyNation commissioned a survey of working parents of children ages birth through 5 in Washington. The survey yielded a representative sample of 322 parents—both mothers and fathers—of children ages birth through 5.

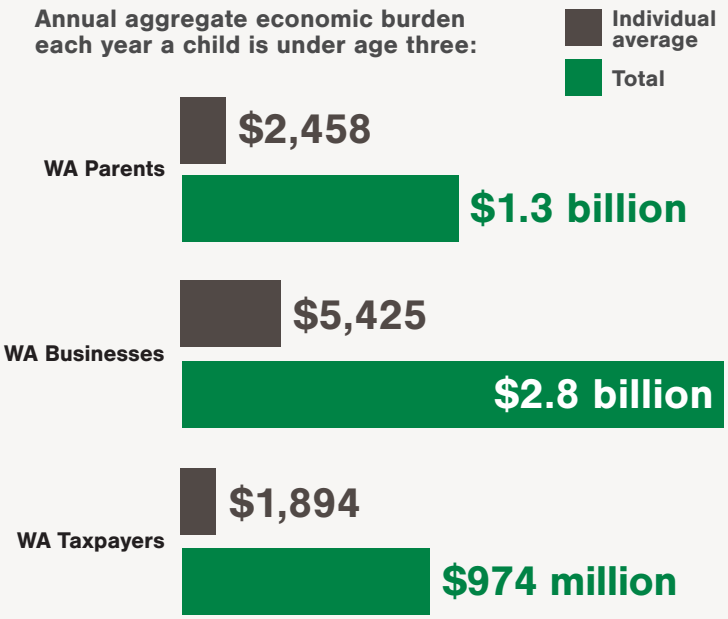
Eighty-seven percent of working parents surveyed reported that access to child care presents a challenge and 61 percent said it is a significant challenge to find child care that is either affordable or high-quality (52 percent).

The survey provided evidence of the various ways in which parents' work commitments, performance, and opportunities are diminished by problems with child care. Merging the survey evidence with labor market data, we modeled how the Washington economy is affected by child care problems.

Overall, the costs of insufficient child care in Washington are immense. Each year a child age birth through 5 is without sufficient child care:

The economic impacts of insufficient child care on parents, employers, and taxpayers in Washington

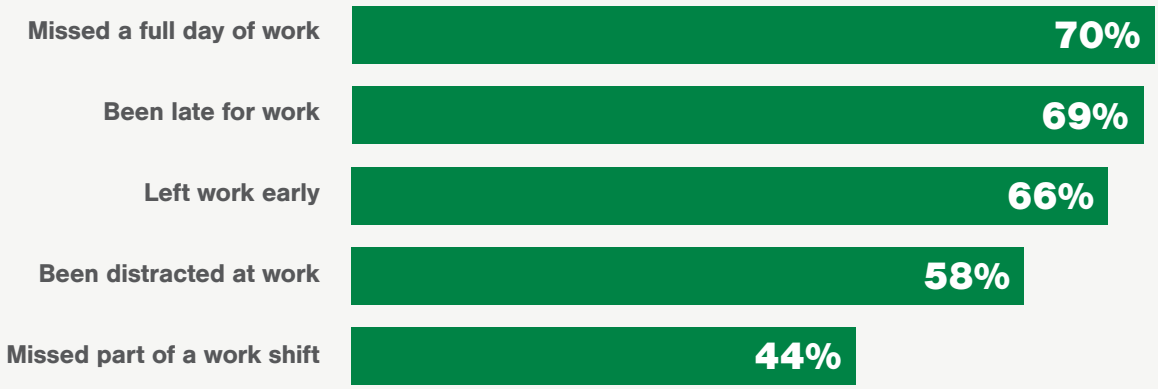
Insufficient care for children age birth through 5 costs individuals, businesses, and the state billions of dollars each year.



- **Families lose an average of $2,458 per working parent** in lost earnings. Across the approximately 514,000 parents of children age birth through 5 in Washington, this burden is **$1.3 billion** per year.
- **Businesses lose an average of $5,425 per working parent** in reduced revenue and in extra hiring costs. In aggregate, the annual burden on Washington businesses is **$2.8 billion**.
- **Tax revenue is reduced by an average of $1,894 per working parent** in lower income tax and sales tax. In aggregate, this amounts to **$974 million** each year in Washington.

Lower effort and productivity at work

Due to child care problems, over the past three months, have you:



Less time at work

As a result of child care problems, have you ever:

These losses experienced by Washington families, businesses, and taxpayers sum to a total cost of $5 billion each year due to the child care crisis.

The impact of insufficient child care on Washington parents

The survey results provide a window on how the above economic impacts occur. Parents were asked how child care problems affected their work. They reported that these problems affected their time at work and their work productivity, as well as diminishing their career opportunities.

Inability to maximize effort at work and being distracted. Child care problems decreased parents' effort and productivity at work, undermining their job stability. Seventy percent of parents reported missing a full day of work, as well as being late for work (69 percent), leaving work early (66 percent), being distracted at work due to child care problems (58 percent), and missing part of a work shift (44 percent).

Work disruptions

As a result of child care problems, have you ever:

Diminished career pathways

As a result of child care problems, have you ever:

Cuts to hours and pay. Problems with child care significantly reduce how much time parents spend at work. Fifty-five percent or more had their pay or hours reduced. Nearly half (49 percent) reported having to reduce their regular work hours, and 38 percent reported changing from full-time to part-time work.

Getting scolded, demoted, fired, or quitting. Most seriously, 36 percent of parents reported quitting a job due to child care problems and 29 percent reported being reprimanded by their supervisor. One-quarter reported being let go or fired and 13 percent reported being demoted or transferred to a less desirable position.

Diminished career opportunities. Problems with child care also impacted parents' long-term career prospects. More than half (54 percent) reported turning down a new job offer, further education or training, or a promotion/reassignment. Nearly one third (32 percent) had problems participating in work-related training.

In sum, for parents, the primary short-term result of insufficient child care is reduced income. The challenges add up over time due to less training and less experience. Parents then face narrower career prospects, reducing their future earning potential. Reduced parent income, along with parental stress, can have harmful short- and long-term impacts on children.

How child care problems hurt the Washington economy

Working Parents	Businesses	Taxpayers
Lost earnings now from lower productivity and labor force attachment	**Lost revenue now** from lower output	**Lost tax revenue now** from lower incomes
Extra costs of job search to match work with child care	**Extra costs** due to absences, disruptions, hiring	**Smaller federal, state and local tax base and revenue**
Lost earnings in the future from less work experience and fewer skills	**Lost revenue in the future** due to lower workforce capital	**Lost revenue in the future** due to weaker economic growth

The impact of insufficient child care on Washington employers

Child care is the workforce behind the workforce. For employers, insufficient child care results in reductions in revenue and increased hiring costs. A workforce with lower productivity and high turnover has major economic consequences. If an employer's workforce keeps changing, worker morale may fall, product quality may diminish, and clients may be lost. Also, there are immediate direct costs associated with recruitment, hiring, and training as the workforce turns over. There are also future losses and costs when workers are not well-trained and have too little experience. Productivity problems cause Washington employers to lose $2.8 billion annually due to child care challenges faced by their workforce.

The impact of insufficient child care on Washington taxpayers

The economic impact of child care problems on parents and employers subsequently causes lower tax revenues amounting to **$974 million** annually in Washington. There are losses in state income taxes, sales taxes, as well as corporate income taxes. There are also decreased local taxes. At the federal level, reduced incomes mean lower tax payments, which can result in lower government funding for Washington. These effects also have long-term consequences due to parents' decreased earning potential.

Washington policymakers should promote access to affordable, quality child care

Washington parents often have difficulty finding affordable, high-quality child care so they can build successful careers. The practical and economic consequences of insufficient child care in Washington are enormous, impacting parents, employers, and taxpayers. Losses total $5 billion every year.

The business leaders of ReadyNation Washington call on state policymakers to support families' access to affordable, high-quality child care. Effective, well-funded policy initiatives, as well as continuing innovations at the state, federal, and local levels, will yield a child care system that will improve life outcomes for thousands of Washington children and families today and strengthen our state's workforce and economy both now and in the years to come.

Endnotes

1 Public Use Microdata Sample data estimate

2 Population estimate calculated by Econorthwest Policy Group.

3 Washington State Department of Children, Youth and Families. (2023). Child care and early learning need and supply data. https://www.dcyf.wa.gov/practice/oiaa/reports/early-learning-dashboards/child-care-need-supply-data

4 Center for American Progress (2018). Do you live in a child care desert? https://childcaredeserts.org/2018/#:~:text=51%20percent%20of%20people%20in,as%20licensed%20child%20care%20slots.; Howe, S. & Oncken, L. (n.d.) The third pillar of care: Availability. New America. https://www.newamerica.org/in-depth/care-report/third-pillar-care-availability/

5 Child Care Aware (2023). 2022 child care affordability. https://www.childcareaware.org/catalyzing-growth-using-data-to-change-child-care-2022/#PriceofCare

6 https://www.dcyf.wa.gov/services/earlylearning-childcare/getting-help/wccc

7 Washington Department of Children, Youth, and Families (2023). Early learning dashboard Subsidy take up. https://www.dcyf.wa.gov/practice/oiaa/reports/early-learning-dashboards/subsidy-takeup

8 https://www.dcyf.wa.gov/services/earlylearning-childcare/early-achievers/rating-system

9 Washington Department of Children, Youth, and Families (2023). Early learning dashboard Early Achievers data dashboard. https://www.dcyf.wa.gov/practice/oiaa/reports/early-learning-dashboards

10 Bureau of Labor Statistics (2023, May). Occupational employment and wage statistics. https://www.bls.gov/oes/current/oes_stru.htm

11 Center for American Progress. (2022, July). Still underpaid and unequal. https://www.americanprogress.org/article/still-underpaid-and-unequal/

Council for a Strong America is a national, bipartisan nonprofit that unites membership organizations, including law enforcement leaders, retired admirals and generals, and business executives, that promote solutions ensuring that our next generation of Americans will be successful, productive members of society.

ReadyNation | Business. Kids. Workforce.
Business executives building a skilled workforce by promoting solutions that prepare children to succeed in education, work, and life.

1025 Connecticut Avenue NW / Suite 1100 / Washington, DC 20036 / 202.464.7005

COUNCIL FOR A
STRONG AMERICA

StrongNation.org

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 07/28/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	7/24/2025
		Clerk's File #	ORD C36747
		Cross Ref #	
Council Meeting Date: 09/08/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	MAGGIE YATES 6753	**Requisition #**	
Contact E-Mail	MYATES@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 UPDATING NAMES AND DUTIES OF DEPARTMENTS WITHIN SPD		

Agenda Wording

An ordinance updating the names and duties of existing departments within the Spokane Police division; amending Sections 03.01A.370, 03.01A.375, and 03.01A.400 of the Spokane Municipal Code.

Summary (Background)

This ordinance updates the names and duties of two existing departments within the Spokane Police Division. Police Business Services is changed to Spokane Police Department - Administration and Investigation. Administration and Investigation is responsible for managing the department's victim advocacy, special events management, and dispatch services programs. Spokane Police Department - Administration and Investigation also leads the Major Crimes Unit, Special Victims Unit, Domestic Violence Unit, Civil Enforcement Unit, Criminal Intelligence Unit, and the Special Investigations Unit. The existing Police Accountability and Administration is changed to Spokane Police Department - Patrol. Patrol leads the department's response to calls for police services and provides place-based proactive policing to reduce crime through prevention strategies.

What impacts would the proposal have on historically excluded communities?

The Spokane Police Department is committed to providing excellence in policing, enhancing the safety and security of individuals, and building partnerships to better the lives of our community members. The department's vision is to serve every member of our community with professionalism, integrity, and compassion so that with every interaction, the department continues to build trust, preserve safety, and model ethical policing.

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?

Currently, data is collected and reported by the TARU analysts. Relevant data is reported monthly at the City Council's Public Safety Committee.

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

Spokane Police Department initiatives are evidence-based, data-driven, and science-informed. Data is collected and analyzed to improve performance, accountability, financial stewardship, and data-driven decision-making.

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

Spokane Police Department Strategic Plan

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	GBYRD		
Division Director	GBYRD		
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

ORDINANCE NO. C36747

An ordinance updating the name and duties of existing departments within the Spokane Police division; amending Sections 03.01A.370, 03.01A.375, and 03.01A.400 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 03.01A.370 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.370 Spokane Police Department

A. The ((~~police division~~)) Spokane Police Department ((~~, through various departments ,~~ is the primary law enforcement agency of the City with investigative, arrest and incidental powers over violations of federal, state and municipal laws, both criminal and traffic)) provides evidence-based, constitutional, and community-centered policing as the primary law enforcement agency of the city of Spokane. ((~~In addition to patrol, surveillance, investigation and crime prevention education, division personnel perform administrative, communications, community relations, planning, records maintenance and training functions.~~))

B. The Spokane Police Department is a division department that includes the following administrative departments within the division:

1) Administration and Investigation; and

2) Patrol

C. The Chief of Police serves as the Division Director.

Section 2. That Section 03.01A.375 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.375 ((~~Police Business Services~~)) Spokane Police Department – Administration and Investigation

((~~The police business services department is responsible for the financial administration functions of the police division.~~)) Administration and Investigation within the Spokane Police Department manages the department's victim advocacy, special events management, and dispatch services programs. Administration and Investigation also

leads the Major Crimes Unit, Special Victims Unit, Domestic Violence Unit, Civil Enforcement Unit, Criminal Intelligence Unit, and the Special Investigations Unit.

Section 3. That Section 03.01A.400 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.400 ((~~Police Accountability and Administration~~)) Spokane Police Department – Patrol

((~~The police accountability and administration department is responsible for developing, implementing and assessing the internal operations, business practices, training, strategic plan, and initiatives of the department.~~)) Patrol within the Spokane Police Department leads the Spokane Police Department's response to calls for police services and provides place-based proactive policing to reduce crime through prevention strategies.

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. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 08/18/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	8/12/2025
		Clerk's File #	ORD C36749
		Cross Ref #	
Council Meeting Date: 09/08/2025		**Project #**	
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXTENSION OF INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS		

Agenda Wording

Extension of interim zoning ordinance for height limits.

Summary (Background)

Council adopted ORD C36646 in March 2025 as an interim zoning ordinance. The ordinance eliminated height limits in the downtown and clarified height limits in other zones across the city. As an interim zoning ordinance, it was assigned a duration of six months, which would expire on Sept 24th. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to height limits as part of the City's periodic update to the Comprehensive Plan. The periodic update is ongoing and there is additional time needed to make permanent changes. This ordinance proposes to extend the duration of the interim ordinance another six months to March 24, 2026. The period update is due in December 2026 so it is anticipated that at least one more extension will be necessary after this one.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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sgardner@spokanecity.org	eking@spokanecity.org
amcdaniel@spokanecity.rg	

ORDINANCE NO. C_____

An ordinance to extend the duration of interim zoning ordinance C36646 concerning height limits; setting a public hearing; and reiterating a work program.

WHEREAS, on March 24, 2025, City Council adopted ordinance C36646, an interim zoning ordinance regarding height limits; and

WHEREAS, ordinance C36646 established a duration of six months, which expires on September 24, 2025; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City's Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 2. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate height limits as part of the periodic update to the Comprehensive Plan.

Section 3. Duration. That the duration of the interim zoning ordinance enacted by ordinance C36646 shall be extended an additional six months to March 24, 2026.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

ADOPTED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** PIES **Date:** 08/18/2025 **Committee Agenda type:** Consent		**Date Rec'd**	8/13/2025
		Clerk's File #	ORD C36751
		Cross Ref #	
Council Meeting Date: 09/08/2025		**Project #**	
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	TIMOTHY 6218	**Requisition #**	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	KKLITZKE MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MARATHON PIPELINE COMPANY FRANCHISE AGREEMENT		

Agenda Wording

The City of Spokane and Marathon Pipeline Company have been in negotiations throughout the past 2 years for the development of a new pipeline franchise agreement that would replace the previous franchise agreement that has expired. Tesoro was the previous owner of the pipeline.

Summary (Background)

The proposed pipeline franchise agreement sets the term of the agreement for 25 years. The franchise provides for safety requirements in the operation of the pipeline. The City of Spokane Director of Emergency Management has reviewed the Marathon Emergency Response plan and has approved the plan. The Marathon Franchise agreement contains the same legal and safety requirements that are in the Yellowstone pipeline franchise agreement which the council approved in August of 2020. Revenue From Marathon Pipeline Franchise Agreement The City will receive $25,000.00 from Marathon Pipeline on an annual basis for the term of the franchise. After the first five (5) year period of the franchise term, the franchise fee shall be increased every year by the National Consumer Price Index for Urban- Consumers (CPI-U) as published in January of that year, or at a rate of 1.5% whichever is greater. Insurance Coverage The proposed insurance coverage is up to $100,000,000 for each occurrence. General liability coverage and pollution coverage. The Risk Manager has reviewed the Certificate of Insurance provided my Marathon Pipeline. The franchise agreement allows the parties after the first (5) five years following the effective date to discuss the insurance coverage requirements to see if there is merit to change them.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Revenue	**$** 25,000	**#** 0020-88100-99999-32191-30028
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	mfeist@spokanecity.org
jsakamoto@spokanecity.org	ebrown@spokanecity.org
kbustos@spokanecity.org	budget@spokanecity.org

Council Briefing Paper
Select Committee Name

Committee Date	PIES
Submitting Department	Legal
Contact Name	Tim Szambelan
Contact Email & Phone	tszambelan@spokanecity.org (509) 625-6218
Council Sponsor(s)	Kitty Klizke, Michael Cathcart
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5minutes
Agenda Item Name	Marathon Pipeline Franchise
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane and Marathon Pipeline Company have been in negotiations throughout the past 2 years for the development of a new pipeline franchise agreement that would replace the previous franchise agreement that has expired. Tesoro was the previous owner of the pipeline. The proposed pipeline franchise agreement sets the term of the agreement for 25 years. The franchise provides for safety requirements in the operation of the pipeline. The City of Spokane Director of Emergency Management has reviewed the Marathon Emergency Response plan and has approved the plan. The Marathon Franchise agreement contains the same legal and safety requirements that are in the Yellowstone pipeline franchise agreement which the council approved in August of 2020. <u>Revenue From Marathon Pipeline Franchise Agreement</u> The City will receive $25,000.00 from Marathon Pipeline on an annual basis for the term of the franchise. After the first five (5) year period of the franchise term, the franchise fee shall be increased every year by the National Consumer Price Index for Urban- Consumers (CPI-U) as published in January of that year, or at a rate of 1.5% whichever is greater. <u>Insurance Coverage</u> The proposed insurance coverage is up to $100,000,000 for each occurrence. General liability coverage and pollution coverage. The Risk Manager has reviewed the Certificate of Insurance provided my Marathon Pipeline.

	The franchise agreement allows the parties after the first (5) five years following the effective date to discuss the insurance coverage requirements to see if there is merit to change them.

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: 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?
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? No data will be collected
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The franchise was negotiated between the Marathon Pipeline Corporation and the City Legal Department. There was input from the City Water Department regarding the aquifer area.

MARATHON PIPE LINE LLC
NONEXCLUSIVE FRANCHISE

Ordinance C-_____

AN ORDINANCE GRANTING MARATHON PIPE LINE LLC, A LIMITED LIABILITY COMPANY CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Marathon Pipe Line LLC (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum Products pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section 1. Definitions of Franchise Terms.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated “sole source” aquifer that serves as the City of Spokane’s sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee’s Facilities within the Franchise Area.

1.3 City’s Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City’s Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging

and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery, requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantee's Facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.,; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities, or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (c)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee’s Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or

for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third Party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "C".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

Section 2. Grant of Franchise Authority.

2.1 Purpose of Franchise.

(a) The City hereby grants to Grantee, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline

Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's Facilities shall be filed with the City within 14 days of the changes.

2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld or delayed, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations (1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) [Reserved.]

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public Property for the Operation and Maintenance of its Facilities within the Franchise Area. This

agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City’s power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City’s ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

Section 3. Term and Renewal or Extension of Franchise.

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12 and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

Section 4. Assignment and Transfer of Franchise.

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

Section 5. Compliance with State and Federal Laws.

5.1 Compliance with State and Federal Law a Material Term of Franchise.

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195

Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Franchise Area is located in a "High Consequence Area" as defined in 49 CFR 195.450. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of 49 CFR 195.452 regarding High Consequence Areas.

Section 6. Construction and Maintenance of Facilities.

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

2) Grantee shall, promptly thereafter, obtain any necessary permits for the work arising from the Emergency Incident from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an Emergency Incident, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's reasonable opinion necessary to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantee's drawings, maps, or any proprietary information be protected as confidential under the following conditions:

1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY MARATHON PIPE LINE LLC".

2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

Section 7. Operations, Maintenance, Inspection, Testing.

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices

and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantee's Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be reasonably needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In the year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the

recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

Section 8. Encroachment Management.

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2 Inspections of surface conditions. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

8.3 Encroachment Response Procedure.

(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor; provided that any costs arising from potholing or similar operations shall be at the cost of the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the

excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond to a City request made pursuant to Section 8.4(a) within the specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a thirty (30) day period has elapsed without a satisfactory response.

8.5 Inspection of Third-Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

Section 9. Leaks, Spills, Ruptures, and Emergency Response.

9.1 Grantee Shall Have Remote Monitoring System.

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote-Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite-controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan as may be necessary to ensure full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City, Grantee shall be solely responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its Facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs. All such costs shall be considered extraordinary costs that shall not be borne by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars ($50,000) per incident for incidents up to ten barrels product loss and a maximum of $100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) business days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit “B". All Emergency Flow

Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Wastewater treatment plant. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

Section 10. Required Relocation of Facilities for Public Project.

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its Facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and does not complete the Public Project, the Grantee may invoke the Dispute Resolution provisions of Section 13 and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and

specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses form persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City or did not result from the neglect of the Grantee, or those acting for, or on behalf of, the Grantee.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

Section 11. Removal of Grantee's Facilities - Abandonment in Place.

11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be

permitted by Section 11.2), within one hundred and eighty (180) days after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.

(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as reasonably possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's reasonable satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable, therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and

with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Violations, Remedies and Termination.

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of $1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the third (3rd) business day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant; *provided* that if Grantee commences a cure within such three business day period (and uses commercially reasonable efforts to pursue a cure thereafter), then Grantee shall not be assessed such liquidated damages. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee’s compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the

Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

Section 13. Dispute Resolution.

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution process, but this shall not affect either Party’s right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

Section 14. Indemnification.

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak,

spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

2) Any release of Petroleum Products or other Hazardous Substances from the Grantee’s Facilities within the Franchise Area; or

3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities;

2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities, including the reasonable costs of assessing such damages;

3) Liability for any other person's costs, including the City’s (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee’s Facilities;

4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

14.4 Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS FRANCHISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS AGREEMENT FOR ANY LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF, WHETHER ARISING UNDER LAW OR IN EQUITY.

Section 15. Insurance and Bond Requirements.

15.1 Insurance Requirement.

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars ($100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the Effective Date of this Franchise, either Party may request in writing that both Parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The Parties agree to meet and discuss this matter in good faith, but neither Party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars ($25,000,000).

(c) The insurance limits in this Section can be satisfied through any combination of primary and excess liability policies.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

Section 16. Receivership or Foreclosure of Grantee.

16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to affect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership,

reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

Section 17. Annual Franchise Fee and Costs.

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year ($25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City’s administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

Section 18. Legal Relations; Charter Requirements.

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such

common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

Section 19: Miscellaneous.

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third-Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

Representative
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Copy to:
Office of the City Attorney
5th Floor City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

To the Grantee:

Real Estate Services
825 North 300, Suite S-200
Salt Lake City, Utah

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between

the Parties pertaining to Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1st day of _____, 2025, after passage, approval and legal publication of this Ordinance as provided by law and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.

PASSED by the City Council this _____ day of _____, 2025.

_____
MAYOR

ATTEST:

_____
City Clerk

Date of Publication: _____.
Effective Date: _____.

Approved as to Form:

_____
Office of the City Attorney

UNCONDITIONAL ACCEPTANCE BY GRANTEE

I, the undersigned representative of Marathon Pipe Line LLC, am authorized to bind Marathon Pipe Line LLC and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-_____), which are hereby accepted by Marathon Pipe Line LLC this ____ day of _____, 2025.

MARATHON PIPE LINE LLC

By: _____

Name: _____

Title: _____