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 November 24, 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 November 24, 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: 248 801 73244; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, November 21, 2025, and ending at 6:00 p.m. on Monday, November 24, 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 November 24, 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, NOVEMBER 24, 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 3:30 p.m. Agenda Review Session or 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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. Spokane Airport Board 2026 Budget. (Council Sponsors: Council President Wilkerson and Council Member Cathcart) Rob Schultz	Approve	FIN 2025-0002
2. Master Value Blanket with Dell Marketing L.P. (Round Rock, TX) for the as-needed purchase of technology equipment (hardware) from December 1, 2025, through June 30, 2028—estimated annual cost $1,500,000 (plus tax). (Council Sponsor: Council President Wilkerson) Kenn Freeman	Approve	OPR 2025-0780
3. Outside Special Counsel Contract Amendment with Summit Law Group (Seattle, WA) as outside legal counsel assisting the City in labor negotiations and HR advice—additional $50,000. Total contract amount: $450,000. (Council Sponsor: Council Member Dillon) Michael Piccolo	Approve	OPR 2022-0481
4. Outside Special Counsel Contract Amendment with Keating, Bucklin & McCormack, Inc., P.S. (Seattle, WA) as outside counsel providing legal services and advice to the City regarding the matter of Andrei	Approve	OPR 2025-0272

	Johnson v. City of Spokane, et. al—additional $50,000. Total contract amount: $100,000. (Council Sponsor: Council Member Dillon) **Lynden Smithson**		
5.	**Consultant Agreement with Coffman Engineers, Inc. (Spokane) for EV charging solar photovoltaic parking canopy design services from December 15, 2025, through November 30, 2027—$401,500 (plus $40,150 administrative reserve). Total: $441,650. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)** **Dave Steele**	**Approve**	**OPR 2025-0770** **RFQ 6388-25**
6.	**Master Consultant Agreement with HE Solutions, LLC. DBA Custom Energy (Spokane Valley, WA) for Clean Building Act compliance assurance services services from December 20, 2025, through December 30, 2027—$402,151 (plus $40,215 administrative reserve). Total: $442,366. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)** **Dave Steele**	**Approve**	**OPR 2025-0781**
7.	**Contract Amendment/Extension with Dundee Concrete & Landscaping, LLC (Mead, WA) for West Central Community Center office/wall/door buildout from July 1, 2025, through December 30, 2025—additional $13,500 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)** **Dave Steele**	**Approve**	**OPR 2024-0744** **PW ITB 6192-24**
8.	**Accept Association of Washington Cities Energy Audits Grant from July 1, 2025, to March 31, 2026—$272,292. (Relates to Special Budget Ordinance C36798) (Council Sponsor: Council President Wilkerson)** **Skyler Brown**	**Approve**	**OPR 2025-0782**
9.	**Contract Renewal 1 of 3 with Day Management Corp. DBA Day Wireless Systems (Spokane Valley, WA) for the preventative maintenance and repair of the City's non-emergency radio communications system and equipment from January 1, 2026, through December 31, 2026—not to exceed $150,000 (plus tax). (Council Sponsors: Council Members Cathcart and Dillon)** **Lance Romine**	**Approve**	**OPR 2024-0095** **IRFP 5921-23**
10.	**Personal Services Agreement and Memorandum of Understanding between the City of Spokane, Arts Commission, and Spokane Arts for the purpose of promoting and enhancing the quality, accessibility, and presence of the arts in the City of Spokane from January 1, 2026, through December 31,**	**Approve**	**OPR 2025-0783**

	2027—$919,632. (Council Sponsor: Council Member Dillon) **Adam McDaniel**		
11.	**Low Bid of Cameron Reilly, LLC (Spokane) Arterial Pedestrian Hybrid Beacons project—$1,477,338. An administrative reserve of $147,733.80, which is 10% of the contract amount, will be set aside. (Various neighborhoods) (Council Sponsor: Council Member Klitzke)** **Dan Buller**	**Approve**	**OPR 2025-0798** **ENG 2022090**
12.	**Acceptance of grant from the U.S. Department of Transportation, through the Washington Traffic Safety Commission (WTSC), to support continuation of phlebotomy program for SPD from November 10, 2025, through September 30, 2026. (Relates to Special Budget Ordinance C35807) (Council Sponsors: Council President Wilkerson and Council Member Zappone)** **Matt Cowles/Teresa Fuller**	**Approve**	**OPR 2025-0802**
13.	**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**
14.	**Minutes:**	**Approve All**	
	a. City Council Meeting Minutes: _____, 2025.		**CPR 2025-0013**
	b. City Council Standing Committee Meeting Minutes: _____, 2025.		

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36796 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to utilize salary savings to replace capital vehicles, and declaring an emergency. (Council Sponsors: Council Members Dillon and Cathcart)**
Jeff Teal

ORD C36797 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to re-allocate ARPA funding for other eligible purposes, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Skyler Brown

ORD C36798 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to accept an AWC building audit grant, and declaring an emergency. (Relates to Consent Agenda Item No. 8 – OPR 2025-0782) (Council Sponsors: Council President Wilkerson and Council Member Dillon) Skyler Brown**

ORD C36799 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to adjust pay ranges to align with salary analysis (2025 - Quarter 4), and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Allison Adam

ORD C36800 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to establish a public works apprenticeship utilization program, and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Dillon)**
Jason Nechanicky

ORD C36807 **Amending Ordinance No. C36626, entitled in part, "An ordinance adopting a Biennial Budget for the City of Spokane", and amending it to accept grant funding from the Washington State Transportation Commission for phlebotomy program, and declaring an emergency. (Relates to Consent Agenda Item No. 12 - OPR 2025-0802) (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Matt Cowles/Teresa Fuller

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0099 Approving the appointment of Jon Snyder as the Director of Transportation and Sustainability for the City of Spokane. (Council Sponsors: Council Members Zappone and Dillon)
Adam McDaniel

RES 2025-0100 Approving the appointment of Shawna Ernst as the Director of Analytics, Research, and Technology within the Spokane Police Department for the City of Spokane. (Council Sponsors: Council Members Zappone and Dillon)
Adam McDaniel

RES 2025-0101 Setting forth the City Council's approval and endorsement of funding for the community center contracts for the Community, Housing, and Human Services (CHHS) Department, and authorizing the execution of the applicable and appropriate contracts once formalized without further City Council action. (Council Sponsors: Council Members Dillon and Cathcart)
Sara Clements-Sampson

RES 2025-0102
OPR 2025-0787 Declaring the waiver of public bid requirements for the purchase of 2026 insurance premiums for specified City insurance coverages. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Matt Boston

ORD C36778 Prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)
Jackson Deese

(Pending possible adoption of proposed amendment on November 17, 2025) (First Reading deferred from November 10, 2025, Agenda, to November 17, 2025, Agenda, during November 3, 2025, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to this agenda)

FIRST READING ORDINANCES

ORD C36795 Relating to the Executive and Administrative Organization; repealing Chapters 03.01A, 06.06; adopting new Chapters 03.01B and 05A.20; amending Section 05A.06.010 of the Spokane Municipal; and setting an effective date. (Council Sponsors: Council Members Dillon and Zappone)
Adam McDaniel

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://my.spokanecity.org/citycouncil/meetings/signup/. (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 November 24, 2025, Regular Legislative Session of the City Council is adjourned to December 1, 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: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/23/2025		
Clerk's File #	FIN 2025-0002		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	ROB SCHULTZ 509-455-6448	**Requisition #**	
Contact E-Mail	RSCHULTZ@SPOKANEAIRPORTS.NET		
Agenda Item Type	Report Item		
Council Sponsor(s)	BWILKERSON PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	2026 SPOKANE AIRPORT BOARD BUDGET		

Agenda Wording

Per the Airport Joint Operating Agreement, the Spokane Airport Board is submitting the 2026 budget for approval. The Airport is financially self-sufficient, therefore, does not require any financial support from the City or County. The 2026 operating budget is $57,825,561 and the capital budget is $127,608,017. The total 2026 budget is $185,433,578.

Summary (Background)

Per the Airport Joint Operating Agreement, the Spokane Airport Board is submitting the 2026 budget for approval. The Airport is financially self-sufficient, therefore, does not require any financial support from the City or County. The 2026 operating budget is $57,825,561 and the capital budget is $127,608,017. The total 2026 budget is $185,433,578.

What impacts would the proposal have on historically excluded communities?

N/A, approval of the Airport annual budget

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, approval of the Airport annual budget

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

N/A, approval of the Airport annual budget

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, approval of the Airport annual budget

Council Subcommittee Review

The Spokane Airport Board reviewed and approved the 2026 Budget on Oct. 23, 2025

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

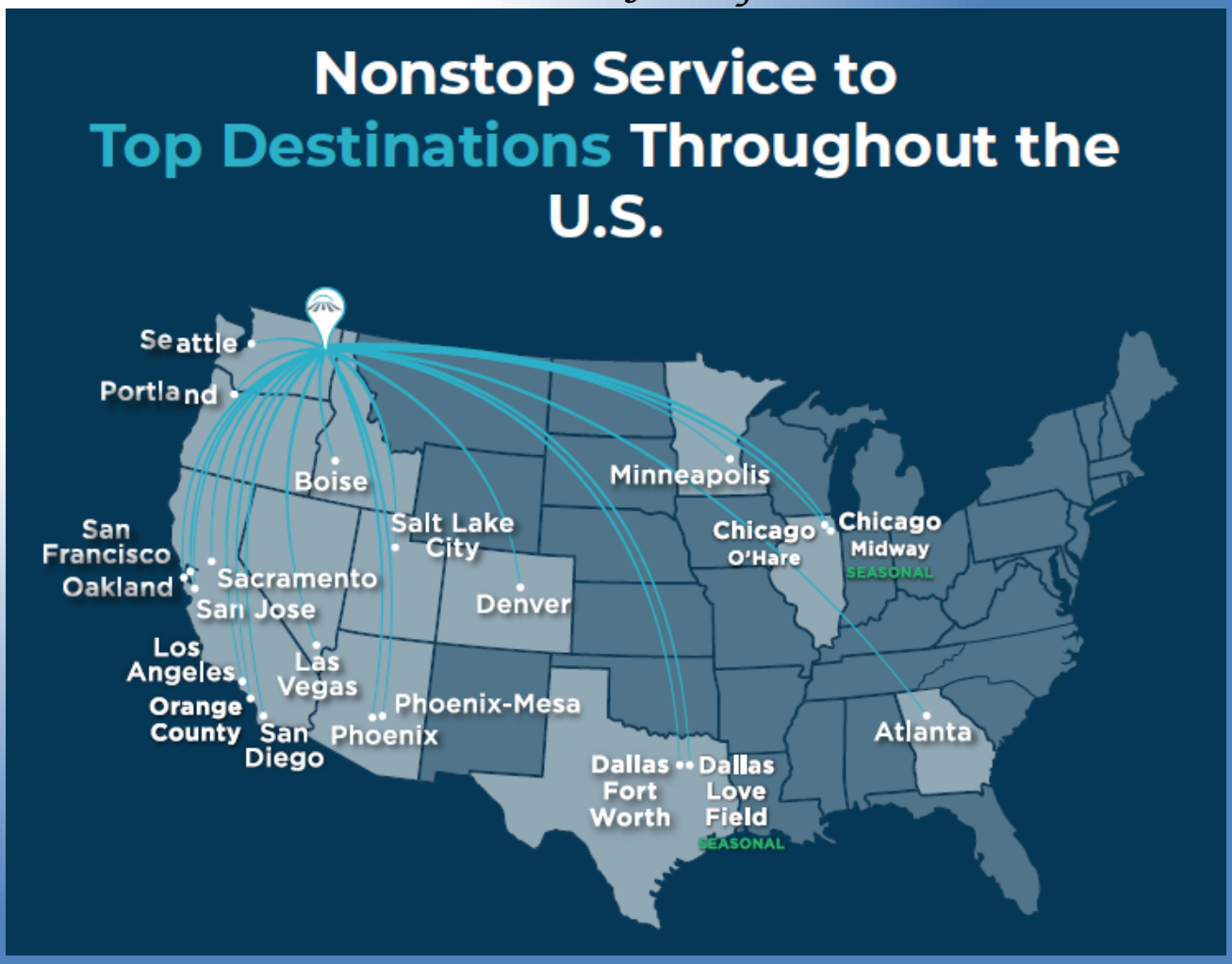
Other budget impacts (revenue generating, match requirements, etc.)

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

Spokane Airports 2026 Draft Budget

Spokane International Airport / Airport Business Park / Felts Field / Transload Facility







Spokane Airport Board

Spokane International Airport / Airport Business Park / Felts Field / Transload Facility

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Spokane International Airport

AIRPORT BUSINESS PARK

Spokane Felts Field

RAIL-TRUCK TRANSLOAD FACILITY

Spokane Airport Board

Ezra Eckhardt (Chair)
Al French (Vice Chair)
Brooke Baker Spink (Secretary)
Andy Billig
Max Kuney
Nancy Vorhees
Betsy Wilkerson

David Haring, CEO
Robert A. Schultz, CFO
Brian Werst, General Counsel

Section II. Introduction

The Spokane Airport Board (Board), operates Spokane International Airport (SIA or GEG), Felts Field (SFF), the Airport Business Park (ABP) and the Rail-Truck Transload Facility (Transload), collectively referred to as the Spokane Airports (Airport), under and pursuant to the Constitution and Laws of the State of Washington, including Ch. 14.08 RCW, RCW 14.08.200 that certain Joint Resolution and Operating Agreement of Spokane County and the City of Spokane dated October 7, 2019.

The agreement intends the expenses of operating Spokane International Airport, Felts Field, Airport Business Park, and Rail-Truck Transload Facility shall be paid, *to the maximum extent possible*, from the operating revenues of each area (emphasis added).

The Airport does not receive any funds from either the County or City, nor does it receive any local tax revenues. Operating funds come from user fees, tenant rents in varying forms along with airline landing fees. Capital funds come from debt financing, federal and state grants and agreements, facility charges through airlines and rental car agencies along with airport funds generated through operations.

The 2026 budget provides revenue to fund the Airport's operating and capital needs while keeping the cost to airlines reasonable in comparison to previous years. The budget funds important capital projects that will improve airport capacity, safety and security, maintaining a strong facilities management and replacement schedule while designing new facilities focused on a unifying objective of maintaining the highest level of service to passengers and other airport customers. Through these initiatives, the budget provides funds for activities that provide economic impact and stimulus by supporting temporary and permanent job creation and associated spending on durable goods and consumables in the local area.

AIRLINE OPERATING AGREEMENT (AOA)

This 2026 budget is prepared based on the airline agreement with signatory airlines originally dated January 1, 2010. The agreement has been extended multiple times over the years, mutually by the Airport and the airlines with minor modifications, through December 31, 2028.

The Airport Airline Affairs Committee (AAAC) convened on October 13, 2025 to discuss the 2026 rates and charges. The AAAC is comprised of Airport staff members along with representatives of the Signatory and Non-Signatory Airlines. The Airline members of the AAAC do not have any formal voting rights on the Airport's budget, however they do provide input for consideration.

The amended continuing agreement, on which the 2026 budget is based, utilizes a residual rate setting method. This approach is common, but not universal, among US airport operators. A pure residual rate setting method effectively applies all operating revenues and expenses into the models that set rates charged to airlines.

The agreement continues to allow the Airport to apply a portion of operating net revenue, rather than all net operating revenue, to the calculation of rates and charges effectively allowing the Airport to retain a larger amount of generated revenue to fund capital projects beneficial to passengers, the Airport and the air carriers.

At the time of budget preparation, it is anticipated that 2025 passenger activity will exceed 2024 levels by 2.5%. 2026 passenger activity is forecast to increase over estimated 2025 levels by 2.0%. In developing the 2026 budget, the goal is to maintain reasonable rates and charges to the airlines that will allow the Airport to continue to invest in airport facilities. Similarly, the budget supports efforts to increase airline seat capacity and frequencies while also pursuing opportunities for expansion of capacity by incumbent carriers as well as by new entrants to the market. Finally, the budget incorporates debt service into the rate base to meet requirements in the Series 2024 bond issuance.

THE BUDGET PROCESS

The budget process begins each year in July as the staff reviews the expenditures of the first six months of the current fiscal year. A budget packet was distributed including a budget calendar and general directions for each department's budget submittal. The Airport utilizes a budget process in which each expenditure line item is evaluated on its own merit each year. Specific department budgets are then developed to identify resources necessary to meet the daily functions of operating the airports and implementing the necessary airport improvement projects as well as new regulatory requirements.

Departments submitted their budgets which were loaded into the Rates and Charges Model (see Section V) to calculate the upcoming year's Terminal Rental Rates and Landing Fees. Each department's initiatives are reviewed before the proposed draft is completed and submitted for review and comment by the Board.

The Capital Improvement Program (CIP) is also refined to examine its effect on rates and charges. Future years' capital projects are added to the modeling as most of these projects and expenditures affect budget periods beyond the current period under examination.

FINANCIAL SUMMARY

The table below summarizes the 2026 consolidated Spokane Airport Board Budget. Subsequent sections and exhibits throughout this document will focus on the individual details of the summary shown.

2026	Operating	Capital	Total
GEG	$ 56,339,779	$ 122,014,592	$ 178,354,371
ABP	540,674	3,325,000	3,865,674
Felts Field	845,068	1,968,425	2,813,493
Transload	100,040	300,000	400,040
2026 Consolidated	$57,825,561	$127,608,017	$185,433,578
% Change vs 2025	6.5%	-14.2%	-8.7%

2025	Operating	Capital	Total
GEG	$ 53,116,985	$ 144,949,247	$ 198,066,232
ABP	491,298	1,000,000	1,491,298
Felts Field	681,634	2,810,000	3,491,634
Transload	-	-	-
2025 Consolidated	$ 54,289,917	$ 148,759,247	$ 203,049,164
$ Change vs 2025	$ 3,535,644	$ (21,151,229)	$ (17,615,585)

The total Spokane Airport Board 2026 budget presented for approval is $185,433,578, representing a 8.7% decrease over the 2025 budget. Operating expenses increased 6.5% over the last year, however, there was a 14.2% decrease in the capital budget, which offset the operating expense increase. The increase in the operating budget is related to an increase in Airport staffing levels, additional debt service from Series 2024 and inflationary impacts on wages, materials and supplies. The decrease in the capital budget reflects the anticipated completion of major projects such as the Concourse C Terminal Renovation and Expansion (TREX) project and taxiway reconstruction. Projects such as the administration building and the 500,000-gallon Jet-A fuel storage tank at Spokane International Airport will continue into 2026.

Consolidated Operating Revenues are forecasted to increase to $67.2 million, an increase of 2.1% compared to the 2025 budget. SIA operating revenues are forecast to increase by 2.2% from the 2025 budget, due to the increase in forecasted passenger activity, which affects revenues from airline landing fees, concessions and rental car activity. Included in the 2026 revenue increase is a 4.9% increase in the 2026 signatory landing fee rate and a 7.6% increase in rental rates for terminal tenants.

Consolidated Operating Expenses, including debt service, are projected to increase 6.5% to $57.8 million. Operating expenses, not including depreciation and debt service, are projected to increase 4.8% over the 2025 budget to $50.3 million. This increase corresponds to passenger activity levels and the Airport's continued capital program, therefore, driving the need for additional staffing. In addition, there are general inflationary impacts to recurring operating expenses.

The 2026 Capital Improvements Program budget represents a 14.2% decrease from the 2025 Capital Program budget. The total planned capital expenditures in 2026 are $127.6 million.

Sources of funds for capital improvements are dependent on the Federal Grant process through the Airport Improvement Program (AIP), other funds obtained through the Department of Transportation (DOT), and the Passenger Facility Charge (PFC) application process. Anticipated 2026 capital improvements projects are, or will be, funded for the upcoming year through AIP Grant applications, DOT BUILD and RAISE grants, Bipartisan Infrastructure Law (BIL) grants, pre-collected PFCs, Customer Facility Charges (CFCs) and bond proceeds from Series 2024. The Airport also uses funds from general operations to the extent expenditures do not reduce the reserve amount below a minimum targeted level.

Anticipated 2026 capital improvements projects at SIA include increasing parking capacity, TREX construction, runway intersection and taxiway reconstruction, aviation fuel facility improvements, administration building, Spotted Road design and Ground Transportation Center Phase III improvements. Airport Business Park capital projects are expected to include a roadway improvement project and facilities improvements to existing infrastructure. Felts Field anticipated projects include taxiway development, terminal remodel and gateway streetscape improvements. As noted above, these projects are, or will be, funded by AIP, BIL, DOT and state grants, PFCs, CFCs, Airport general funds and debt issuance. The DOT and AIP grants contain a matching provision from the Airport's cash. Replacement of aging equipment and vehicles is planned in 2026 and will be funded with current year operating funds or those funds designated in prior years for projects that will be carried over to 2026.

Section III. Airline Activity Forecast

PASSENGER TRAFFIC

Outside of the pandemic impacted years, most notably 2020 through 2022, enplanement and total passenger activity have increased year over year since 2014. For budgeting purposes, the Airport assumes 2025 passenger activity will increase 2.5% over 2024. For 2026, the budget assumes enplaned passengers will increase 2.0% over 2025 levels.

The following table shows actual enplanement passenger activity by airline for 2023 and 2024 with estimates for 2025 and 2026, which are incorporated into the 2026 budget. The table also shows the current breakdown of passengers traveling out of the two terminals.

Traffic Activity
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands)

	Actual 2023	Actual 2024	Estimate 2025	Budget 2026
Enplaned Passengers				
Alaska	655	669	686	699
Allegiant (non-sig)	42	39	40	41
Delta	561	576	590	602
Frontier (non-sig)	-	-	-	-
Southwest	482	481	493	503
American	141	194	199	203
United	182	170	174	177
Sun Country	4	5	5	5
Others	0	-	-	-
Total	2,068	2,133	2,187	2,231
Enplaned Passengers	2,068	2,133	2,187	2,231
% Change YoY	5.2%	3.2%	2.50%	2.00%
By Terminal				
Terminal C	796	863	885	902
Terminal A&B	1,272	1,270	1,302	1,328
Total	2,068	2,133	2,187	2,231

AIRCRAFT LANDED WEIGHT FORECAST

The Airport collects landing fees from air carriers based on an aircraft's Maximum Gross Landed Weight (MGLW). The costs of operating the airfield are recovered through the Landing Fee Rate multiplied by the MGLW of each aircraft. The accuracy of the landed weight forecast of each air and cargo carrier has an impact on the Landing Fee Rate. Section IV, which discusses Cost Centers, Allocations, Rate Making and CPE, examines the methodology of rate making under a Residual Airline Agreement in place with the airlines.

The following table shows actual passenger and cargo landed weight for 2023 and 2024 along with forecasts for 2025 and 2026, which have been incorporated into the 2026 budget. 2026 landed weight is forecasted to be above 2025 levels by 1.7% due to a continued increase in passenger carrier landed weight and a modest increase for cargo carrier landed weight.

Traffic Activity
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands)

	Actual 2023	Actual 2024	Estimate 2025	Budget 2026
Landed Weight (per 1,000 lbs.)				
Passenger Airlines				
Alaska	756	751	767	781
Allegiant (non-sig)	38	38	44	45
Delta	672	665	660	672
Frontier (non-sig)	-	-	-	-
Southwest	511	516	552	562
American	151	210	223	227
United	194	187	195	198
Sun Country (non-sig)	3	6	5	5
Others	-	-	-	-
Subtotal - Passenger	2,326	2,374	2,445	2,489
% Change YoY	8.3%	2.1%	3.0%	1.8%
Cargo				
Signatory	429	408	412	416
Non-signatory	182	109	111	112
Subtotal - Cargo	610	517	522	527
Total	2,936	2,891	2,967	3,017
% Change YoY	7.5%	-1.5%	2.6%	1.7%

Section IV. Cost Centers, Allocations, Rate Making and CPE

COST CENTERS

The Airport is currently organized around seven direct cost centers with a goal to continue to refine the cost centers and allocations to them each year to provide better forecasts for rate making. The direct cost centers are Airfield (including Operations and the Fuel Facility), GEG Terminal, Parking and Ground Transportation, Other Buildings and Grounds, Rental Car Facilities, the ABP and Felts Field. There are five indirect cost centers in Planning and Development, Airport Rescue and Fire Fighting (ARFF), Information Technology, Police / Dispatch, and Airport Administration.

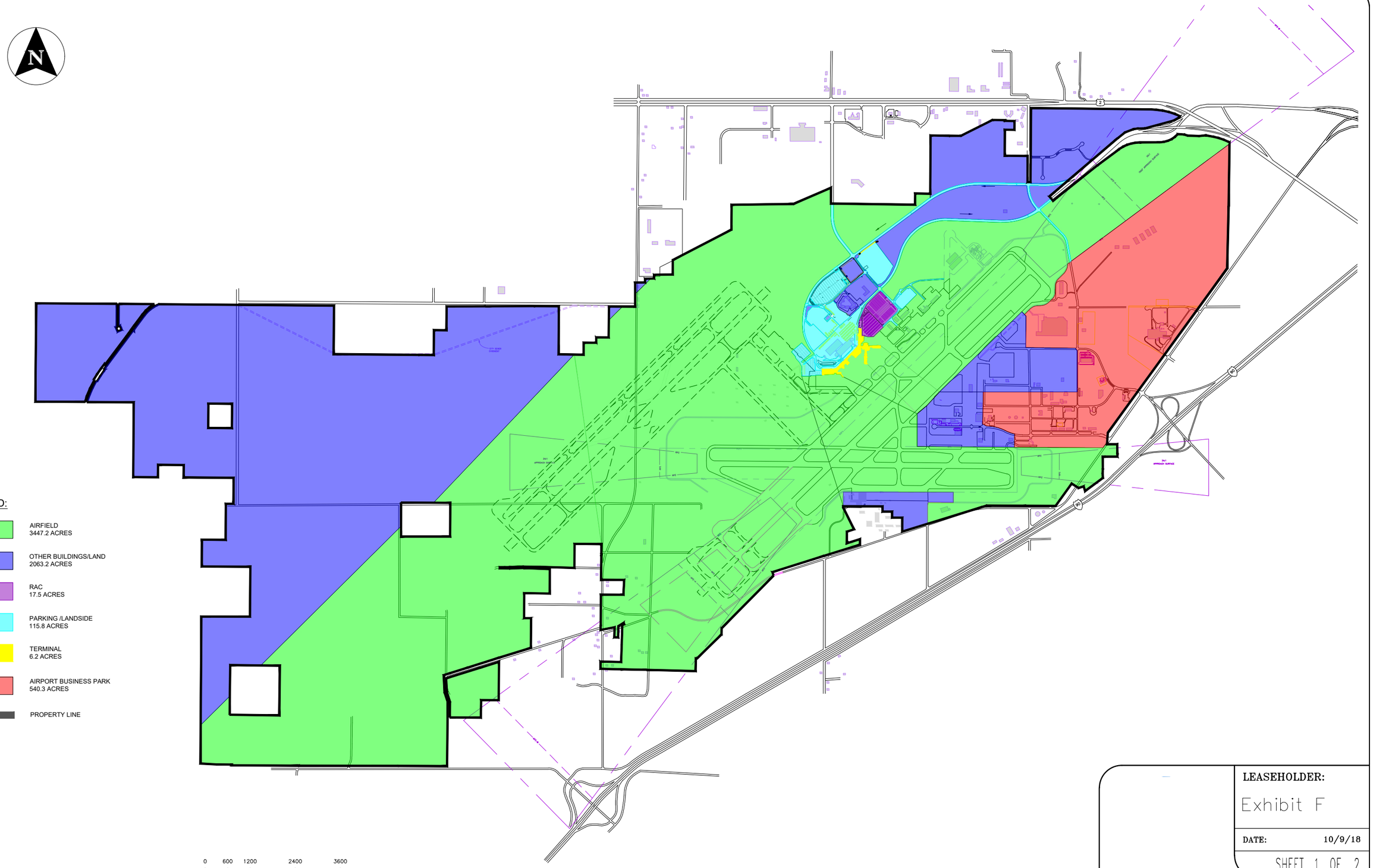
ALLOCATIONS

To develop rates, the expenses from four of the indirect costs centers, excluding administration, are allocated to the direct costs centers based on an analysis of the staff hours dedicated to a center along with the budgeted costs within each indirect cost center. After those indirect costs are allocated to the direct cost centers, administration is allocated based on the total actual direct and indirect costs for each direct cost center. The allocation percentages for 2026 are shown below. These allocation rates are reviewed annually and potentially revised at the end of each review period to reflect actual operations and maintenance for all of the facilities.

O&M Expense Allocation Percentages
Spokane Airport Board

	Airfield	Fuel	Terminal	Parking	Hangars & Buildings	QTA	ABP	Felts
Indirect Allocations								
Airfield Maintenance	65.0%	0.0%	0.0%	20.0%	10.0%	0.0%	0.0%	5.0%
Terminal Maintenance	0.0%	0.0%	80.0%	20.0%	0.0%	0.0%	0.0%	0.0%
Operations	90.0%	0.0%	2.5%	2.5%	0.0%	0.0%	0.0%	5.0%
Fuel	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Planning & Development	40.0%	3.0%	40.0%	10.0%	1.0%	0.0%	1.0%	5.0%
IT	25.0%	0.0%	25.0%	25.0%	18.0%	0.0%	2.0%	5.0%
ARFF/Fire	73.3%	3.2%	15.9%	0.9%	4.6%	0.0%	2.1%	0.0%
Police	1.0%	0.0%	80.0%	15.0%	1.5%	0.0%	2.5%	0.0%
Communications	1.0%	0.0%	80.0%	15.0%	1.5%	0.0%	2.5%	0.0%
Airport Business Park	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%
Felts Field	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

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LEGEND:

- AIRFIELD 3447.2 ACRES
- OTHER BUILDINGS/LAND 2063.2 ACRES
- RAC 17.5 ACRES
- PARKING /LANDSIDE 115.8 ACRES
- TERMINAL 6.2 ACRES
- AIRPORT BUSINESS PARK 540.3 ACRES
- PROPERTY LINE

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SCALE: 1" = 1200'

NOTE: SCALE SHOWN IS FOR 22 X 34 EXHIBITS, IF PLOTTED ON 11 X 17 SCALE IS HALF SIZE.

LEASEHOLDER:

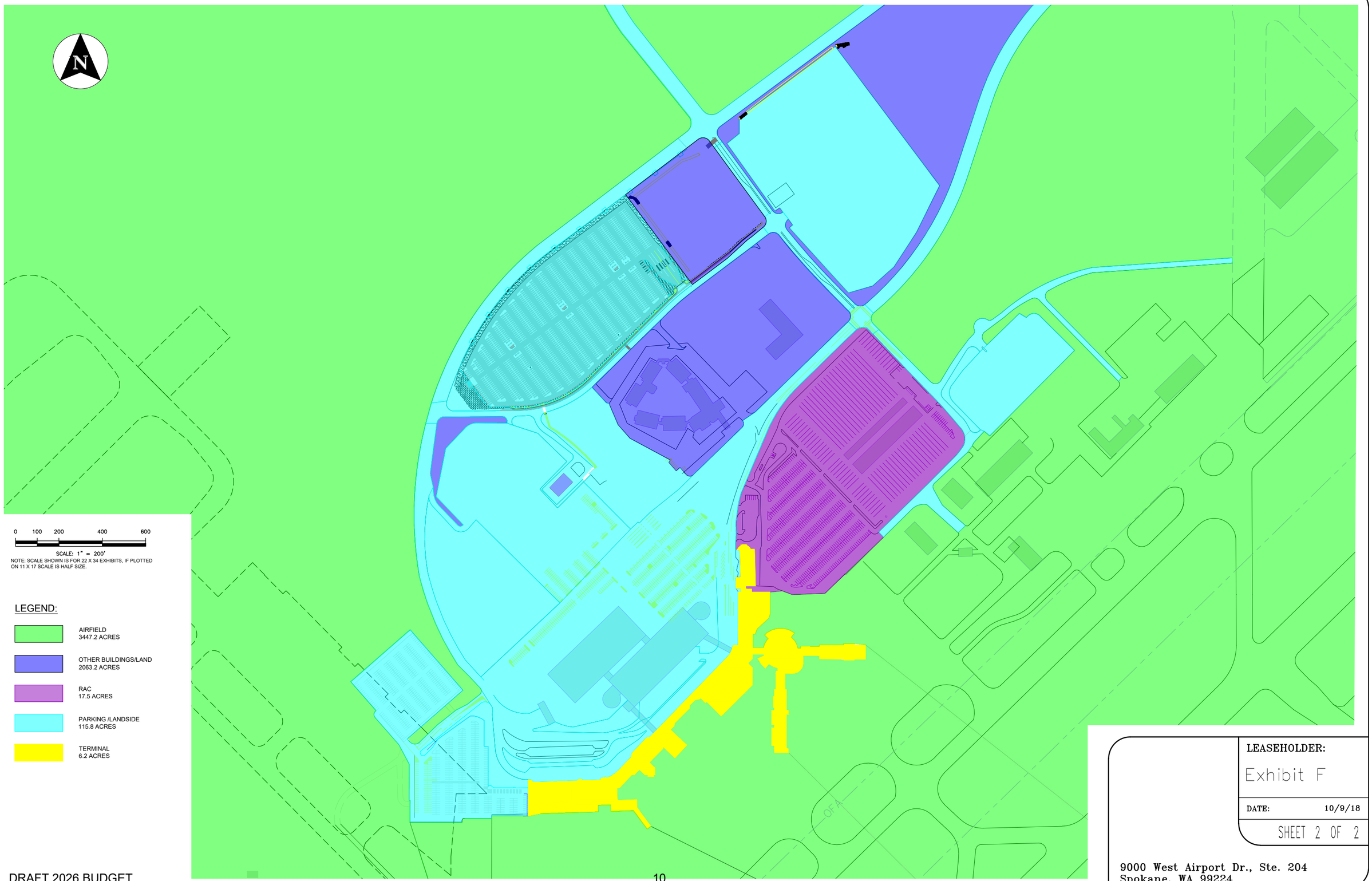
Exhibit F

DATE: 10/9/18

SHEET 1 OF 2

9000 West Airport Dr., Ste. 204
Spokane, WA 99224

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SCALE: 1" = 200'

NOTE: SCALE SHOWN IS FOR 22 X 34 EXHIBITS, IF PLOTTED ON 11 X 17 SCALE IS HALF SIZE.

LEGEND:

- AIRFIELD 3447.2 ACRES
- OTHER BUILDINGS/LAND 2063.2 ACRES
- RAC 17.5 ACRES
- PARKING /LANDSIDE 115.8 ACRES
- TERMINAL 6.2 ACRES

LEASEHOLDER:

Exhibit F

DATE: 10/9/18

SHEET 2 OF 2

9000 West Airport Dr., Ste. 204
Spokane, WA 99224

RATE MAKING

The Airport operates under an existing AOA with a residual ratemaking methodology where generally, with some exceptions, all revenues are shared with the signatory air carriers. Under the current AOA there is no specified methodology for each rate making calculation, however, there are federal guidelines for establishing rates. Currently the signatory airlines participate, in a consultation role only, in the budget and rate setting process and have agreed to modifications to the rate making methodology outlined in the Introduction section under the Airline Operating Agreement (AOA).

Terminal Rental Rate Calculation

The existing AOA does not prescribe a methodology for calculating terminal building rentals, fees, and charges. However, exhibits provided annually to the air carriers with updated rates prescribes the fees and charges and the relative weighting of such charges. The Airport uses a cost center residual methodology to calculate a cost recovery terminal building rental rate.

The Terminal Building Cost includes allocable Operation and Maintenance (O&M) Expenses, debt service (net of allocable PFC or CFC revenues), debt service coverage, depreciation charges (net of bond-funded projects, grants, and PFC revenues), and reserve deposit requirements. The resulting Terminal Building Cost is reduced by Terminal Concession Revenues, Non-airline Terminal Rentals, a percentage of the estimated surplus revenue generated from the Parking/Landside cost center (with the remainder flowing into the airport residual landing fee rate), other Terminal Payments, and Loading Bridge Fees to yield the Net Terminal Building Requirement.

The Net Terminal Building Requirement is divided by Rented Space weighted by the weight classifications to derive the Terminal Building Rental Rate per square foot per year. The 2026 terminal rental rate for Class 1 space (generally public areas) is $76.48 per square foot per annum (sfpa), an increase of 7.6% from $71.08 sfpa in 2025. The calculation of the Terminal Rental Rate is displayed in Section V.

Landing Fee Calculation

The methodology for calculating the landing fee rate is based on an airport residual approach where the total cost of SIA is credited with airline terminal rentals, other airline fees and charges, non-signatory airline landing fees, and non-airline revenues to yield the landing fee revenue requirement. The landing fee requirement is then divided by signatory airline landed weight forecast to derive the landing fee rate per 1,000 pound unit.

More specifically, the methodology consists of the following steps:

1. The SIA rate base includes O&M Expenses, debt service, debt service coverage, depreciation charges (net of grants and PFC revenues), return on land investments, reserve deposit requirements, and environmental liability. The rate base also includes an amount to provide sufficient funding for the Airport's share of funding the CIP.

2. The Airfield Requirement is then reduced by airline revenues other than landing fees and non-airline revenues, and the prior year carry forward surplus (deficit) to yield the Net Landing Fee Requirement.

3. The Net Landing Fee Requirement is divided by the forecasted Total Landed Weight of passenger and cargo carriers (as weighted for premiums) to derive the Signatory Airline Landing Fee Rate per 1,000-pound unit.

The 2026 landing fee rate is $2.59 per 1,000 pounds of landed weight, an increase of 4.9% from the 2025 rate of $2.47 / 1,000 pounds. The calculation of the Landing Fee Rate is displayed in Section V.

COST PER ENPLANEMENT (CPE)

The calculations of the Terminal Rent Rate and the Landing Fee result in charges to the air carriers. Those charges contribute to both Terminal and Airfield Revenue. One measure of the cost to operate at an airport by an airline is the Cost Per Enplanement (CPE) calculation.

The average CPE represents the net cost incurred by the commercial airlines based on their regular operations at the Airport. The table below shows the actual CPE for 2023 and 2024 along with forecasts for 2025 and 2026. The 2025 estimated CPE is $7.23 compared to a budgeted CPE of $7.18, which was presented in the 2025 Budget. The 2026 budgeted CPE is $7.58 and the increase in the CPE relates to the increased operating expenses, including depreciation & debt service, that results in a slightly higher CPE despite growth in passenger activity. The Airport's CPE remains very competitive compared to other commercial service airports, especially compared to other airports going through a terminal expansion project.

Airline Cost per Enplaned Passenger
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands except rates)

	Actual 2023	Actual 2024	Estimate 2025	Budget 2026
Passenger Airline Payments				
Passenger Airline Signatory Landing Fees	$ 5,103	$ 5,475	$ 5,916	$ 6,316
Terminal Building Rent	6,737	7,470	9,130	9,799
Loading Bridge Fees	297	349	406	415
RON and Airfield Fees	181	214	214	223
Subtotal	$ 12,318	$ 13,508	$ 15,667	$ 16,753
Nonsignatory Passenger Landing Fees	$ 107	$ 118	$ 141	$ 151
Total Airline Revenues	$ 12,425	$ 13,627	$ 15,808	$ 16,904
Enplaned Passengers	2,068	2,133	2,187	2,231
Airline Cost per Enplaned Passenger	$ 6.01	$ 6.39	$ 7.23	$ 7.58

Section V. Terminal Rent Rate and Landing Fee Calculations

The tables below show the actual calculation of the average terminal rent rate and the airfield landing fee as described in Section IV Rate Making.

Calculation of Terminal Building Rental Rate
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands except rates)

	Actual 2023	Actual 2024	Estimate 2025	Budget 2026
TERMINAL BUILDING COST				
O&M Expenses	$ 10,388	$ 13,494	$ 15,091	$ 18,970
O&M Reserve Fund Requirement	285	759	961	1,609
Debt Service (net of PFCs)	-	800	3,487	3,700
Debt Service Coverage	-	200	872	925
Net Depreciation Charges	2,327	2,676	2,792	1,535
Terminal Building Cost	$ 13,000	$ 17,929	$ 23,203	$ 26,739
Less: Terminal Non-Airline Revenues Associated With Rented Space				
Terminal Concession Revenues	$ (2,693)	$ (2,459)	$ (2,398)	$ (2,684)
Nonairline Terminal Rentals	(652)	(790)	(896)	(922)
Share of Parking Surplus	(6,409)	(8,547)	(14,479)	(11,553)
Other Terminal Payments	(1,634)	(1,694)	(1,644)	(1,693)
Federal Relief Grants	-	-	-	-
Loading Bridge Fees	(297)	(349)	(406)	(415)
Subtotal: Non-Airline Revenues Associated with Rented Space	(11,685)	(13,840)	(19,824)	(17,268)
Net Terminal Building Requirement	$ 1,315	$ 4,090	$ 3,379	$ 9,472
Weighted Rented Space	96	96	124	124
Charged Average Terminal Rental Rate (per sq ft per year)	**$ 63.02**	**$ 66.11**	**$ 71.08**	
Calculated Average Terminal Rental Rate (per sq ft per year)	**$ 13.72**	**$ 42.67**	**$ 27.29**	**$ 76.48**
Rented Space	96	96	124	124
Subtotal	$ 6,040	$ 6,336	$ 8,803	$ 9,472
Other Airline Terminal Payments [1]	327	327	327	327
Airline Terminal Rentals	$ 6,368	$ 6,664	$ 9,130	$ 9,799

1. Storage – Outside, Janitorial, Boarding Areas Walkway, Ramp - Equipment Storage, and Glycol Pad.

Calculation of Landing Fee
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands except rates)

		Actual 2023	Actual 2024	Estimate 2025	Budget 2026
Landing Fee Requirement					
O&M Expenses (SIA)		$ 30,062	$ 34,786	$ 39,704	$ 47,886
Net Depreciation					
Total SIA Depreciation - Existing Assets		25,448	27,362	28,646	25,915
Less Grant, PFC and Bond Funded Assets		(15,777)	(17,468)	(18,914)	(16,962)
Net SIA Depreciation - Existing Assets		9,671	9,894	9,732	8,953
Future SAB Funded Assets (Net of AIP/PFC/GARB)		-	-	(1)	963
Return on Investment in Land		1,002	958	973	1,033
Additional Discretionary Cash Flow		2,500	4,000	7,000	7,000
Debt Service					
Debt Service - Future GARBs (net of PFCs)		-	800	3,890	5,266
Debt Service Coverage (25% of Revenue Supported)		-	-	973	1,317
R&R Reserve Deposit		-	-	2,000	2,000
O&M Reserve Deposit		824	1,957	2,528	4,062
Subtotal		$ 44,059	$ 52,394	$ 66,799	$ 78,480
Less:					
Airline Terminal Building Rent		(6,737)	(7,470)	(9,130)	(9,799)
Other Airline Revenues		(1,628)	(1,981)	(2,164)	(2,646)
Total Nonairline Revenues		(36,500)	(40,239)	(42,809)	(44,116)
Subtotal		$ (805)	$ 2,704	$ 12,696	$ 21,919
Less Non-Operating Revenues					
Interest Income		$ (1,653)	$ (2,063)	$ (2,150)	$ (1,700)
Federal Relief Grants for Debt Service		-	-	-	-
TOTAL LANDING FEE REQUIREMENT		$ (2,458)	$ 641	$ 10,546	$ 20,219
Plus Unfunded Pension Liability		-	5,500	(2,500)	(3,000)
Plus Environmental Liability		10,000	-	(1,000)	(3,000)
Prior Year Carry Over (Surplus)/Deficit[1]		(5,841)	(4,976)	(5,706)	(6,195)
Net Landing Fee Requirement		$ 1,701	$ 1,165	$ 1,340	$ 8,024
Landing Fees Paid		$ 6,676	$ 6,872	$ 7,534	
	Weighting				
Signatory Landed Weight (millions/lbs)		2,285	2,330	2,395	2,439
Signatory Cargo Landed Weight (adjusted for premium)	105%	450	428	432	437
Non-Signatory Use Agmt Landed Weight (adjusted)	115%	48	51	57	58
Itinerant Landed Weight (adjusted)	150%	272	164	166	167
Adjusted Total Landed Weight		3,055	2,973	3,050	3,101
Calculated Signatory Airline Landing Fee Rated (per 1000 lbs)[1]		**$ 0.19**	**$ 0.39**	**$ 0.44**	**$ 2.59**
Charged Signatory Airline Landing Fee Rate[1]		2.24	2.35	2.47	2.59
Charged Signatory Cargo Airline Landing Fee Rate	105%	2.36	2.47	2.59	2.72
Non-Signatory Use Agmt Landing Fee Rate	115%	2.58	2.70	2.84	2.98
Itinerant Landing Fee Rate	150%	3.37	3.53	3.71	3.89

1. Amounts over or under collected are carried forward to next year.

Section VI. Operating Revenues and Expenses

OPERATING REVENUE

Operating revenue is generated from the Airport's primary business activities and reported through the cost centers outlined earlier (Airfield, Fuel Facility, GEG Terminal, Parking and Ground Transportation, Other Buildings and Grounds, Rental Car Facilities, ABP and Felts Field). Non-Operating revenue is generated from facility charges, interest income and the periodic sale of surplus land.

Highlights:

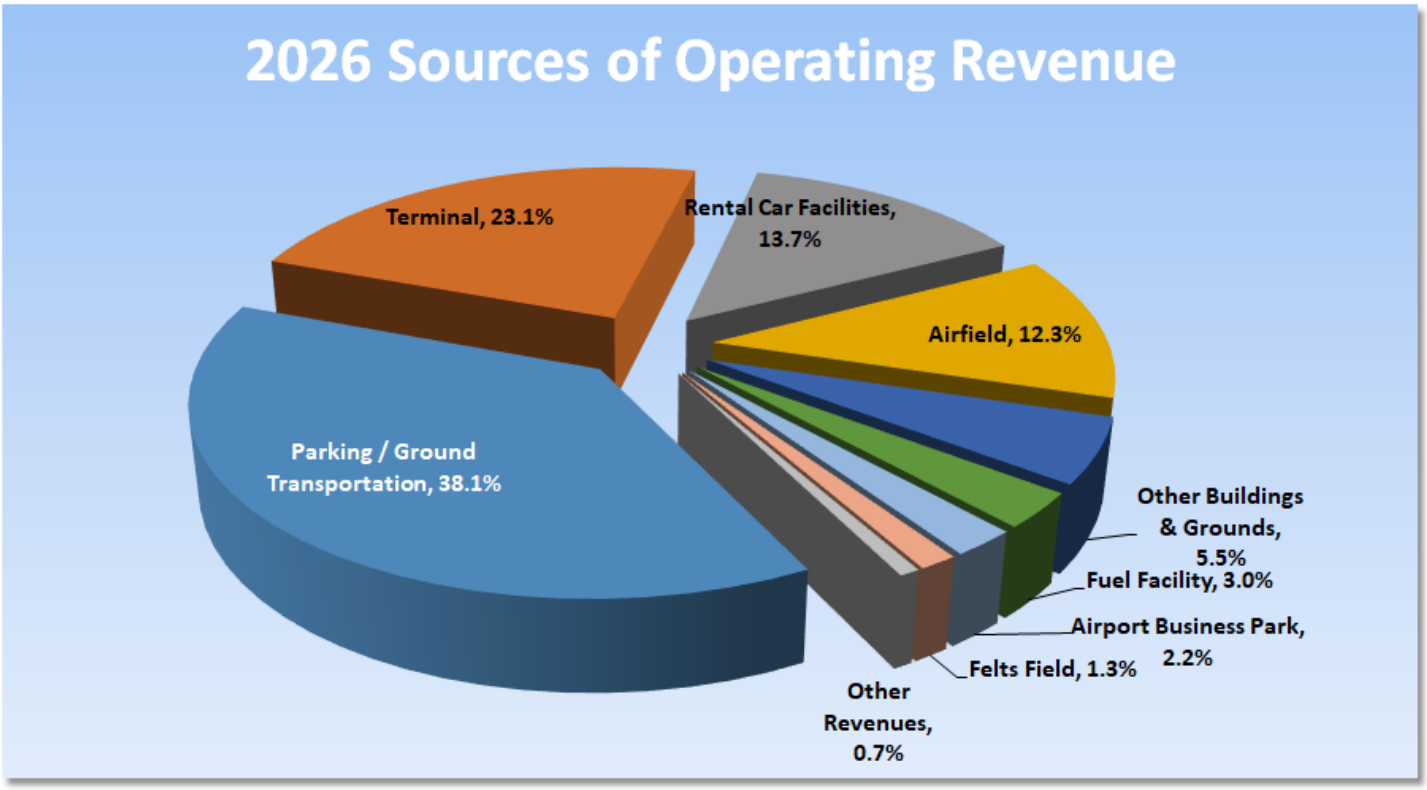
- **Parking and Ground Transportation** revenue is estimated to increase 2.4% compared to 2025 estimate. Parking and Ground Transportation comprises 38.1% of SIA's operating revenues.
- **Terminal and Other Commercial Land / Building Rents** are more exposed to the fluctuations in passenger activity, market demand varies for leased space products available in the Business Park and periodic land lease opportunities for aeronautical and non-aeronautical uses. Airline Terminal revenue is 23.1% of SAB's operating revenue.
- **Rental Car Facilities** represents 13.7% of total revenue and is estimated to increase 7.1% over the prior year budget.

This table and the chart on the next page show the main revenue sources for 2025 and 2026.

Sources of Operating Revenue

This table shows general categories of revenues as a percentage of total operating revenues

Rank	Description	Budgeted 2025	FY 2025 % of Total Rev	Year End Estimate 2025	FY 2025 % of Total Rev	Budgeted 2026	FY 2026 % of Total Rev	2026 vs. 2025 Budget $ Change	2026 vs. 2025 Budget % Change
1	Parking / Ground Transportation	26,200,165	39.8%	25,045,835	39.1%	25,604,903	38.1%	(595,262)	-2.3%
2	Terminal	15,004,503	22.8%	14,474,411	22.6%	15,513,737	23.1%	509,234	3.4%
3	Rental Car Facilities	8,611,845	13.1%	8,933,951	13.9%	9,227,271	13.7%	615,426	7.1%
4	Airfield	7,662,084	11.6%	7,748,784	12.1%	8,269,334	12.3%	607,250	7.9%
5	Other Buildings & Grounds	3,708,715	5.6%	3,605,891	5.6%	3,714,065	5.5%	5,350	0.1%
6	Fuel Facility	1,773,373	2.7%	1,542,897	2.4%	2,008,700	3.0%	235,327	13.3%
7	Airport Business Park	1,715,715	2.6%	1,648,465	2.6%	1,511,033	2.2%	(204,682)	-11.9%
8	Felts Field	928,823	1.4%	866,358	1.4%	898,823	1.3%	(30,000)	-3.2%
9	Other Revenues	195,347	0.3%	187,347	0.3%	479,322	0.7%	283,975	145.4%
	Total Operating Revenues	$ 65,800,570	100.0%	$ 64,053,939	100.0%	$ 67,227,188	100.0%	$ 1,426,618	2.2%



OPERATING EXPENSES

Operating expenses are incurred through normal and customary business operations of the Airport and tracked in the direct and indirect cost centers described previously. Along with the direct cost centers tracking revenue, there are five indirect cost centers in Planning and Development, Airport Rescue and Fire Fighting (ARFF), Information Technology, Police and Dispatch along with Airport Administration. The following table and chart break down expenses into smaller categories for analysis.

Highlights:

- **Personnel Compensation and Benefits** accounts for 41.5% of total operating expenses. This expense category is budgeted at 9.1% over the prior year and is related to anticipated increases in staffing levels.

- **Ground Maintenance and Snow Control** accounts for 9.6% of total operating expenses in 2026. This expense category is budgeted at a reduction from 2025 related mostly to a reduction in ground maintenance scheduled in 2026.

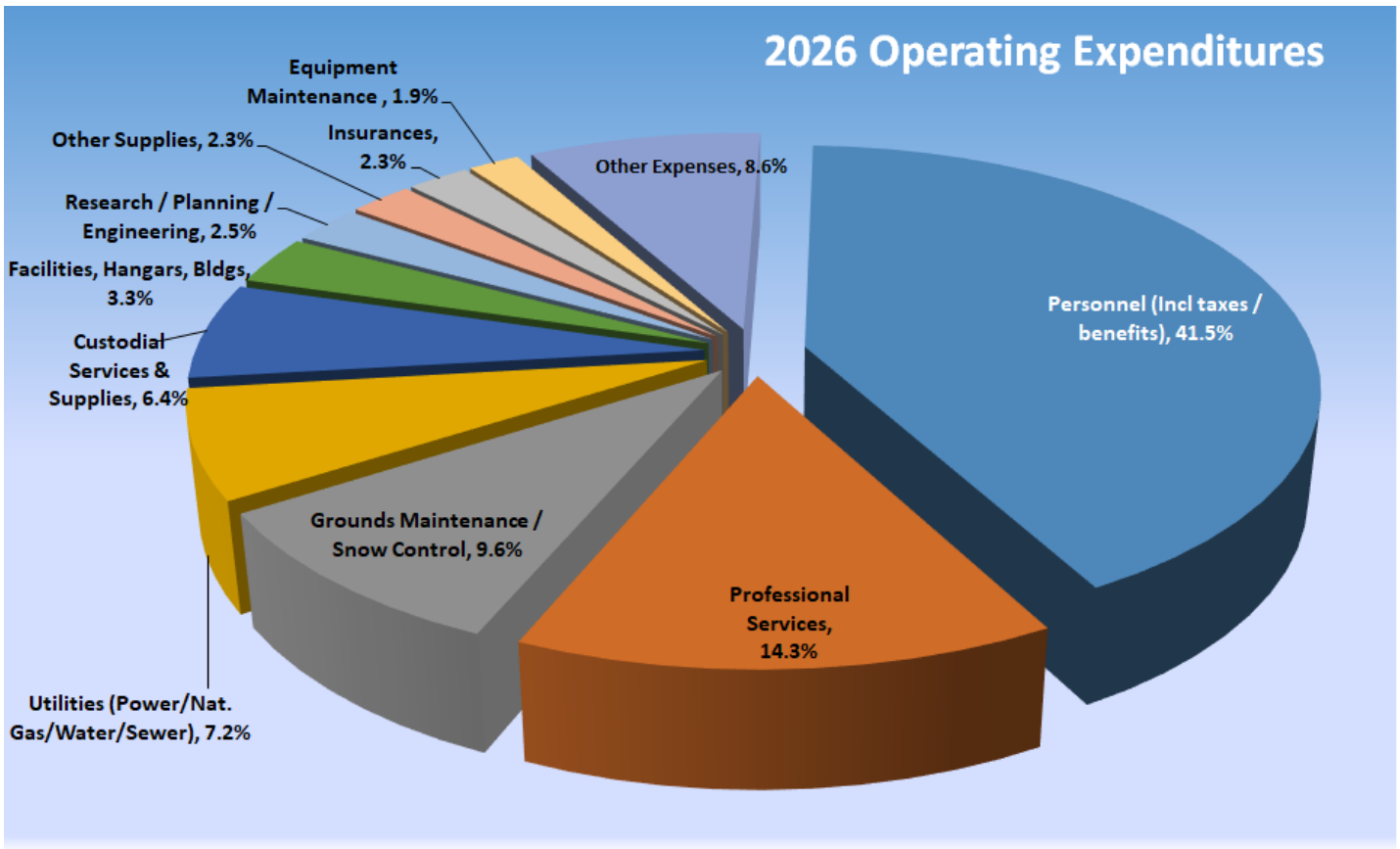
- **Utilities** accounts for 7.2% of total operating expenses in 2026 and represents an increase of 3.1% compared to the 2025 budget due to inflationary impacts.

Operating Expenditures by Rank

This table shows general categories of expenses as a percentage of total operating expenses

Rank	Description	Budgeted 2025	FY 2025 % of Total Exp	Year End Estimate 2025	FY 2025 % of Total Exp	Budgeted 2026	FY 2026 % of Total Exp	2026 vs. 2025 Budget $ Change	2026 vs. 2025 Budget % Change
1	Personnel (Incl taxes / benefits)	19,155,335	39.9%	17,229,122	41.1%	20,891,062	41.5%	1,735,727	9.1%
2	Professional Services	10,195,424	21.3%	5,899,265	14.1%	7,185,404	14.3%	(3,010,020)	-29.5%
3	Grounds Maintenance / Snow Control	5,137,117	10.7%	3,273,719	7.8%	4,802,950	9.6%	(334,167)	-6.5%
4	Utilities (Power/Nat. Gas/Water/Sewer)	3,515,258	7.3%	3,307,184	7.9%	3,625,251	7.2%	109,993	3.1%
5	Custodial Services & Supplies	2,786,853	5.8%	2,775,960	6.6%	3,218,606	6.4%	431,754	15.5%
6	Facilities, Hangars, Bldgs	1,779,121	3.7%	1,587,481	3.8%	1,638,588	3.3%	(140,533)	-7.9%
7	Research / Planning / Engineering	913,581	1.9%	592,840	1.4%	1,267,895	2.5%	354,314	38.8%
8	Other Supplies	986,489	2.1%	1,028,828	2.5%	1,179,195	2.3%	192,706	19.5%
9	Insurances	816,394	1.7%	1,048,405	2.5%	1,157,374	2.3%	340,980	41.8%
10	Equipment Maintenance	915,738	1.9%	705,997	1.7%	966,247	1.9%	50,510	5.5%
	Other Operating Expenses	1,772,067	3.7%	4,467,561	10.7%	4,347,522	8.6%	2,575,455	145.3%
	Total Operating Expenses	$ 47,973,377	100.0%	$ 41,916,361	100.0%	$ 50,280,095	100.0%	$ 2,306,718	4.8%

Note: Minor reclassifications have been made to prior years to conform with 2024 presentation and some totals or % may not add exactly due to rounding



Section VII. Capital Improvement Program

The Capital Improvement Program (CIP) is developed annually and updated throughout the year. The purpose of the CIP process is to evaluate, prioritize, and coordinate proposed projects for a period of several years. Projects that may require FAA funding in the future are updated through annual consultation with the FAA. Funding for CIP projects typically comes from the FAA, DOT, and the TSA along with state grants, PFCs, CFCs, debt issuance and cash generated by operation of the Airport.

The primary goal of the CIP is the development of a detailed capital budget for the current fiscal year and a flexible and rolling plan for capital development for the next several years. By updating and approving the CIP, a strategy and schedule is set for budgeting and constructing facilities at SIA, ABP, Felts Field and the Transload Facility. The Airport Board reviews and approves all major CIP projects on an individual basis.

The table below shows a summary of projects by area anticipated for 2026.

Summary of 2026 Capital Improvement Program
Spokane Airports
(for the 12 months ending December 31; numbers in thousands)

	Budget 2026		Budget 2026
CIP PROJECT COSTS		**SOURCES OF FUNDS**	
Spokane International Airport		Spokane International Airport	
		AIP - Entitlement	$ 4,771
Airfield	$ 18,220	AIP - Discretionary	7,896
Terminal - Other	2,483	AIP - AIG	6,537
Terminal - TREX	46,180	AIP - ATP	2,268
Parking / Landside	17,595	Federal - Other	5,000
Hangars & Buildings (Incl RAC)	1,400	GARBs	57,415
ARFF	150	PFC-Supported Bonds	6,735
IT	3,121	State Grants	170
Police	-	PFC pay-as-you-go	7,684
Fuel	6,418	CFC	500
Admin	26,448	SAB	23,039
Subtotal - SIA	**$ 122,015**	**Subtotal - SIA**	**$ 122,015**
Felts Field	1,968	Felts Field	1,968
Airport Business Park	3,325	Airport Business Park	3,325
Transload	300	Transload	300
Total CIP	**$ 127,608**	**Total CIP**	**$ 127,608**

Spokane Airports Capital Improvement Program

Project Description	Company	Cost Center	2026	2026 Federal Funds					2026 Bonds		2026 State	2026 Local Funds			
				Discretionary FY26	Entitlement FY26	AIG FY26	ATP FY26	Other Fed FY26	PFC/CFC FY26	GARB FY26	State Grants FY26	PFC paygo FY26	CFC Total FY26	Other Local FY26	Airport FY26
Concourse C TREX - Construction	SIA	Terminal	12,739,668				2,267,857		4,374,065	6,119,514					(21,767)
Concourse C Upgrades	SIA	Terminal	1,150,000												1,150,000
Central Hall TREX - Design & Construction	SIA	Terminal	33,440,721			6,537,017	-		2,360,754	16,858,537		7,684,413			-
Concourse A/B Baggage Handling System Upgrade	SIA	Terminal	350,000												350,000
Parking Garage Expansion - North Garage	SIA	Parking	4,000,000							4,000,000					-
Administrative Office Building - Design & Construction	SIA	Admin	26,165,962							23,644,106					2,521,856
Replace Fleet Vehicle (Explorer SIA 194)	SIA	Admin	60,000												60,000
Website Redesign	SIA	Admin	222,519												222,519
Reconstruct Taxiway A - Package 1	SIA	Airfield	300,000												300,000
Reconstruct Taxiway A - Package 2	SIA	Airfield	1,000,000	900,000											100,000
Airfield Circuits Lights and Signs	SIA	Airfield	620,000												620,000
Part 1542 Fence (TSA)	SIA	Airfield	330,750												330,750
Fleet Vehicles (Ops)	SIA	Airfield	93,713												93,713
Runway 3/21 & 8/26 Intersection Reconstruction	SIA	Airfield	14,245,759	6,726,000	4,771,183										2,748,576
Runway 3/21 Mill and Overlay	SIA	Airfield	300,000	270,000											30,000
Toro Grounds Master Mower (Replace)	SIA	Airfield	180,000												180,000
Ramp Seal Phases	SIA	Airfield	600,000												600,000
Stormwater Improvements	SIA	Airfield	550,000												550,000
ARFF HVAC Piping Replacement	SIA	ARFF	150,000												150,000
Fuel Facility Lab	SIA	Fuel	625,000												625,000
Fuel Facility Tank Addition Project	SIA	Fuel	5,792,500							5,792,500					-
Land Acquisition	SIA	Hangars & Buildings	1,200,000												1,200,000
Craig Road Regional Sewer Capacity	SIA	Hangars & Buildings	200,000								169,550				30,450
Content Management Hardware Upgrades	SIA	IT	65,500												65,500
Administrative Network Upgrades	SIA	IT	300,000												300,000
Lenel Security Network Upgrades	SIA	IT	100,000												100,000
Lenel Security Network Hardware Upgrades	SIA	IT	200,000												200,000
Milestone Integration and Upgrades	SIA	IT	200,000												200,000
Switch Replacements (Admin Network)	SIA	IT	300,000												300,000
UPS Upgrades	SIA	IT	100,000												100,000
Airline Ticket Counter TV/Computer Refresh	SIA	IT	300,000												300,000
MDF Server Replacements (ACM Network)	SIA	IT	105,000												105,000
Camera Upgrades	SIA	IT	200,000												200,000
New Servers for Paging System	SIA	IT	50,000												50,000
Firewall Upgrades	SIA	IT	300,000												300,000
Fiber Infrastructure Upgrades	SIA	IT	400,000												400,000
Construct Hub Rooms	SIA	IT	400,000												400,000
Parking Assistance Phone Upgrades	SIA	IT	100,000												100,000
New Parking Garage and Circulation Study (CONRAC)	SIA	Parking	75,000												75,000
Install air filling stations at exit plazas	SIA	Parking	100,000												100,000
EV Charging Station Phase 3	SIA	Parking	500,000												500,000
East Parking Garage helix seal floor and lid	SIA	Parking	1,300,000												1,300,000
McFarlane Road Extension	SIA	Parking	1,000,000							1,000,000					-
Parking Lot Consolidation and Entry Improvements	SIA	Parking	5,500,000												5,500,000
Spotted Road Realignment and Interchange - Design & Construction	SIA	Parking	5,000,000					5,000,000							-
Main Exit Plaza Upgrade	SIA	Parking	120,000												120,000
GTC Improvements - Design and Construction	SIA	Terminal	500,000										500,000		-
Snow Equipment Replacement (Plow Trucks, Tractors)	SIA	Terminal	220,000												220,000
Carpet Replace, Terminal, A and B	SIA	Terminal	262,500												262,500
Roadway Improvements (Flightline Blvd, Pilot Drive, BP Sidewalks) - Design and Construction	ABP	ABP	1,000,000												1,000,000
Building 1100 - HVAC	ABP	ABP	915,000												915,000
Building 1200 - HVAC & Roof	ABP	ABP	1,410,000												1,410,000
Taxiway F Development - Phase 1	FF	Airfield	1,168,425	170,919		830,050									167,456
Gateway Improvements / Fancher Entrance Feature	FF	Parking	300,000												300,000
Felts Field Terminal Remodel	FF	Terminal	500,000											500,000	-
Rail - Truck Transload Facility (Phase 4) - rail and spur	Transload	Hangars & Buildings	300,000												300,000
TOTAL Spokane Airports Capital Improvement Program			**$ 127,608,017**	**$ 8,066,919**	**$ 4,771,183**	**$ 7,367,067**	**$ 2,267,857**	**$ 5,000,000**	**$ 6,734,819**	**$ 57,414,657**	**$ 169,550**	**$ 7,684,413**	**$ 500,000**	**$ 500,000**	**$ 27,131,552**

Section VIII. Debt Service

Prior to 2024, the Airport had no outstanding long-term debt. The Airport issued long-term debt in November 2024 to pay for certain CIP projects outlined in the exhibit below. The Airport obtained credit ratings from Standard & Poor's (S&P) and Moody's in September 2024 and received a rating of 'A' from S&P and 'A2' from Moody's, both with stable outlooks.

The debt service calculation for 2023 and 2024, along with forecasts for 2025 and 2026, is shown below. The Airport expects to use PFC funds to pay a portion of the annual debt service associated with the 2024 Series. In addition, the debt service coverage ratio is included and illustrates the Airport's ratio is well above the required coverage of 1.25x.

Debt Service by Series and Cost Center
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands)

	Actual 2023	Actual 2024	Estimate 2025	Budget 2026
Senior Bonds				
Annual Debt Service				
Revenue Supported Debt Service				
Concourse C TREX	$ -	$ -	$ 3,487	$ 3,487
Administration Office Building	-	-	-	627
New Fuel Tank	-	-	-	752
Surface Parking Lot Expansion	-	-	403	400
North Garage Expansion	-	-	-	-
Central Hall TREX	-	-	-	-
Total Revenue-Supported	-	-	3,890	5,266
PFC-Supported Debt Service	-	-	2,279	2,279
Total Annual Debt Service	$ -	$ -	$ 6,169	$ 7,545
Less: PFCs Available for Debt Service	-	-	(2,279)	(2,279)
Annual Debt Service (net of PFCs)	$ -	$ -	$ 3,890	$ 5,266
County Loan Accrued Interest		$ 800		
Total Debt Service	$ -	$ 800	$ 6,169	$ 7,545
Revenue Supported Bond Debt Service By Cost Center				
Airfield	$ -	$ -	$ -	$ 213
Fuel	-	-	-	752
Terminal	-	800	3,487	3,700
Parking	-	-	403	588
Other Buildings & Grounds	-	-	-	13
QTA	-	-	-	-
Airport Business Park	-	-	-	-
Felts Field	-	-	-	-
Total	$ -	$ 800	$ 3,890	$ 5,266

Debt Service Coverage
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands except rates)

	Actual 2023	Actual 2024	Estimate 2025	Budget 2026
Debt Service Coverage per Master Resolution				
Revenues	$ 55,502	$ 61,166	$ 66,393	$ 68,970
Less: O&M Expenses	(32,465)	(36,581)	(41,918)	(50,482)
Net Revenues	$ 23,037	$ 24,585	$ 24,475	$ 18,488
Plus Coverage Amount	-	-	973	1,317
Available Net Revenues for Debt Service	$ 23,037	$ 24,585	$ 25,448	$ 19,805
Annual Debt Service (Senior Bonds)	$ -	$ -	$ 6,169	$ 7,545
Less: PFCs Available for Debt Service	-	-	(2,279)	(2,279)
Subordinate Obligation Debt Service	-	800	-	-
Total Debt Service net of PFCs	$ -	$ 800	$ 3,890	$ 5,266
Debt Service Coverage - Senior Bonds				
Without Coverage Amount			6.29	3.51
With Coverage Amount			6.54	3.76

Section IX. Budget Summaries by Cost Center

- **Spokane Airport Board Consolidated Summary**
- **Spokane International Operations Summary**
- **Business Park Operations Summary**
- **Felts Field Operations Summary**
- **Transload Facility Operations Summary**
- **Capital Improvement Program**



SPOKANE AIRPORT BOARD

2026 BUDGET SUMMARY

	2023 Actual	2024 Actual	2025 Projected	2026 Budget	% Change '26 vs '25
Operating Revenues					
Spokane International	$ 51,764,948	$ 57,207,587	$ 61,539,116	$ 64,607,270	
Airport Business Park	1,367,992	1,453,257	1,648,465	1,511,033	
Felts Field	873,893	888,173	866,358	898,823	
Transload Facility	-	-	-	210,062	
Total Operating Revenues	54,006,833	59,549,017	64,053,939	67,227,188	5.0%
Other Sources					
Spokane International	1,652,846	2,062,960	2,150,000	1,700,000	
Airport Business Park	39,076	40,945	54,175	27,900	
Felts Field	27,154	28,173	37,273	30,000	
Transload Facility	-	-	-	-	
(To) / From Reserves	(23,696,886)	(25,205,544)	(18,209,081)	(11,159,528)	
Total Other Sources	(21,977,810)	(23,073,466)	(15,967,633)	(9,401,628)	
Total Operating / Other Sources	$ 32,029,023	$ 36,475,551	$ 48,086,306	$ 57,825,561	20.3%
Operating Expenses					
Spokane International	$ 30,966,848	$ 35,494,467	$ 40,682,891	$ 48,794,316	19.9%
Airport Business Park	527,981	502,581	489,872	540,674	
Felts Field	534,194	478,503	744,741	845,068	
Transload Facility	-	-	-	100,040	
Total Operating Expenses	32,029,023	36,475,551	41,917,504	50,280,098	20.0%
Debt Service					
Spokane International	-	-	6,168,802	7,545,463	
Airport Business Park	-	-	-	-	
Felts Field	-	-	-	-	
Transload Facility	-	-	-	-	
Total Debt Service	-	-	6,168,802	7,545,463	
Operating & Debt Service	32,029,023	36,475,551	48,086,306	57,825,561	20.3%
Non-Cash Depreciation					
Spokane International	14,500,712	13,937,413	10,228,570	9,449,267	
Airport Business Park	725,199	675,088	663,547	651,372	
Felts Field	1,232,593	1,249,780	1,310,796	1,311,619	
Transload Facility	-	-	-	552,875	
Total Non-Cash Depreciation	16,458,504	15,862,281	12,202,913	11,965,134	
Total Operating / Other Expenditures	$ 48,487,527	$ 52,337,832	$ 60,289,219	$ 69,790,694	15.8%
Capital Sources					
Spokane International	101,147,046	89,643,484	111,684,664	122,014,592	
Airport Business Park	137,000	88,875	309,747	3,325,000	
Felts Field	1,343,502	1,962,570	3,260,000	1,968,425	
Transload Facility	-	-	-	300,000	
	$ 102,627,548	$ 91,694,930	$ 115,254,411	$ 127,608,017	10.7%
Capital Expenditures					
Spokane International	101,147,046	89,643,484	111,684,664	122,014,592	
Airport Business Park	137,000	88,875	309,747	3,325,000	
Felts Field	1,343,502	1,962,570	3,260,000	1,968,425	
Transload Facility	-	-	-	300,000	
	$ 102,627,548	$ 91,694,930	$ 115,254,411	$ 127,608,017	10.7%
Consolidated Sources	$ 134,656,571	$ 128,170,481	$ 163,340,717	$ 185,433,578	13.5%
Consolidated Expenditures	$ 134,656,571	$ 128,170,481	$ 163,340,717	$ 185,433,578	13.5%

SPOKANE INTERNATIONAL AIRPORT

2026 OPERATIONS BUDGET SUMMARY

	2023 Actual	2024 Actual	2025 Projected	2026 Budget	% Change '26 vs '25
Operating Revenues					
Parking / Ground Transportation	$ 19,426,601	$ 22,722,178	$ 25,045,835	$ 25,604,903	2.2%
Airfield	6,857,174	7,085,972	7,748,784	8,269,334	
Fuel Facility	1,373,905	1,418,107	1,542,897	2,008,700	
Other Buildings & Grounds	3,251,583	3,527,376	3,605,891	3,714,065	
Terminal	12,012,770	12,762,838	14,474,411	15,513,737	
Rental Car Facilities	8,559,586	8,660,967	8,933,951	9,227,271	
Other Revenues	283,329	1,030,149	187,347	269,260	
Total Operating Revenue	$ 51,764,948	$ 57,207,587	$ 61,539,116	$ 64,607,270	5.0%
Operating Expenses					
Parking / GTC / Landside	4,837,401	4,818,419	5,669,970	6,193,677	
Airfield & Operations	6,756,524	7,832,339	8,160,759	8,791,017	
Fuel Facility	509,443	499,957	495,761	648,899	
Other Buildings & Grounds	589,976	312,372	336,048	869,861	
Terminal	6,176,755	8,079,776	7,966,523	9,634,611	
Rental Car Facilities	467,089	496,241	506,759	482,264	
Other Indirect Centers					
Engineering	766,357	798,816	2,967,033	4,360,147	
Fire	2,337,749	2,426,276	2,730,821	2,645,914	
Information Technology	1,157,478	1,213,198	1,365,511	1,390,273	
Police	1,819,388	1,798,475	2,352,716	2,741,575	
Communication	700,348	1,161,969	1,308,916	1,351,604	
General Administration	4,848,340	6,056,629	6,822,074	9,684,474	
Sub-Total Operating Expenses	30,966,848	35,494,467	40,682,891	48,794,316	19.9%
Revenues over Expenses pre Deprec	$ 20,798,100	$ 21,713,120	$ 20,856,225	$ 15,812,954	
Gross Depreciation	25,705,138	31,405,577	29,142,411	26,411,018	
Credit for Funded Assets	(11,204,426)	(17,468,164)	(18,913,841)	(16,961,751)	
Net Depreciation	14,500,712	13,937,413	10,228,570	9,449,267	
Revenues over Expenses incl Deprec	$ 6,297,388	$ 7,775,707	$ 10,627,656	$ 6,363,686	
Other Sources Available / (Used)					
Interest Income	1,652,846	2,062,960	2,150,000	1,700,000	
Debt Interest	-	-	-	-	
Total Other Sources Available	1,652,846	2,062,960	2,150,000	1,700,000	-20.9%
Available for Debt / Projects / Reserves	7,950,234	9,838,667	12,777,656	8,063,686	-36.9%
Total Debt Principal	-	-	(6,168,802)	(7,545,463)	
Sources over (Expenses)	$ 7,950,234	$ 9,838,667	$ 6,608,854	$ 518,224	

AIRPORT BUSINESS PARK

2026 OPERATIONS BUDGET SUMMARY

Operations Revenues	2023 Actual	2024 Actual	2025 Projected	2026 Budget	% Change '26 vs '25
Building / Office Leases	$ 1,000,049	$ 1,077,927	$ 1,203,458	$ 1,052,675	
Land Leases	367,943	375,330	445,007	458,358	
Miscellaneous	-	-	-	-	
Total Operating Revenues	$ 1,367,992	$ 1,453,257	$ 1,648,465	$ 1,511,033	10.5%
Operating Expenses					
Buildings	$ 246,642	$ 222,456	$ 205,690	$ 224,679	
Grounds	113,757	100,617	95,980	119,353	
General Administration	167,582	179,508	188,202	196,642	
Total Operating Expenses	527,981	502,581	489,872	540,674	2.4%
Revenues over Expenses (Pre Deprec)	$ 840,011	$ 950,676	$ 1,158,593	$ 970,359	
Depreciation	725,199	675,088	663,547	651,372	
Operating Revenue over (Expense)	$ 114,812	$ 275,588	$ 495,046	$ 318,987	
Other Sources Available / Used					
Interest Income	39,076	40,945	54,175	27,900	
Interest Expense	-	-	-	-	
Other Non-Operating Income (Expense)	-	-	-	-	
Total Other Sources Available	39,076	40,945	54,175	27,900	
Available for Debt / Projects / Reserves	153,888	316,533	549,221	346,887	
Total Debt Principal	-	-	-	-	
Sources over Expenditures incl Deprec	$ 153,888	$ 316,533	$ 549,221	$ 346,887	

FELTS FIELD

2026 OPERATIONS BUDGET SUMMARY

Operating Revenues	2023 Actual	2024 Actual	2025 Projected	2026 Budget	% Change '26 vs '25
Airfield	$ 60,928	$ 56,123	$ 60,594	$ 57,960	
Hangars/ Bldgs / Land	784,172	806,996	803,676	815,108	
Terminal	28,793	25,054	2,088	25,755	
Miscellaneous	-	-	-	-	
Total Revenues	$ 873,893	$ 888,173	$ 866,358	$ 898,823	2.9%
Operating Expenses					
Airfield	$ 171,075	$ 121,014	$ 197,375	$ 221,908	
Hangars/ Bldgs / Land	33,830	46,902	81,819	65,566	
Terminal	64,826	70,115	66,535	71,173	
General Admin	264,463	240,472	399,012	486,421	
Total Expenses	534,194	478,503	744,741	845,068	58.2%
Revenue / (Expense) Pre Depreciation	$ 339,699	$ 409,670	$ 121,617	$ 53,755	
Depreciation	2,098,859	2,166,576	2,227,591	2,191,105	
Credit for Funded Assets	(866,265)	(916,795)	(916,795)	(879,486)	
Net Depreciation	1,232,593	1,249,780	1,310,796	1,311,619	
Revenue / (Expense) incl Depreciation	$ (892,894)	$ (840,110)	$ (1,189,179)	$ (1,257,864)	
Cash Available for Debt Service	$ 339,699	$ 409,670	$ 121,617	$ 53,755	
Interest and Other Income	27,154	28,173	37,273	30,000	
Available for Debt / Projects / Reserves	366,853	437,843	158,890	83,755	
Debt Service	-	-	-	-	
Expenses over Sources	$ 366,853	$ 437,843	$ 158,890	$ 83,755	

TRANSLOAD FACILITY

2026 OPERATIONS BUDGET SUMMARY

Operating Revenues	2023 Actual	2024 Actual	2025 Projected	2026 Budget	% Change '26 vs '25
Leased Land				$ 210,062	
Total Revenues	$ -	$ -	$ -	$ 210,062	#DIV/0!
Operating Expenses					
Other Buildings and Grounds	$ 3,477	$ 34,670	$ 15,176	$ 60,040	
General Admin	828	-	26,638	40,000	
Total Expenses	4,305	34,670	41,814	100,040	2223.8%
Revenue / (Expense) Pre Depreciation	$ (4,305)	$ (34,670)	$ (41,814)	$ 110,022	
Depreciation	-	-	-	2,139,510	
Credit for Funded Assets	-	-	-	(1,586,635)	
Net Depreciation	-	-	-	552,875	
Revenue / (Expense) incl Depreciation	$ (4,305)	$ (34,670)	$ (41,814)	$ (442,853)	
Cash Available for Debt Service	$ (4,305)	$ (34,670)	$ (41,814)	$ 110,022	
Interest and Other Income					
Available for Debt / Projects / Reserves	(4,305)	(34,670)	(41,814)	110,022	
Debt Service	-	-	-	-	
Expenses over Sources	$ (4,305)	$ (34,670)	$ (41,814)	$ 110,022	

SPOKANE AIRPORT BOARD

2026 CAPITAL SUMMARY

	2023 Actual	2024 Actual	2025 Projected	2026 Budget
SPOKANE INTERNATIONAL AIRPORT				
SOURCES OF FUNDS				
Federal & AIP Grants	68,500,000	29,182,055	40,911,860	21,472,057
Other Federal Grants / Funds	-	-	2,200,000	5,000,000
Other State / Local Funds	10,000,000	363,802	936,198	169,550
Available / Used PFC Collections and Interest	4,500,000	6,638,672	4,099,662	7,684,413
Revenue Bonds / PFC Supported	-	39,851,660	40,974,019	64,149,476
Available CFC Collections	500,000	741,819	8,840,230	500,000
Funds From Operations, Unrestricted Cash	17,647,046	12,865,477	13,722,695	23,039,096
	101,147,046	**89,643,484**	**111,684,664**	**122,014,592**
EXPENDITURE OF FUNDS				
Parking / Ground Transportation	6,693,817	7,964,368	7,140,552	12,595,000
Landside Roadways	3,402,867	671,480	1,281,000	5,000,000
Airfield / Ops / Fuel	32,574,273	23,774,201	37,542,911	24,637,722
Other Buildings & Grounds	1,400,000	444,412	2,111,198	1,400,000
Terminal	54,563,459	53,999,560	48,752,212	48,662,890
ARFF	-	16,885	1,450,000	150,000
I.T.	1,954,485	60,730	1,354,619	3,120,500
Police / Security	180,145	185,817	131,860	-
Admin	378,000	2,178,478	11,629,359	26,448,481
Land Acquisitions	-	347,552	290,953	-
Total Expenditures	**101,147,046**	**89,643,484**	**111,684,664**	**122,014,592**
AIRPORT BUSINESS PARK				
SOURCES OF FUNDS				
Funds From Operations & Unrestricted Cash	137,000	88,875	309,747	3,325,000
Total Sources	**137,000**	**88,875**	**309,747**	**3,325,000**
EXPENDITURE OF FUNDS				
Total Capital Projects	137,000	88,875	309,747	3,325,000
Total Expenditures	**137,000**	**88,875**	**309,747**	**3,325,000**
FELTS FIELD				
SOURCES OF FUNDS				
Federal & AIP Grants	918,117	79,327	315,000	1,000,969
Other Grants	-	789,396	296,154	-
Debt or Other Funds	-		2,000,000	500,000
Funds From Operations & Unrestricted Cash	425,385	1,093,847	648,846	467,456
Total Sources	**1,343,502**	**1,962,570**	**3,260,000**	**1,968,425**
EXPENDITURE OF FUNDS				
Airfield	1,293,502	98,049	750,000	1,168,425
Other Buildings / Grounds	50,000	-	-	300,000
Terminal	-	202,249	2,210,000	500,000
Parking		1,662,272	300,000	
Land Acquistions	-	-	-	-
Total Expenditures	**1,343,502**	**1,962,570**	**3,260,000**	**1,968,425**
TRANSLOAD FACILITY				
SOURCES OF FUNDS				
State Grants	-	-	3,168,000	-
Federal Grants	857,409	1,073,865	-	-
Funds From Operations & Unrestricted Cash	578,684	346,949	1,985,698	300,000
Total Sources	**1,436,092**	**1,420,815**	**5,153,698**	**300,000**
EXPENDITURE OF FUNDS				
Total Capital Projects	1,436,092	1,420,815	5,153,698	300,000
Total Expenditures	**1,436,092**	**1,420,815**	**5,153,698**	**300,000**

Note: The expenditures noted above do not necessarily represent specific projects, rather a variety of projects in a category that will be individually vetted by the Airport Board through the Committee process prior to authorization of expending of funds.

Section X. Selected 2026 Rates & Charges List

Space rates shown on a square foot per annum basis
Other rate basis are noted
(This list is not meant to be all inclusive.)
Change from 2025

Spokane International Airport	Signatory	Cargo Exempt*	w/ Use Agreement	Itinerant
Class 1 Space				
Airline Ticket Counters	$ 76.48			
Airline Ticket Office (ATO)	76.48			
Queuing Areas	76.48			
Instant Travel Machines	76.48			
Concourse Hold Areas	76.48			
Baggage Claim	76.48			
Class 2 Space				
Baggage Service (BOS)	$ 57.36			
Upper Concourse Office	57.36			
Ops Office	57.36			
Communications Office	57.36			
Baggage Make-Up	57.36			
Baggage Delivery	57.36			
Lower Concourse Office	57.36			
Storage Room	57.36			
Maintenance Office	57.36			
Baggage Cabinet	57.36			
Triturator Building	57.36			
Loading Bridge / mo	$ 2,516.42			
Aircraft Parking / mo	$ 500.00			
Ramp GSE Storage	$ 5.38			
Glycol Pad	$ 5.38			
Outside Storage	$ 0.99			
Truck Stairs - per use	$ 140.00			
Air Cargo Building	$ 14.81			
Landing Fee / 1,000 lbs	$ 2.59	$ 2.72	$ 2.98	$ 3.89
Non Leased Loading Bridge / full turn	449.00		449.00	449.00
{Includes NON Leased Loading Bridge, A/C Parking, Concourse holding area}				
Non Leased Baggage System / turn	148.00		148.00	148.00
{Includes both baggage make-up for outbound AND baggage claim for inbound}				
Non Leased Ticketing / use	49.00		49.00	49.00
{Includes NON Leased Ticket Counter Only}				
Non Leased Aircraft Parking / use	130.00	137.00	150.00	195.00
{Includes NON Leased Aircraft Parking area away from a Bridge}				
Fuel Flowage Fee / Gallon	0.060	0.060	0.070	0.085

***Cargo Exempt:** Cargo Carriers with on-airfield ramp & operation facilities

Section X. Selected 2026 Rates & Charges List

Space rates shown on a square foot per annum basis
Other rate basis are noted
(This list is not meant to be all inclusive.)
Change from 2025

Spokane International General Aviation	
Non Lease Aircraft Parking / day	
Single Engine Aircraft	$ 25.00
Multi Engine / Small Jet	35.00
Q-400 / EJ / RJ or Greater	50.00

Use Agreement / month	
SIA	$ 100.00
Felts Field	40.00

Felts Field Rates	
Landing Fee / 1000 lbs	$ 2.50
Non Lease Aircraft / day	25.00
T-Hangar / mo	320.00
Tie-Down / mo	35.00
Fuel Flowage / Gallon	0.085

Miscellaneous Items (not incl. applicable taxes)	
Security Badge Only	$ 30.00
Badge Renewal or Fingerprinting	40.00
New Badge & Fingerprinting	60.00
1st Lost Badge	30.00
2nd Lost Badge	40.00
3rd Lost Badge	60.00
Telephone Line / mo	12.00
GTC Trip Fee / Trip - Tier I	2.50
GTC Trip Fee / Trip - Tier II	3.00
GTC Trip Fee / Trip - Tier III	7.00

Force Account Rates	
Equipment Rentals	Cost + 10%
Materials	Cost + 10%
Labor / hr.	$ 80.00

ALL VEHICLE PARKING LOT RATES INCLUDE WA STATE SALES TAX					
Parking (Sales Tax Included)	**Covered**	**Outside**			
Length of Stay	**Garage**	**Surface**	**C-Lot**	**Economy**	**Hourly**
0 - 2 HR	$ 5.00	$ 5.00	$ 5.00	$ 7.00	$ 2.00 / HR
2 - 3 HRS	8.00	8.00	8.00		
3 - 4 HRS	11.00	10.00	10.00		
4 - 5 HRS	14.00				
5-24 HRS	17.00				
DAILY MAX.	**$ 17.00**	**$ 10.00**	**$ 10.00**	**$ 7.00**	

Miscellaneous Vehicle Parking	
Employee Lots / mo	$ 30.00
Employee Surface Lot / mo	130.00
Employee Garage Parking / mo	200.00
Passport / Executive / mo	300.00
Vendor / Contractor Parking / veh / year	50.00
Transponder Replacement	50.00
ALL VEHICLE PARKING INCLUDES WSST	

Notes: Certain other terminal and leasehold rental rates are set in conjunction with the Airline Operating Agreement (AOA) provisions while others are set by Fair Market Value appraisals. Rental Car and Concession rates are determined through negotiation and Request for Proposal (RFP) processes. Equipment rentals and other rates are available upon request.

Spokane Airports 2026 Draft Budget

Spokane International Airport / Airport Business Park / Felts Field / Transload Facility



www.spokaneairports.net

Approved:
Spokane Airport Board, October 2025

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/28/2025		
Clerk's File #	OPR 2025-0780		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	
Contact Name/Phone	KENN X6460	**Requisition #**	VALUE BLANKET
Contact E-Mail	KFREEMAN@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	DELL TECHNOLOGY EQUIPMENT (HARDWARE)		

Agenda Wording

Approval for master value blanket order to purchase technology equipment (hardware) as needed from Dell Marketing L.P (Round Rock, TX). Value blanket will utilize Washington State Contract 05820 (NASPO 23026) pricing and terms via existing interlocal agreement. Value blanket term will begin December 1, 2025 through June 30, 2028 to align with expiration date of source contract and renewal options. Cost will vary from year to year. Estimated annual cost is $1,500,000 plus sales tax.

Summary (Background)

The City currently utilizes Dell Marketing L.P. for computers, laptops, accessories, and other hardware equipment for all City departments and employees. The purpose of the new equipment is for efficiencies, improved service, high speed connectivity, and future capacity.

What impacts would the proposal have on historically excluded communities?

Not applicable

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 - Value blanket

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

Not applicable

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?

Not applicable

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	$ up to 1,500,000 (not incl. tax)
Current Year Cost	$ up to 1,500,000
Subsequent Year(s) Cost	$ up to 1,500,000

Narrative

DELL VB PURCHASE PC'S LAPTOPS, MOBILE DATA HARDWARE EQUIPMENT. VALUE BLANKET

Amount		**Budget Account**
Expense	$ 1,500,000	# various accounts
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	MARTINEZ, LAZ	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Charles.Anglin@Dell.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2025

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

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

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111
Attn: SanFrancisco.Certs@marsh.com / FAX 212-948-0398
CN101640193-STNDz-GAWUE-25-

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C : American Zurich Insurance Company	40142
INSURER D : Syndicate 2623/623 at Lloyd's	
INSURER E : Great American Insurance Company	16691
INSURER F :	

INSURED
Dell Technologies Inc.
and all Subsidiaries
One Dell Way - RR1-50
Round Rock, TX 78682

COVERAGES **CERTIFICATE NUMBER:** SEA-003602963-114 **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: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLO699017801	03/01/2025	03/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 5,000,000 10,000 5,000,000 10,000,000 10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP699017701	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC640818903	03/01/2025	03/01/2026	EACH OCCURRENCE AGGREGATE	$ $	15,000,000 15,000,000
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC699017501 (AOS) WC699017601 (MA, NE, WI)	03/01/2025 03/01/2025	03/01/2026 03/01/2026	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	Prof / Tech E&O (Claims Made)			B0509CYBLY2550271	06/01/2025	06/01/2026	Each Claim/Aggregate		15,000,000
E	Crime			SAA E3917780600	10/29/2024	10/29/2025	LIMIT (Ded $2.5M)		15,000,000

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

The above referenced Errors and Omissions policy shall include technology/professional liability, and data protection liability (cyber liability) insurance providing protection against: (a) errors and omissions in the performance of professional services; (b) breaches of security; (c) violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; and (d) data theft,damage, destruction, or corruption.

SEE ACORD 101.

CERTIFICATE HOLDER

Dell Technologies Inc.
and all Subsidiaries
One Dell Way - RR1-50
Round Rock, TX 78682-7000

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

Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH RISK & INSURANCE SERVICES	Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock, TX 78682
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

The professional policies evidenced are subject to self-insured retentions for various perils covered. If you would like additional information regarding these self-insured retentions, please contact the Marsh servicing team (Kristin.Bojorquez@marsh.com).

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/21/2025		
Clerk's File #	OPR 2022-0481		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MICHAEL 6237	**Requisition #**	CR27946
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT - SUMMIT LAW GROUP		

Agenda Wording

Contract Amendment for Summit Law Group, Seattle, WA, as outside legal counsel assisting the City in Labor Negotiations and HR advice. This amendment will increase the contract by $50,000 for a total contract amount of $450,000.

Summary (Background)

The City has collective bargaining in 2025 and 2026 with Local 29 and Local 270 as well as other labor matters to address including a number of grievances and unfair labor practice complaints.

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?	
Total Cost	**$** 50,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 50,000	**#** 0020-88100-18900-54105-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
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	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
bethk@summitlaw.com	johnh@summitlaw.com
ywang@spokanecity.org	mpiccolo@spokanecity.org
sdhansen@spokanecity.org	

City Clerk's No. OPR 2022-0481

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **SUMMIT LAW GROUP**, whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a “party”, and together referenced as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on July 1, 2025.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000.00)**.

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

SUMMIT LAW GROUP

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

25-221

License Information:

New search Back to results

Entity name: SUMMIT LAW GROUP, PLLC

Business name: SUMMIT LAW GROUP, PLLC

Entity type: Professional Limited Liability Company

UBI #: 601-773-208

Business ID: 001

Location ID: 0002

Location: Active

Location address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Mailing address: 315 5TH AVE S STE 1000
SEATTLE WA 98104-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bainbridge Island General Business - Non-Resident	41410			Active	Feb-28-2026	Sep-24-2007
Bellingham General Business	023960			Active		Apr-12-1999
Bremerton General Business - Non-Resident	29121			Active	Feb-28-2026	Jan-01-2011
Burien General Business - Non-Resident				Active	Feb-28-2026	Feb-10-2025
Burlington General Business - Non-Resident	10352			Active	Feb-28-2026	Apr-10-2019
Federal Way General Business - Non-Resident				Active	Feb-28-2026	Jul-22-2021
Issaquah General Business - Non-Resident				Active	Feb-28-2026	Jun-28-2018

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Feb-28-2026	Jun-08-2023
Lake Stevens General Business - Non-Resident				Active	Feb-28-2026	Jun-06-2014
Port Orchard General Business - Non-Resident				Active	Feb-28-2026	May-12-2020
Snoqualmie General Business - Non-Resident				Active	Feb-28-2026	Sep-18-2023
South Bend General Business - Non-Resident	846			Active	Feb-28-2026	Aug-04-2023
Spokane General Business - Non-Resident	T12024574BL			Active	Feb-28-2026	Oct-15-2012
Vancouver General Business - Non-Resident				Active	Feb-28-2026	Mar-21-2018
Yelm General Business - Non-Resident	850			Active	Feb-28-2026	Nov-07-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ANGER, KRISTIN D	
DANELO, ADA	
DIXON, HEATH	
STODDARD, KRISTIN	
YOUNKER, RODNEY B	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/29/2025 7:49:16 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		4031454583	5/1/2025	5/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			4031454583	5/1/2025	5/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR			4031455250	5/1/2025	5/1/2026	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		4031454583	5/1/2025	5/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as required by written contract: City of Spokane.

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
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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SUMMLAW-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2025

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

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

PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starstone Specialty Insurance Company	44776
INSURER B : Indian Harbor Insurance Company	36940
INSURER C : QBE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Summit Law Group, PLLC
315 5th Avenue S., Suite 1000
Seattle, WA 98104

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	[X] CLAIMS-MADE [ ] OCCUR			LEO00442510P-00	5/1/2025	5/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[X] Lawyers Prof Liab						MED EXP (Any one person)	$
	[ ]						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[X] OTHER: $50,000 Deductible Each Claim							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Prof Liab			LPE 9038760 06	5/1/2025	5/1/2026	Each Claim/Aggregate	5,000,000
C	Excess Prof Liab			100007229	5/1/2025	5/1/2026	Each Claim/Aggregate	5,000,000

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

Primary Professional Liability: Starstone Specialty Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate - $50,000 Deductible per claim
Excess Professional Liability: Indian Harbor Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate
Excess Professional Liability: QBE Insurance Company - $5,000,000 Per Occurrence/ $5,000,000 Aggregate

(Total Professional Liability Limit is: $15,000,000 Per Occurrence/$15,000,000 Aggregate - $50,000 Deductible per claim)

CERTIFICATE HOLDER

City of Spokane
c/o Sheila Hansen
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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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/21/2025		
Clerk's File #	OPR 2025-0272		
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	LYNDEN 6283	**Requisition #**	PAID VIA CLAIMS
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	OUTSIDE COUNSEL CONTRACT AMENDMENT - KEATING, BUCKLIN &		

Agenda Wording

Contract amendment with Keating, Bucklin & McCormack, Inc., P.S., Seattle, WA, as Outside Counsel providing legal services and advice to the City regarding the matter of Andrei Johnson v. City of Spokane, et. al. This amendment will increase the contract by $50,000 for a contract total of $100,000.

Summary (Background)

Plaintiff alleges civil rights violation, excessive force, ADA violation, assault and battery, negligence and gross negligence, intentional infliction of emotional distress due to SPD K9 contact.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** 50,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 50,000	**#** From Claims
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	PICCOLO, MIKE	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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sdhansen@spokanecity.org	ddaniels@spokanecity.org

City Clerk's No. OPR 2025-0272

City of Spokane

CONTRACT AMENDMENT

OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 1201 Third Avenue, Suite 1580, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of **Andrei Johnson v. City of Spokane**, **et. al**., and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract dated March 21, 2025, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on October 1, 2025.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this

Contract Amendment by having legally-binding representatives affix their signatures below.

KEATING, BUCKLIN & MCCORMACK, INC., P.S.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

25-220

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Business name: KEATING, BUCKLIN, AND MCCORMACK, INC., P.S.

Entity type: Professional Service Corporation

UBI #: 600-221-771

Business ID: 001

Location ID: 0001

Location: Active

Location address:
1201 3RD AVE
STE 1580
SEATTLE WA 98101-3009

Mailing address:
1201 3RD AVE
STE 1580
SEATTLE WA 98101-3009

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Issaquah General Business - Non-Resident				Active	Dec-31-2025	Dec-28-2022
Spokane General Business - Non-Resident	T12110036BUS			Active	Dec-31-2025	Mar-11-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
AUGENTHALER, BRIAN C.	
BUTLER, AMANDA G.	
CULUMBER, JEREMY W.	
JOLLEY, RICHARD	
RAGONESI, SHANNON M	

The Business Lookup information is updated nightly. Search date and time: 2/25/2025 3:23:59 PM

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Take our survey!

Don't see what you expected?
Check if your browser is supported

KEATBUC-01 TMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2025

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.

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PRODUCER	CONTACT NAME:	
Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allmerica Financial Benefit Insurance Company	41840
INSURER B : Continental Casualty Company	20443
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Keating Bucklin & McCormack Inc. PS
1201 3rd Avenue Ste 1580
Seattle, WA 98101

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER: General Aggregate	X		Z22J112212	8/10/2025	8/10/2026	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 $ Included $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Hired Auto PD X $500 Deductible			Z22J112212	8/10/2025	8/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto PD	$ 2,000,000 $ $ $ $ 50,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			Z22J112212	8/10/2025	8/10/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Z22J112212	8/10/2025	8/10/2026	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	Professional Liab			5096714502	8/10/2025	8/10/2026	Each Claim/Aggregate	7,000,000
C	Excess Prof Liab			MKLV5XLA000615	8/10/2025	8/10/2026	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane is included as an additional insured under the general liability per form 822-0001 08 25 attached.

CERTIFICATE HOLDER

City of Spokane
Office of the City Attorney
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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SECTION I – ADDITIONAL INSURED PROVISIONS

A. Automatic Additional Insured Provisions Including Primary and Non-contributory:

1. SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization described in paragraphs **4.a** through **4.g.** below, whom you agree to add as an Additional Insured.

2. However, the insurance afforded to such Additional Insured described below:

a. Only applies to the extent permitted by law.

b. Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.

c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.

d. Will not be broader than coverage provided to any other insured.

e. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

f. Does not apply to any person or organization included as an insured by

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Insured Copy

another endorsement issued by us and made part of this Coverage Part.

3. The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:

a. Required by the applicable written contract, agreement or permit, if any; or

b. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.

4. Additional Insureds

The following persons or organizations qualify as additional insureds under this endorsement:

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

a. Broad Form Vendors

(1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

(2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

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

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

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

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

(i) The exceptions contained within the exclusion in paragraphs **(d)** or **(f)** above; or

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

(i) “Bodily injury” or “property damage” arising out of an “occurrence” that took place before you have signed the contract or agreement with the vendor.

(j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Co-owner of Insured Premises

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

c. Controlling Interest

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Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Mortgagee, Assignee, or Receiver

Any mortgagee, assignee or receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Grantor of Franchise

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

f. Lessor of Leased Equipment

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any “occurrence” that takes place after the equipment lease expires.

g. Manager or Lessor of Premises

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

However, this provision does not apply to:

(1) Any "occurrence" that takes place after you cease to be a tenant in the premises.

(2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory**, **4. Additional Insureds**, paragraphs **a.** through **g.** above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

a. Premises you own, rent, lease or occupy;

b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;

c. “Your work” included in the “products-completed operations hazard”, but only if:

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

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

2. The insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law.

b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.

c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.

d. Does not apply if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of sole negligence of the additional insured.

e. Will not be broader than coverage provided to any other insured.

f. Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".

h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

i. Does not apply to any lessor of equipment after the equipment lease expires.

j. Does not apply to any:

(1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(2) Managers or lessors of premises if:

(a) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

k. Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**, paragraph **1.** or

2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION II – COVERAGE EXTENSIONS

A. Supplementary Payments Extension

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraph **1.** is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

B. Alienated Premises

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**, paragraph **(2)** is replaced by the following:

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(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

C. Broad Form – Property Damage Legal Liability (Damage to Premises Rented to You)

1. **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. **SECTION III – LIMITS OF INSURANCE**, paragraph **6.** is replaced by the following:

6. The Damage to Premises Rented to You – Any One Premises Limit is the most we will pay for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You – Any One Premises Limit:

a. Is not subject to the General Aggregate Limit described in **SECTION III – LIMITS OF INSURANCE**, **2.** General Aggregate Limit; and

b. Is not subject to the Each Occurrence Limit described in **SECTION III – LIMITS OF INSURANCE**, **5.** Each Occurrence Limit.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, **b. Excess Insurance**, paragraph **(a)(ii)** is replaced by the following:

(ii) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. **SECTION V – DEFINITIONS**, **9.** "Insured contract", paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

D. Broad Form Property Damage – Borrowed Equipment, Customers' Goods, Use of Elevators

1. The following is added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers' goods" while on your premises.

Paragraphs **(3), (4)** and **(6)** do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

1. "Customers' goods" means property of your customer(s) on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS**, **A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

F. Personal and Advertising Injury – Broad Form

1. **SECTION I – COVERAGES**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions**, **e. Contractual Liability** is deleted.

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2. **SECTION V – DEFINITIONS**, **14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

   b. Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS**, **14.** "Personal and advertising injury":

   "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured;

   (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

   (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

   1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

G. Product Recall Expense

1. **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **n. Recall of Products, Work or Impaired Property** is replaced by the following:

   n. Recall of Products, Work or Impaired Property

   Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

   (1) "Your product";

   (2) "Your work"; or

   (3) "Impaired property";

   if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

   However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

   (4) Failure of any products to accomplish their intended purpose;

   (5) Breach of warranties of fitness, quality, durability or performance;

   (6) Loss of customer approval, or any cost incurred to regain customer approval;

   (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

   (8) Caprice or whim of the insured;

   (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

   (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

   (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

2. The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **3.b.**:

   "Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

   Product Recall Expense Limits of Insurance

   a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

   (1) Insureds;

   (2) "Covered Recalls" initiated; or

   (3) Number of "your products" withdrawn or recalled**.**

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b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

4. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence**, **Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

5. For the purpose of this endorsement, the following definitions are added to **SECTION V – DEFINITIONS**:

1. "Covered recall" means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or is reasonably expected to result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or

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disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

6. This Product Recall Expense Coverage does not apply:

a. If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

b. To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements.

H. Who is an Insured Amended

1. SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional services.

2. Insured Employee Extension

The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)**:

With respect to "bodily injury" only, the limitations above do not apply to your "employees" as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

3. Who is an Insured – Subsidiaries

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

Subsidiaries

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

c. Before you maintained an ownership interest or more than 50% in such subsidiary; or

d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

4. Newly Acquired or Formed Organizations – 180 Days

SECTION II – WHO IS AN INSURED, paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. Limits of Insurance Amended

General Aggregate Limits of Insurance Per Location

The following is added to **SECTION III – LIMITS OF INSURANCE**:

A separate Location General Aggregate Limit applies to each "location" owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply.

However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

"Location" means premises involving the same or connecting lots, or premises whose connection is

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interrupted only by a street, roadway, waterway or right-of-way of a railroad.

J. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

K. Unintentional Failure to Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **6. Representations** is replaced by the following:

6. Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

L. Unintentional Failure to Notify/Knowledge of an Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph **a.**:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Coverage Part.

Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" of the insured knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" of the insured, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

M. Medical Payments – Three Years to Report

SECTION I – COVERAGES, **COVERAGE C – MEDICAL PAYMENTS**, **1. Insuring Agreement**, paragraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

SECTION III – ADDITIONAL CONDITIONS

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

A. Liberalization

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

B. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this policy.

C. Insurance Under Two or More Coverages

It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

SECTION IV – EXCLUSIONS

A. The following are added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** and **SECTION I – COVERAGES**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY**, **2. Exclusions**:

Access Or Disclosure Of Confidential Or Personal Material Or Information

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Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including:

(1) Patents, trade secrets, processing methods, customer lists;

(2) Financial information, credit card information;

(3) Health information, biometric information; or

(4) Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person’s or organization’s confidential or personal material or information.

Aircraft Products, Grounding and Testing

(1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of:

(a) “Aircraft products” or reliance upon any representation or warranty made with such product;

(b) The “grounding” of any aircraft; or

(c) The “testing” of any aircraft.

(2) For purposes of this Exclusion, the following definitions apply:

(a) “Aircraft Products” means:

(i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;

(ii) Aircraft and any ground support or control equipment used in connection therewith;

(iii) Any product provided by the insured and installed or used in connection with any aircraft;

(iv) Any tooling used in respect to any aircraft;

(v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;

(vi) Any advice, service or labor supplied with any aircraft; or

(vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.

(b) “Grounding” means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:

(i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or

(ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

“Grounding” shall be deemed to commence on the date of an “occurrence” which discloses the necessity of “grounding” or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

(c) “Testing” means examination, observation, evaluation or measuring of the performance of “aircraft products”, while either in the air or on the ground.

Cyber Content Incident

"Bodily injury", "property damage" or “personal and advertising injury” caused by, arising out of or as a consequence of a “cyber content incident”.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber content incident”.

Cyber Incident Exclusion

"Bodily injury", "property damage" or “personal and advertising injury” caused by, arising out of or as a consequence of a "cyber incident". This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident”.

Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

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(1) By any insured; or

(2) On behalf of any insured; or

(3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

(4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;

(5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(6) Supervisory, inspection or engineering services;

(7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;

(8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;

(9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(10) Services in the practice of pharmacy;

(11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

Unmanned Aircraft

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This paragraph applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph does not apply to:

(a) The use of another's advertising idea in your "advertisement"; or

(b) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

(2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

(a) Designed;

(b) Manufactured; or

(c) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

(2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in paragraph **(1)** above, including but

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not limited to the European Union's General Data Protection Regulation.

B. The following is added to **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** and **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS**, **2. Exclusions**:

Nuclear Energy Liability

(1) "Bodily injury" or "property damage":

(a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under **COVERAGE C – MEDICAL PAYMENTS**, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(ii) Has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(4) As used in this exclusion:

(a) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(b) "Hazardous properties" include radioactive, toxic or explosive properties;

(c) "Nuclear facility" means:

(i) Any "nuclear reactor";

(ii) Any equipment or device designed or used for:

1) Separating the isotopes of uranium or plutonium;

2) Processing or utilizing "spent fuel"; or

3) Handling, processing or packaging "waste";

(iii) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(iv) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(d) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(e) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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(f) "Property damage" includes all forms of radioactive contamination of property.

(g) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(h) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(j) "Waste" means any waste material:

(i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs **(i)** and **(ii)** of the definition of "nuclear facility".

C. Amended Exclusion With Coverage Extension

SECTION I – COVERAGES, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **g. Aircraft, Auto or Watercraft** is replaced by the following:

g. Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than “unmanned aircraft”), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This paragraph **g.** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than “unmanned aircraft”), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph **g.** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than “unmanned-aircraft”) or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(ii) The operation of any of the following machinery or equipment:

1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

(f) An aircraft (other than “unmanned aircraft”) that is:

(i) Chartered by, loaned to, or hired by you with a paid crew; and

(ii) Not owned by any insured.

SECTION V – AMENDED DEFINITIONS

A. SECTION V – DEFINITIONS, **3.** "Bodily injury", **16.** "Products – completed operations hazard", and **17.** "Property damage" are replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. “Bodily injury” includes mental anguish or other mental injury resulting from “bodily injury”.

16. "Products – completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

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(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. “Property damage” means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SECTION VI – ADDITIONAL DEFINITIONS

A. **T**he following definitions are added to **SECTION V – DEFINITIONS**:

1. "Cyber content” means the electronic display, electronic transmission or electronic dissemination of information through any network or through an insured’s system, including through email or an insured’s internet website.

2. “Cyber content incident” means the alleged or actual unintentional and unauthorized:

a. Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;

b. Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;

c. Invasion or interference with the right of publicity including name, persona, voice or likeness; or

d. Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;

resulting directly from “cyber content” of the insured entity.

3. "Cyber incident" means any:

a. Unauthorized access to or use of any computer system;

b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation;

c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or

d. Alleged or actual unintentional and unauthorized:

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(1) Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;

(2) Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;

(3) Invasion or interference with the right of publicity including name, persona, voice or likeness; or

(4) Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;

resulting directly from “cyber content” of the insured entity.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/23/2025		
Clerk's File #	OPR 2025-0770		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	RFQU 6388-25
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	FACILITIES DEPARTMENT WATER DEPARTMENT SOLAR CARPORT - A&E		

Agenda Wording

The Facilities Department in partnership with Integrated Capital Management and the Water Department has secured a grant from the Washington Department of Commerce for the construction of Solar Carports and the installation of large battery storage for the purpose of providing charging capacity for current and future EV vehicles.

Summary (Background)

The Water Department is funding the design work as a match for the grant. Coffman Engineering has been selected to complete the engineering design work and provide the plans / specifications to allow public bid of the project. Contract amount is $401,500.00 and a 10% administrative reserve of $40,150.00 for a total spending authority or $441,650.00 plus applicable sales tax.

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?	YES
Total Cost	$ 441,650.00
Current Year Cost	$ 441,650.00
Subsequent Year(s) Cost	$

Narrative

Contract is for $401,500.00 and a 10% administrative reserve of $41,150.00 for a total spending authority of $441,650.00

Amount		Budget Account
Expense	$ 441,650.00	# 4100-98864-94340-56501-11013
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	ACCOUNTING -	BROWN, SKYLER
Division Director	STRATTON, JESSICA	PURCHASING	NECHANICKY, JASON
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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City of Spokane

CONSULTANT AGREEMENT

Title: EV CHARGING SOLAR PHOTOVOLTAIC PARKING CANOPY DESIGN SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COFFMAN ENGINEERS, INC.**, whose address is 221 North Wall Street, Suite 500, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Engineering services for the EV Charging Solar Photovoltaic Parking Canopy Design; and

WHEREAS, the Consultant was selected from Request for Qualifications No. 6438-25 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on December 15, 2025, and ends on November 30, 2027, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Consultant's Response to Request For Proposal which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($401,500.00)**, plus tax if applicable. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.
The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.
The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.
The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

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

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

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

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

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

COFFMAN ENGINEERS, INC.	**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 to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Response to Request for Qualifications

25-217

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

COFFMAN ENGINEERS



EV CHARGING SOLAR PHOTOVOLTAIC PARKING CANOPY DESIGN SERVICES

City of Spokane

RFQu Number: 6388-25

6/16/2025

221 N. Wall Street, #500 | Spokane, WA 99201 | 509.328.2994
www.coffman.com

COFFMAN ENGINEERS

June 16, 2025

Katie Hougen
City of Spokane Purchasing Department
915 N. Nelson St.
Spokane, Washington 99202

Subject: EV Charging Solar Photovoltaic Parking Canopy Design Services

Dear Katie and the City of Spokane Selection Committee:

As a long time partner and collaborator with the City of Spokane (City), Coffman Engineers (Coffman) is proud to submit our statement of qualifications (SOQ) to support your dedication to sustainability. We understand that the EV Charging Solar Photovoltaic Parking Canopy Design Services project is another step in your long term Sustainability Action Plan and overall environmental protection goals, and it is a meaningful effort that took commitment to earn the funding from the Clean Energy Community Grant. We would like to congratulate you on your efforts, and we are eager to work with you to effectively and efficiently utilize those funds to develop solar/photovoltaic (PV), Battery Energy Storage System (BESS), and Electric Vehicle (EV) charging infrastructure that can support your mission of delivering clean drinking water to the Spokane community. Coffman will leverage several key team features to support the City, including:

Local Team - The team members leading this project are based out of our Spokane office with knowledge of working in the area and a deep understanding of the City's processes and requirements. Coffman provided the civil, structural, electrical, and mechanical engineering for the feasibility study and helped layout the site for the Water Department Campus, so our team has familiarity with the facility.

Alternative Energy Subject Matter Experts (SME's) - Our local staff are well experienced with PV, BESS, and EV projects, and are also able to pull in support from other offices. These staff members specialize in their respective alternative energy technologies as subject matter experts (SME's), allowing Coffman to provide the City with various perspectives from people who understand this type of project.

LETTER OF SUBMITTAL REQUIREMENTS

Legal Status: Corporation | **Former Employees:** N/A
Minimum Requirments: Coffman confirms we meet the Minimum Requirements identified in Paragraph 1.3 of the RFQu.
Terms and Conditions: Coffman acknowledges we will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.

Thank you for taking the time to review our qualifications.

Sincerely,

Kurt Niven, PE, LEED AP | Principal, Electrical Engineering | Authorized Signatory
Coffman Engineers | 221 N. Wall Street, #500, Spokane, WA 99201
509.328.2994 | kurt.niven@coffman.com



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1

Technical Proposal

COFFMAN ENGINEERS



1. TECHNICAL PROPOSAL

We scale quickly and move nimbly, providing solutions that are smart, practical, efficient, and have a positive impact.

1.1 PROJECT UNDERSTANDING

The City of Spokane's Water Department is adding canopy mountet photovoltaic (PV) solar panels coupled with battery energy storage systems (BESS) to supply power to electric vehicle (EV) charging stations at the department's main location at 914 E North Foothills Drive in Spokane, Washington. The project is funded by the Washington Department of Commerce through the Clean Energy Community Grant, which supports the planning and implementation of infrastructure to reduce greenhouse emissions

The City has identified the addition of lightweight, covered parking structures over an existing paved parking lot to support the City's fleet of light duty EV vehicles currently being utilized by the Water Department as a cost-effective and easily maintainable alternative to rooftop mounted solar installations. The project will consist of the installation of two PV canopy parking structures (with infrastructure for future, additional canopies), BESS, and EV charging stations at the department's historic location. Additionally, the project will require a new, dedicated electric utility service and electrical distribution infrastructure, as well as telecommunications infrastructure to support the PV, BESS, and EV systems.

The anticipated project installation will include two new PV-integrated parking canopies each with each PV array having solar generation capacity of 150-200kW, a total of 300-400kW. The PV will be coupled with two BESS units with approximately 500 kWh capacity per BESS, 1 MWh for the pair. Coffman assumes the BESS will be 4-hour duration with a power capacity of 250 kW. The PV and BESS will power twelve level 2, 50 Amp, dual EV charging stations.

Provisions for future augmentation and full build-out include four additional PV parking canopies, with a 150 kW to 200 kW power generation capacity per PV canopy.

Coffman understands the City would like to see the project bid for construction in early Q1 of 2026 (January – February 2026), with construction starting in Spring of 2026 (March – April 2026). To meet Washington Department of Commerce Funding requirements, the project design is to be contracted by October 2025.

By using power generated and stored at the site, the improvements will continue to support the City's ongoing commitment towards sustainability and reducing greenhouse gas emissions while delivering clean drinking water to the community.

PROJECT REQUIREMENTS

Alternative energy projects come with unique project requirements. Coffman's experience and understanding of these systems translates into value for our clients - delivering designs that prioritize safety, cost-effectiveness, and reduced operations and maintenance needs.

Functionality of the System

We understand the nuances of alternative energy technology and the involvement needed from the engineering team for project success. This includes:

- Guiding the project through siting of the BESS enclosures, coordination with BESS enclosure manufacturers, reviewing NFPA testing results and certifications.
- Assisting with energy management system selection and provide options for controls integration and equipment asset packaging possibilities to streamline control of the renewable energy system.
- Coordinating with the utility for interconnection application approval, including preliminary drawings and other application submittal requirements.
- Assisting with selection and specification of equipment or review of selected or preferred products including PV modules and inverters, BESS enclosures, and EV chargers.
- Identifying scheduling concerns related to equipment lead times and strategizing procurement options.
- Advising on canopy layout and design, such as custom-framed or premanufactured options.

Meeting Schedule Milestones

Coffman understands this project is subject to specific milestones which must be met to obtain and maintain funding sources.

- Technology selection and procurement method have significant impacts on permittability, project design, project schedule, and budget.
- Permitting the project through the City's permitting process is an equally critical step to project success. Coffman will work with the City early on to develop a clear permitting matrix, including outlining the code and permit required submittal documents.

Safety and Code Compliance

Life safety and fire code compliance will be critical elements for the BESS enclosures for the project.

- Characteristics, such as BESS technology used, site access, clearance, access, and security have major impacts on first responders, as well as permitting approach and system operation.
- We will work with equipment manufacturers to support equipment selection based on project needs and alignment with locally adopted codes. Life safety, code compliance, schedule, and cost-effectiveness will drive equipment selection.

1.2 PROJECT APPROACH AND METHODOLOGY

Teamwork, communication, and collaboration are cornerstones of Coffman's philosophy, guiding our approach and methodology. As a multidiscipline firm, Coffman integrated design services, which provide our clients with advantages over working with separate engineering consultants. Integrated design is a process in which each of our design professionals has a vested interest in the other as they develop their design solutions. We work hard at integrating each discipline's priorities into our design schedule.

Direct advantages from integrated design include:

- Improved coordination of contract documents
- Better overall efficiency and economy of the design process
- Fewer change orders during construction
- Single source point of contact
- Minimized coordination efforts required by architect and owner
- Reduced production and drawing costs

Whether Coffman is providing one discipline on a project or multiple, this collaborative mindset permeates each of our project processes. The following represent some of these key processes and methods our team will utilize to complete this project.

PROJECT MANAGEMENT

The Coffman team is comprised of engineers and project managers that are experienced with the successful administration of projects. Our approach puts full responsibility for schedule, budget, quality, and effective communications on the project manager. The project manager serves as a single point of contact between the design team and the City. This responsibility requires particular skils to execute the project well, such as client goal oriented, excellent listener and communicator, the ability to work through challenges, and follow through on exectution.

Our proposed project manager, Matthew Verheul, is adept at working through these project challenges and will align the project team to handle any changes. Matt prides himself in his ability to clearly communicate with clients in a way that is accessible and helpful. He feels that Coffman doesn't realize success until our clients see success. While key milestones for communication and deliverables are provided, we make ourselves available for the unforeseen circumstances so the project can stay on track. If a delay happens due to factors outside our control, we can pivot to rework the schedule.

Project Managment Tools

We utilize robust internal project management tools and techniques to continuously monitor project progress, track costs, and identify potential risks.

SCHEDULE MANAGEMENT

The project manager will monitor the project schedule and provide bi-weekly status reports via email to the City project manager and project stakeholders (or more often depending on the preference of the City). Reports will include current project status, upcoming deliverables, and identify any tasks on the schedule's critical path.

RIGOROUS CHANGE MANAGEMENT

We implement a transparent and rigorous change management process to address unforeseen circumstances or evolving requirements. This includes a formal change request process, impact analysis (on scope, schedule, and budget), and timely communication to all stakeholders.

BUDGET MANAGEMENT

Coffman uses customized accounting and project management software that provides project reports detailing effort spent per task, remaining budget available, and other information to each project manager in real time. This tool provides a continuous view of the project budget status, creates email alerts once key budget thresholds are met, and will be used by our project manager, Matt, to review our team's design effort, assess earned value, and adjust the team's efforts as needed to keep on budget.



1.3 WORK PLAN

Coffman proposes a phased approach for the project development process. This includes evaluating the project's technical requirements to scope the project from a high level, developing a concept, and identifying key components and constraints. Once the project scope is defined, specific design phases and milestones, schedule, and budget can be further developed with input from the City to meet the required milestones for design, bidding, and construction.

We anticipate that Coffman would be the primary point of contact with manufacturers and would guide the City through the design process.

The following phases are included in Coffman's proposed phased approach. The approximate timelines are subject to change pending contract award and the results of the Phase 1 Project Scoping and Preliminary Design.

PHASE 1: PROJECT SCOPING AND PRELIMINARY DESIGN - "PLAN THE WORK"

(Estimated Duration: 4-6 Weeks from Notice to Proceed)

Kick-Off Meeting

Once Coffman is formally authorized to start work, we will notify the project team and prepare for a kickoff meeting. The primary objectives of this meeting will be to:

- Understand project goals and objectives.
- Discuss roles and responsibilities of team members.
- Develop a communication plan, and open lines of communication between project stakeholders to set the stage for a collaborative design process.
- Harness knowledge and experience from people who are familiar with the facility, including City project managers and maintenance and operations staff.
- Gather available project documents (drawings, studies, photos, reports) and upload them to the dedicated project folder that is accessible by all project team members.
- Discuss required codes, permits, and environmental considerations.
- Review the project budget and design schedule and establish a "right-sized" project work plan.

Scope of Work Definition

A review of existing documentation, funding requirements, site visits, and consultations with your project team will be conducted to identify specific scope items, deliverables, and compliance requirements. The intent of the scope of work phase is twofold:

1. **Gain a better understanding, from the City, of the project vision, goals, requirements, and constraints in order to develop a specific design direction for the project.**
2. **Evaluate existing design documentation, identify work required to complete Phase 2, and establish requirements for Engineer of Record responsibilities.**

Coffman proposes starting the project with this scope of work phase because there are inherent risks with the combination of alternative energy technologies, permitting, and milestone dates required for funding that can define project success. This phase will also include the following:

- Systematic review of all City of Spokane provided information.
- Examination of as-built drawings, laser scans, and/or 3D models.
- Comprehensive site visit.
- Formal requests for additional information as needed.
- Engagement with equipment vendors to identify information needed, coordination items, and lead times. For example, we will coordinate with the City and BESS manufacturer to obtain copies of the installation manual, which contain critical design criteria for this project.
- Permitting plan.
- A division of responsibilities (DOR) to identify and clearly delineate project roles and responsibilities, if required.
- Identify Site, Owner, Utility, and AHJ constraints for project.
- Further development of the project schedule. A detailed project schedule will show when necessary background information (ex: installation manuals, existing site information, etc.) is needed from the City and suppliers.

Some “schematic design” may occur during this phase to help answer the following questions and open discussions like:

- Assisting owner with equipment selection and specification, including PV panels, inverters, BESS, and chargers
- Perform PV modeling to determine solar generation and optimal solar panel count and layout.
- Discuss controls and asset deployment to optimize based on City's goals.
- Where is the canopy located, and what is the overall configuration?
- Are there any aesthetic requirements for the canopy?
- Other canopy requirements (ex: roof finishes, if required)?

Following this initial scoping, the scope will be frozen with any subsequent adjustments tracked through a formal Change Management process.

Potential Field Work

During project kickoff and scope development, we will work with the city to determine whether a topographic survey and/or geotechnical site evaluation are necessary. If required, these efforts will be coordinate during Phase 1. Coffman's in-house survey team is available to perform the topographic survey and through an established Master Service Agreement with GeoEngineers, we can also coordinate a geotechnical site evaluation. Alternatively, the City of Spokane may choose to engage a different geotechnical engineer.

Phase 1 Deliverables:

We anticipate Phase 1 deliverables to include the following:

- Drafted narrative summarizing findings and work items.
- Preliminary conceptual site plan, showing general canopy location and layout.
- Detailed scope, division or responsibilities, permitting matrix, and schedule proposal for Phase 2.
- Topographic Survey and/or Geotechnical Evaluation, if required.



We strive to be the ultimate collaborators, helping to redefine and reenvision projects, not just execute them.

PHASE 2: DESIGN, PERMITTING, AND BIDDING – "WORK THE PLAN"

(Estimated Duration: 20 - 24 Weeks From Completion of Phase 1)

With a clear scope, Coffman can begin developing a comprehensive engineering design package aligned with Phase 1. Coffman typically follows a 30%, 60%, 90%, and Issued for Construction ("IFC") design process but is open to other or additional milestones based on your preferences.

30% Design (Interim Design) Tasks and Deliverables

In the interest of meeting the City's project schedule, we have omitted a 30% design and review period from our current schedule. However, we recommend that, if the schedule can be extended to allow for it, a 30% design phase be included.

- Identify long lead items.
- Provide (30%) design drawings showing preliminary design concepts.
- Confirm City of Spokane equipment preferences if several options have been proposed.
- Provide preliminary (30%) specifications.
- Provide a Basis of Design (BOD) summary.

60% Design (Interim Design) Tasks and Deliverables

- Incorporate City of Spokane input from the 30% deliverable (if applicable) and update design elements.
- Finalize selection and location of long lead items and schedules of major equipment, with input from the City of Spokane.
- Provide updated, 60% plans.
- Identify any critical areas for review and discussion with City of Spokane staff.
- Provide 60% specifications.



90% Design (Issue for Permit)

The 90% set will be used for our in-house QA/QC process with the intent of submitting the 90% documents for permit.

- Incorporate City of Spokane input from the 60% deliverable and update design elements.
- Identify any critical areas for review and discussion with City of Spokane staff.
- Provide revised Basis of Design.
- Provide 90% drawings and specifications for review and permit.
- Provide Hazard Mitigation Analysis and other fire protection related documents as required by the AHJ.

Final Design (Issued for Construction)

The final design submittal package will serve as construction and/or bid documents for the project construction. All documents will be signed and sealed by engineers licensed in the State of Washington. The final design deliverables will include the following:

- Final plans, specifications, calculations, and Basis of Design report.
- Final QA/QC and constructability review of the project deliverables.
- Provide Emergency Response Plan, Decommissioning Plan, and other required fire protection related documents as required by the AHJ or Owner.

This phase includes addressing City of Spokane permits and other applicable Authority Having Jurisdiction (AHJ) comments. Contractor bidding support is also captured. Due to potential schedule and permitting timeline constraints, accelerated design milestones may be necessary.

PHASE 3: CONSTRUCTION SUPPORT

(Estimated Duration: To Be Determined Based on Construction Schedule)

Coffman will be available to assist with construction administration services for the project, including response to contractor questions (RFI's), review of submittals, onsite observations and inspections, substantial completion walkthrough, review of contractor pay requests, and closeout. We also can provide as-built record drawings based on contractor markups at project closeout.

1.4 SCHEDULE

Below is an initial design schedule draft. This schedule is a work in progress and makes a number of assumptions regarding information availability, review times, and responses to requests for information. This approach will allow the design of specific parts of the project to be completed and obtain a permit to allow construction to start prior to the completion of design of other aspects of the project. This permitting approach will need to be discussed with the City of Spokane early during Phase 1.

The following schedule is a rough outline based on the staged approach with timeline that was detailed in 1.3 Work Plan.



Project Milestone	Milestone Completion
Receive Notice to Proceed	September 2nd, 2025
Phase 1 - Scoping and Preliminary Design	**October 2025**
Phase 2 - Design, Permitting, and Bidding	
60% Design*	November/December 2025
90% Design/Permit Documents	January 2026
IFC/Bid	February 2026 (pending Permit Review)
Phase 3 - Bid Award and Construction Start	**April 2026**

** As previously stated, we have omitted a 30% design and review period from our current schedule. However, we recommend that, if the schedule can be extended, one be included.*

1.5 SUBCONSULTANTS

Coffman has not included subconsultants on this submittal. We maintain a network of trusted subconsultants and teaming partners with relationships built on proven collaboration, reliability, and aligned standards of quality and communication. We will work with the City to build out the rest of the team as necessary. For example, in collaboration with the City, we may engage subconsultants for architectural or geotechnical services.

2

Management Proposal

COFFMAN ENGINEERS



2. MANAGEMENT PROPOSAL

We care about delivering lasting benefits to our clients and the community we serve.

2.1 EXPERIENCE OF THE FIRM

Coffman is a locally-driven engineering firm reinforced by a national network of 900+ employees offering multidiscipline capabilities. Our teams and processes scale quickly and move nimbly, allowing us to provide engineering solutions that are smart, practical, efficient, and have a positive impact on cost, scope, and schedule. At the start of every new project, we invest time in understanding your goals. From there, we strive to be the ultimate collaborators, helping to redefine and reenvision projects, not just execute them. We have utilized this approach to work directly with the City of Spokane on over 100 projects and thousands within the City's area. Coffman's integrated design solutions and complete design packages are proven to stand the test of time, providing lasting benefits to our clients and our community.

INTEGRATED ALTERNATIVE ENERGY SOLUTIONS

Coffman's alternative energy engineering capabilities bring projects to life, from reducing energy costs to energy solutions for remote locations off the utility grid. Our experience includes stand-alone and building integrated designs; utility-scale to facility-based battery storage systems; ground, roof, and canopy mounted solar arrays (that can also integrate with EV charging infrastructure); and providing multidiscipline design, feasibility studies, permitting, RFP preparation and peer reviews, and serving as an owner's engineer for clients ranging from electric utilities and local/state/federal govenment agencies to developers, independent power producers and industrial/commercial facilities.

RELEVANT SERVICES

Civil Engineering
Structural Engineering
Mechanical Engineering
Electrical Engineering
Fire Protection Engineering
Alternative Energy
Battery Energy Storage Systems
Energy Auditing
Land Surveying
Lighting Design
Project Management
Seismic Engineering
Sustainable Design
Water & Wastewater Services

COFFMAN STATS

23
Office Locations

46
Years in Business

900+
Staff Companywide

CUSTOM SCALED SOLAR PV SOLUTIONS

Coffman has designed solar energy systems for clients located in regions such as rural Alaska, Hawaii, and California. These systems include roof mounted, carport, and ground mounted solar photovoltaic (PV). Including grid connected and stand-alone (off-grid/microgrid) configurations. Many of our solar facility designs are also integrated with battery energy storage systems and can form microgrids. We serve a variety of clients, including electrical utilities, municipalities, public works, the US Department of Defense, school districts, and developers for commercial, industrial, and grid scale systems. Coffman offers multidiscipline engineering services customized to fit your project needs. Our team has the capabilities and experience to provide interconnection packages, concept design, construction documents, design-build assistance, 3rd party review, field verification, and commissioning services.

Services

- Electrical, Structural, and Civil Engineering
- Third Party QC Reviews
- Feasibility Studies
- Preliminary Layouts
- Energy Production Modeling
- Interconnection Designs
- RFP & Bid Package Preparation
- Utility Coordination
- Permit Documents
- Fire Protection Reviews
- Foundation Design
- Facility Inspections
- Owner's Engineer Services
- Canopy and Carport Design

Experience

- Multidiscipline engineering services for ground mounted, carport, and roof mounted solar PV systems from 30 kW to 300 MW
- Design and specification of various PV technologies, modules, inverters, optimizers, and balance of system components
- Application of state of the art PV modeling software to create production estimates that can be accurately scaled to meet project needs
- Owner's engineer, system designer, and/or project developer
- Custom scaled services to meet project needs:
  - Feasibility studies, interconnection drawings, detailed construction documents, construction phase design support, etc.
- Interfacing PV systems with microgrids, BESS, wind, hydrogen, generators, EV chargers, etc.



BATTERY ENERGY STORAGE SYSTEMS (BESS) CAPABILITIES

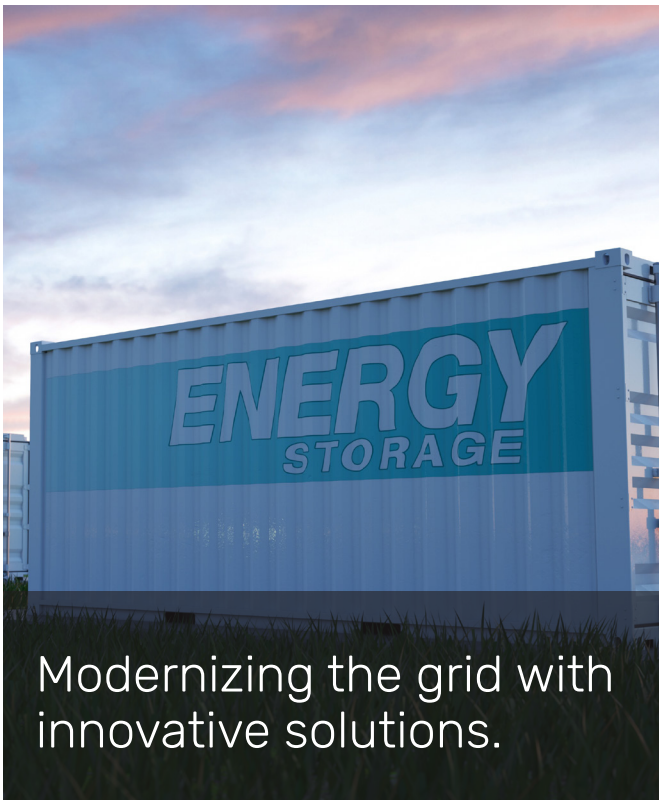
Coffman is an industry leader in Battery Energy Storage Systems (BESS) balance of system design across civil, structural, fire protection, acoustic, and corrosion control engineering. Coffman has more than 70 active battery storage projects in the US and abroad, with an additional 300+ projects completed representing more than 9 GWh of operating plants. Coffman's extensive experience with BESS across nearly all regions in the United States, and with nearly all commercially available integrated and custom solutions on the market today, gives us a unique capability to support clients. Coffman applies our decades of power system engineering on wideranging technologies for utilities, developers, and industrial clients to support stakeholders in the BESS industry with feasibility studies, configurational design, RFP development, AHJ interface, detailed design, construction documentation, and commissioning.

Services

- Configurational Design
- Existing Conditions Evaluations
- Feasibility Studies
- Land Surveying
- Specifications Development
- Energy & Life Cycle Cost Analysis
- RFP / Bid Administration
- Detailed Design Engineering
- Engineer / Designer of Record
- Owner's Engineering & Representation
- Third Party Engineering Peer Review
- Permitting Support & AHJ Interface
- Emergency Response Plan (ERP)
- Fire Department / AHJ Presentations
- Failure Mode and Effects Analysis (FMEA) Review
- Decommissioning Plans
- Hazard Mitigation Analysis (HMA)
- Hazard Consequence Analysis (HCA)
- Factory & Site Acceptance Testing
- Construction Administration
- Commissioning
- System Retrofit
- CFD Modeling & Thermal Heat Transfer

Experience

- Civil, structural, mechanical, electrical, fire protection, and acoustical engineering services for small to large utility scale battery storage and microgrid projects.
- Extensive expertise with thermal runaway and fire code requirements, and AHJ interface.
- Significant projects supporting clients with custom multidiscipline enclosure design engineering.
- Intimate knowledge of the energy storage technology from all of the major manufacturers and experts for optimal site adaptation and balance of system design.
- Understanding of the life safety and code requirements for BESS enclosures, and how to mindfully approach BESS site placement and technology selection.





SUPPORT FOR ELECTRIC VEHICLE CHARGING STATION (EVCS) PROJECTS

Whether you've specified all the equipment, or are just starting to conduct surveys regarding electric vehicle supply equipment use and need, Coffman can provide the critical support to make your project a success. We have supported in implementing electric vehicle charging stations for both new build and retrofits at fuel stations, rest stops, residential housing, governmental buildings, shopping malls, military installations, and other facilities. Our team can assist with feasibility studies, including initial estimates/load studies, configurational layouts, and specifications. Coffman is also prepared to support with arc flash studies and other system studies to ensure project success. We have experience with level 1, 2 and 3 charging stations from various manufacturers. We have also completed 3rd party design reviews, and field verification work.

Services

- Feasibility Studies
- Basis of Design
- Estimations
- System Studies
  - Arc Flash
  - Load Flow
- Foundation Design
- Electrical Design
- Field Verification Services
- 3rd Party Design Review
- Construction Administration Support
- Commissioning Services
- Construction Drawings
- Site Plan
- Signage
- ADA Site Accessibility Studies
- Level 1, 2, & 3 Charging Equipment Selection and Layout

Experience

- Multidisciplinary design effort for electrical, structural, civil, and fire protection design engineering.
- Clients include private companies, larger commercial customers, utilities, and governmental organizations.
- Significant experience with electric vehicle charging stations that are co-located with battery energy storage systems (BESS), or are part of a recent microgrid build out.

2.2 MINIMUM QUALIFICATIONS

SOLAR PV SYSTEM DESIGN EXPERIENCE

Coffman has been providing solar PV engineering solutions for over 20 years on over 200 projects. A brief list of project examples with their year of completion that included PV arrays, located in Spokane, WA, has been provided to document our minimum qualifications:

- Saranac Building | Spokane, WA (2007)
- Appleway Court Senior Housing | Spokane, WA (2010)
- St. Luke's Energy Improvements | Spokane, WA (2015)
- Doris Morrison Learning Center | Spokane, WA (2023)
- MLK Community Center Microgrid and BESS | Spokane, WA (Ongoing)

WASHINGTON STATE LICENSURE

Coffman confirms that we are licensed to do business in the State of Washington and have provided an image example of our license. A pdf copy can be provided upon request.



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Feb 28, 2025

Profit Corporation

Unified Business ID #: 600310893
Business ID #: 001
Location: 0002
Expires: Feb 28, 2026

COFFMAN ENGINEERS, INC.
STE 500
221 N WALL ST
SPOKANE WA 99201-0824

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS #T12020042BUS - ACTIVE

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 600310893 001 0002

COFFMAN ENGINEERS, INC.
STE 500
221 N WALL ST
SPOKANE WA 99201-0824

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS #T12020042BUS - ACTIVE

Expires: Feb 28, 2026

Director, Department of Revenue

2.3 ROLES AND RESPONSIBILITIES

The Coffman team is led by Spokane office employees and supported by alternative energy Subject Matter Experts (SME's). Our key personnel identified in this SOQ have the qualifications and experience required to successfuly deliver this PV, BESS, and EV Charging project for the City.

CONFIRMATION OF TEAM REQUIREMENTS

- All team members identified have committed that they have the availability neccessary to complete the work this project requires.
- Coffman confirms that the key team members listed will actually perform the work in their assigned roles, and any staff substitution will require prior approval by the City.
- Percentage of time each person will be assigned to the project is noted in their individual sections.

MEET THE TEAM



Matthew Verheul | Project Manager/Lead Electrical Engineer | 18 Years' Experience

As an electrical engineering Project Manager in the Spokane office and project manager for this project. Matthew will have prime responsibility and authority for the work, with support from Kurt Niven as Principal-in-Charge. Matthew will be responsible for coordinating the engineering services on a daily basis and correspondence with the project team. He will coordinate Coffman's deliverables, the review process with the City, site visits, and the project schedule. He will participate in all coordination meetings and perform the necessary project management tasks as required. Matthew will be the bridge that links communication from the City to the engineering team and will identify additional resources as needed.

Why Matthew? Matthew is the Spokane lead for solar/photovoltaic projects and has a deep understanding of how to implement this technology in a variety of applications. His multidiscipline project managment experience will benefit the team's approach and processes.

Time Assigned to the Project - 30%



Kurt Niven, PE, LEED AP | Principal-in-Charge/Electrical Engineer of Record/EV Charging SME 39 Years' Experience

Kurt is a principal electrical engineer in the Spokane office and will serve as both Principal-in-Charge and EV charging SME. As Principal-in-Charge Kurt will confirm that all project requirements are met. In addition to supporting technical decisions, Kurt will manage internal staffing support, and any business items that may arise such as contractual matters and project controls. Kurt will also provide oversight of the work being performed by Coffman and delivered to the City of Spokane.

In his role as EV Charging SME, Kurt's responsibilities will include assisting with technology selection and application, electrical and safety code compliance, and quality control review.

Why Kurt? With decades of experience working in Spokane, Kurt's understanding of energy conversion projects and project management of City projects are directly applicable to his role as Principal-in-Charge and electric vehicle charging SME.

Time Assigned to the Project - 10%



Brian Dersch, PE, LEED AP | Electrical Photovoltaic SME | 20 Years' Experience

Brian is a Senior Discipline Manager in Coffman's San Diego office and also is our company-wide Solar PV Technology Champion. Brian will provide technical guidance for system selection, integration of the PV systems, and engineering drawing review. Brian will work directly alongside Matthew and Kurt to make sure the system meets performance, safety, and sustainability goals of the City.

Why Brian? As the company-wide solar specialist, Brian is involved in all things photovoltaic, consistently demonstrating deep technical knowledge, innovative problem-solving, and a strong track record of delivering impactful renewable energy solutions.

Time Assigned to the Project - 5%



Emily Sackmann, PE, SE | Lead Structural Engineer | 10 Years' Experience

Emily Sackmann is a Senior Engineer in Spokane's structural engineering department and will serve as the lead structural engineer for the project. She will lead structural engineering design and be involved in overseeing the day to day production of design documents, structural calculations, reports, analyses, and other deliverables to the City. She will support the project manager, Matthew, by providing insight and knowledge of structural systems based on her experience working for various utilities and public sector clients.

Why Emily? Emily is the current project manager for the ongoing MLK Community Center Microgrid and BESS project in Spokane and frequently leads or collaborates on Spokane's alternative energy work. Her past experience and well-established relationship with Avista will positively impact this team and project.

Time Assigned to the Project - 20%



Jeff Mitchell, PE, SE | Stuctural Engineer of Record | 18 Years' Experience

A Principal Structural Engineer and Coffman Spokane's General Manager, Jeff will act as the structural engineer of record for this project. He will support Emily with technical decisions, and help manage internal structural staffing support. Jeff will also serve as the internal reviewer for Coffman's structural deliverables and provide oversight of the work being performed.

Why Jeff? Jeff has an industrial background and is familar working in this type of facility. His emphasis on attention to design detail, project constructability, understanding the owners' and contractors' needs and challenges make him a beneficial asset.

Time Assigned to the Project - 10%



Fred Barker, PE, SE | Structural Photovoltaic SME | 14 Years' Experience

Fred Barker is a Principal Structural Engineer and Coffman Seattle's General Manager. With a wealth of knowledge when it comes to canopy mounted PV systems, he will provide technical guidance and assistance as the structural photovoltaic SME.

Why Fred? Fred has direct applicable experience designing structural systems for carport canopy structures that hold PV arrays and infrastructure which Emily and Jeff can utilize when designing this project.

Time Assigned to the Project - 5%



Calley Valicoff, PE | Lead Civil Engineer | 9 Years' Experience

Calley will serve as the Lead Civil Engineer throughout this project, with responsibilities that include performing site visits, preparing reports, conducting calculations, developing civil drawings, and writing specifications. She will also lead the site layout, working with each discipline to maximize spacial efficiency while maintaining code and manufacturer requirements. Calley will make sure that all civil engineering aspects are addressed, providing oversight to maintain project quality and consistency.

Why Calley? Calley is the Spokane office's lead for all things renewable energy and sustainable design. She provides overall direction and strategy regarding the energy market while also managing several projects at any given time.

Time Assigned to the Project - 20%



You can expect a local team with on-call responsiveness and a process customized to your project.



Carston Mortenson, PE, DBIA | Civil Engineer of Record | 25 Years' Experience

Carston is a Principal Civil Engineer in our Spokane office, serving as civil engineer of record. He will provide support and civil resources to Calley, making sure the project is adequately staffed. Carston will also provide Quality Control and Quality Assurance review for civil deliverables.

Why Carston? Having worked on hundreds of projects within the City of Spokane, Carston is well acquainted with your processes and requirements.

Time Assigned to the Project - 10%



Dale Jenkins, CFPS, FFII, NICET II | Lead Fire Protection Designer | 21 Years' Experience

Dale leads Coffman's Spokane fire protection engineering department and will serve as fire protection design lead, providing fire protection code requirments to direct project decisions and developing fire protection design documents.

Why Dale? Dale's understanding of the Washington State Fire Codes and boots on the ground support will allow the team to navigate complex fire protection challenges with ease

Time Assigned to the Project - 20%



Mark Gouveia, PE | Fire Protection Engineer of Record | 30 Years' Experience

Fire Protection Principal, Mark Gouveia, will serve as fire protection engineering of record, providing quality assurance/quality control (QA/QC) for work on this project. He will be providing quality control for tasks received during the project and is committed to reviewing all design submittals prior to submission.

Why Mark? Mark is a company leader for fire protection engineering services for alternative energy projects and possess a deep understanding of the potential risks of these relatively new types of technologies. The team will be able to leverage his unique experience to design the site layout and safety measures required for this type of work.

Time Assigned to the Project - 10%

CORPORATE SUBJECT MATTER EXPERTS



Tony SlatonBarker, PE, SE, LEED AP | Vice President, Principal, Energy & Sustainability | 31 Years' Experience

Tony is a firm Principal and Corporate Vice President of Energy and Sustainability, collaborating with technology champions across all offices and coordinating with technical leads for energy planning and engineering needs. He will be an additional resource that the team can pull in to help capture company wide lessons learned on similar projects and coordinate additional corporate support if needed.

Why Tony? As VP of Energy and Sustainability, he manages and supports Coffman's renewable and alternative energy projects companywide and is dedicated to energy security and efficiency.

Time Assigned to the Project - 5%



Martin Miller, PE | Microgrid SME | 21 Years' Experience

As a Senior Project Manager and Coffman's Microgrid Technology Champion, Martin will be available to the project team to support design decisions and the integration of the PV, BESS, and EV charging infrastructure into one harmonious system.

Why Martin? Prior to joining Coffman in 2013, Martin was responsible for design and construction of renewable energy projects for an electric utility company operating primarily in isolated microgrids throughout rural Alaska. His diverse background gives him a broad perspective of industry trends, cost drivers, constraints, and best practices for microgrid projects across a range of market sectors and geographic locations.

Time Assigned to the Project - 5%



Mitch Zafer, PE, PMP | Battery Energy Storage Systems SME | 19 Years' Experience

Mitch is a principal in our Seattle office while simultaneously acting as Coffman's Corporate Manager for Energy Storage. As the team's BESS SME, Mitch will support the design and quality control with his exensive knowledge of current energy storage technologies, chemistries, fire protection performance, testing, operational parameters, and regulations.

Why Mitch? Mitch serves as Coffman's Corporate Manager for Energy Storage. Leveraging energy development and power systems engineering experience since 2006, he supports projects across the company with management, design, and quality control.

Time Assigned to the Project - 5%



COFFMAN ENGINEERS

MATTHEW VERHEUL

Project Manager, Electrical Engineering



Years of Experience: 18

Education

BS Electrical Engineering,
University of Washington

PROFESSIONAL EXPERIENCE

Matthew Verheul has served as electrical lead, providing engineering and design services, for a wide range of projects throughout the United States. Matthew is experienced in all aspects of electrical design, including power distribution, lighting, communications, security, and alternative energy solutions, while completing projects in markets ranging from industrial and commercial, to education, healthcare, civil, and government. He is well-versed in the latest electrical codes including the ever-evolving energy codes. Serving as project manager on numerous projects, Matthew has demonstrated an ability to adhere to ambitious schedules and budgets while fostering great client relationships and corporate partnerships.

PROJECT EXPERIENCE

City of Spokane On-Call | Spokane, WA

On-call electrical engineering services for the City of Spokane from 2019 - 2020 which included parking lot lighting improvements at the water department, addition of site lighting along the Clarke Avenue pedestrian trail, addition of a low volume storm lift sump and pumpat CSO 22, performing Short Circuit, Protective Device Coordination, and Arc Flash Hazard Analysis studies for the new CSO 26.

Stoops Freightliner PV+BESS Microgrid | Indianapolis, IN

Project manager for the Stoops Freightliner new facility that supports their transition to an electric fleet. The facility is all-electric and consists of three separate electric utility meters. Coffman provided design services for a new microgrid system which includes a 750 kW BESS and two separate roof-mounted PV arrays totaling 750 kW. The new microgrid offsets utility energy use and exports excess PV generation via net-metering.

Green Valley Poultry Farm PV+BESS Microgrids | Abingdon, VA

Project manager for the civil, electrical, mechanical, and structural design to support the installation of PV+BESS with natural gas generator and microgrid control at the Green Valley Poultry farm in Abingdon, VA. The design includes a 1MW ground mounted PV system.

MLK Community Center Microgrid and BESS | Spokane, WA

Electrical engineering for the project that will support the Dr. Martin Luther King Jr. Community Center to be able to act as a neighborhood resiliency center with the installation of a new microgrid that includes photovoltaic, battery storage, EV charging, and natural gas generators.

COFFMAN ENGINEERS

MATTHEW VERHEUL

Project Manager, Electrical Engineering

Continued Resume

Temecula Valley Unified School District K-8 Steam Academy PV+BESS | California

Project manager for the structural and electrical engineering services for Phase 2 of the installation of two roof-mounted solar PV arrays for Temecula Valley Unified School District (TVUSD). The capacity of the entire system including Phase 1 and Phase 2 is approximately 500 kW. Power from the array ties into the existing PV and BESS switchboard installed in Phase 1. The new rooftop modules were mounted on the same racking system from Phase 1 and connected to the standing seam roof with standing seam roof connectors specified in Phase 2.

Spokane Transit Authority BNWG Battery Electric Bus (BEB) Charging Infrastructure | Spokane, WA

Project manager for electrical, and structural engineering services for Spokane Transit Authority's (STA) Boone Northwest garage. STA has increased its fleet of battery-electric buses (BEB) and requires additional slow charging capacity. This project included the addition of (10) DC chargers, mounted above the garage floor and motorized cord reels.

Culver City Electric Bus PV Canopy | Culver City, CA

Electrical engineering for the project which included electrical and structural engineering for a solar photovoltaic (PV) system installation at the Culver City Transportation center in Culver City, CA. This PV system consists of a total of 660 solar PV modules which equates to a system size of 327kW DC. Half of the system is mounted on the roof with a ballasted mounting system and the other half is mounted on a space-frame canopy structure over city bus refueling stations utilizing a custom structural mounting system.

Mortenson BESS - Confidential Developer | Southern California

Electrical engineering supporting the design, fabrication, permitting, and construction of the largest solar and energy storage project in the United States. The project spans 4,600 acres comprised of 1.9 million First Solar panels. It has a capacity of 875 MWdc solar, nearly 3.3 GWh of energy storage, and has a 1.3 GW interconnection capacity. Coffman provided structural, electrical, mechanical, fire protection, and acoustical engineering services to support the project's EPC (Engineer, Procure, Construct) contractor, Mortenson with third party engineering reviews and design support for multiple different BESS enclosures.

Federal Reserve Electrification and Renewable Energy Studies | Various Locations

Electrical engineering to provide the Federal Reserve with a comprehensive study for five of the major Federal Reserve Facilities, including Seattle, San Francisco, Los Angeles, Phoenix, and Salt Lake City. For each site, Coffman evaluated the implementation of a rooftop PV system and Battery Storage (BESS), as well as assessed the feasibility of converting natural gas equipment to electric and installing EV charging stations. The final study included analysis of the existing utility service and data, existing electrical distribution systems, and the suitability for installation of renewables. Coffman provided proposed interconnection and one-line details, equipment specifications, high-level cost estimates with projected savings, and overall project recommendations.

ADDITIONAL RELEVANT EXPERIENCE

- BoxPower Pyramid Lake PV+BESS | California
- BoxPower Burnt Peak PV+BESS | California
- Spokane County Trailhead Solar Light & Webcam Design | Spokane Valley, WA

COFFMAN ENGINEERS

KURT NIVEN, PE, LEED AP

Principal-in-Charge/EV Charging SME, Electrical Engineering



Years of Experience: 39

Education

MBA, University of Southern California

BS Electrical Engineering, California Polytechnic State University, San Luis Obispo

Professional Licenses

WA, Electrical, #35123 (licensed in 15 other states)

NCEES, #18-148-92

LEED AP

Professional Organizations

U.S. Green Building Council

Institute of Electrical and Electronics Engineers

PROFESSIONAL EXPERIENCE

Kurt oversees all alternative energy projects for the Spokane electrical department, including stamping and reviewing drawings. He has experience designing and overseeing the design of power distribution, instrumentation, and controls for a wide range of industrial projects. These have included the oil and gas, metals manufacturing, water and wastewater, and wood products industries. He is a LEED Accredited Professional and was the lead electrical engineer for a conversion of a vacant hotel into a mixed-use building that achieved a LEED Platinum rating. Sustainable energy features included a photovoltaic array on the roof and advanced lighting controls incorporating occupancy and daylight sensing. Kurt regularly works with electric utilities to design his projects to meet the requirements of their energy efficiency programs. This often results in the Owner receiving a significant rebate check from the utility at project completion.

PROJECT EXPERIENCE

COIL EV Charging Stations | Various Locations

Principal-in-Charge and project manager for electrical engineering services for the third-party electrical review for the installation of Level 2 and Level 3 EV chargers at corporate headquarters, office buildings, schools, medical facilities, and multi-family residential buildings. These have included 172 locations across the U.S. in 22 states.

MLK Community Center Microgrid and BESS | Spokane, WA

Principal electrical engineer for the project that will support the Dr. Martin Luther King Jr. Community Center to be able to act as a neighborhood resiliency center with the installation of a new microgrid that will include solar generation, battery storage, EV charging, and natural gas generators.

Central Valley School District EV Chargers (10 Schools) | Spokane Valley, WA

Principal-in-Charge of electrical designfor the installation of two EV charging stations at ten schools throughout the Central Valley School District.

Benton Rurural Electric Association Administration Building | West Richland, WA

Principal-in-Charge of electrical design for a 17,000 sf office building which included a solar PV parking canopy system.

Portland Airport EV Charging | Portland, OR

Principal-in-Charge of electrical design for installation of EV chargers at the Portland Airport rental car center.

COFFMAN ENGINEERS

KURT NIVEN, PE, LEED AP

Principal-in-Charge/EV Charging SME, Electrical Engineering

Continued Resume

Green Valley Poultry Farm PV+BESS Microgrids | Abingdon, VA

Principal-in-Charge for the electrical design to support the installation of PV+BESS with natural gas generator and microgrid control at the Green Valley Poultry farm in Abingdon, VA. The design includes a 1MW ground mounted PV system.

Amazon Electrical Service Upgrade | Airway Heights, WA

Principal-in-Charge for third-party review of electrical drawings of an electrical service upgrade to support electric fleet vehicle charging at Spokane distribution facility.

Stoops Freightliner PV+BESS Microgrid | Indianapolis, IN

Principal electrical engineer for the Stoops Freightliner new facility that supports their transition to an electric trucking fleet. The facility is all-electric and consists of three separate electric utility meters. Coffman provided design services for a new microgrid system which includes a 750 kW BESS and two separate roof-mounted PV arrays totaling 750 kW. The new Microgrid offsets utility energy use and exports excess PV generation via net-metering.

Doris Morrison Learning Center | Spokane Valley, WA

Principal electrical engineer for a $2M, 4.000 sf Environmental Learning Center. In addition to classrooms and exhibit space inside, an additional 2,000 sf of covered learning space outside of the building was made available for teachers and students. Electrical design included power, lighting, and low voltage systems. Solar panels were located on the roof of the building and the power generated was linked to a display in the building for learning purposes.

City of Spokane Water/Wastewater Facility | Spokane, WA

Principal electrical engineer to help layout the site and buildings for the new combined water and wastewater facility at the N. Foothills site for the City of Spokane. This included examining options for a welding shop at the Nelson complex and provisions and remaining space for a potential new middle school for SPSD on the remainder of the N. Foothills site.

Packaging Corporation of America Solar Power | Richland, WA

Principal-in-Charge and project manager for a study for adding ground-mounted photovoltaic panels to produce solar power for the manufacturing facility to meet a clean power corporate initiative.

Temecula Valley Unified School District K-8 Steam Academy PV+BESS | California

Principal electrical engineer for Phase 2 of the installation of two roof-mounted solar PV arrays for Temecula Valley Unified School District (TVUSD). The capacity of the entire system including Phase 1 and Phase 2 is approximately 500 kW. Power from the array ties into the existing PV and BESS switchboard installed in Phase 1. The new rooftop modules were mounted on the same racking system from Phase 1 and connected to the standing seam roof with standing seam roof connectors specified in Phase 2.

ADDITIONAL RELEVANT EXPERIENCE

- City of Pullman Bus Charging Stations | Pullman, WA
- Washington Department of Ecology Eastern Region Office Parking and EV Charging Stations | Spokane, WA
- LandCare Electrification-Phase 1 for Electric Vehicles | Santa Ana, CA

COFFMAN ENGINEERS

BRIAN DERSCH, PE, LEED AP

Photovoltaic SME, Electrical Engineering



Years of Experience: 20

Education

BS, Electrical Engineering, Minor Mathematics, Northern Illinois University

Professional Licenses

CA, Electrical, #E19539

OR, Electrical, #97446PE

LEED AP

Professional Organizations

Society of American Military Engineers (SAME)

Design Build Institute of America (DBIA)

PROFESSIONAL EXPERIENCE

Brian has over 20 years of experience in electrical engineering for the construction industry and 15 years of experience with renewable energy projects. As a LEED accredited professional and electrical engineer, Brian teams up with owners, engineers, contractors, and architects to solve complex engineering and lighting design challenges for municipal, transportation, educational, commercial, and government projects. His primary focus is designing power and lighting systems for construction projects with an emphasis on energy efficiency, renewable energy, and customer service. He thrives on complex projects with tight timeframes and is passionate about helping clients in both the public and private sectors reach their project goals. Brian's past experience working for contractors helps him approach projects from a value engineering and constructability standpoint.

PROJECT EXPERIENCE

Culver City Electric Bus PV Canopy | Culver City, CA

Project manager for the project which included electrical and structural engineering for a solar PV system installation at the Culver City Transportation center in Culver City, CA. This PV system consists of a total of 660 solar PV modules which equates to a system size of 327kW DC. Half of the system is mounted on the roof with a ballasted mounting system and the other half is mounted on a space-frame canopy structure over city bus refueling stations utilizing a custom structural mounting system.

Confidential Developer, PV Support | Corcoran, CA

Project manager for electrical engineering to support the addition of PV and BESS to 8 sites for the City of Corcoran. Coffman provided electrical engineering design of ground-mounted PV, roof-mounted PV, and carport PV systems, BESS, and related interconnection equipment. The PV systems ranged in size from 66 kWDC to 695 kWDC, and the BESS system ranged from 186 kWh to 372 kWh.

Costco PV+BESS | Various Locations

Electrical engineering for off-grid electrical solutions for multiple Costco warehouse stores and distribution centers across the country, including EV charging infrastructure. Photovoltaic (PV) systems for the various sites range from 0.2 MW to 12.5 MW, with energy stored in Battery Energy Storage System (BESS) units in total site capacity ranging from 0.25MWh to 23.5 MWh. PV arrays are supported by a mixture of parking canopies, solar walls, roof-mounted racking, and ground-mounted racking. The structural scope included engineering design for the canopies and solar walls. Coffman also provided miscellaneous fire protection consulting and commissioning of the electrical systems. Locations include: Washington, California, Connecticut, Florida, and Hawaii.

COFFMAN ENGINEERS

BRIAN DERSCH, PE, LEED AP

Photovoltaic SME, Electrical Engineering

Continued Resume

San Diego Unified School District Roosevelt Middle School WSM | San Diego, CA

Project manager for electrical engineering services for various phases of the Roosevelt Whole Site Modernization project which includes the design of a 471.1kW DC@STC PV system and a 120kW/240kWh BESS, connecting to an existing medium voltage campus style electrical distribution system. Coffman performed an initial site inspection and developed an overall, existing single line diagram for the entire campus showing the existing PV system on-site.This was used as a basis for the remainder of the design efforts. The team then reviewed existing power consumption and generation data supplied by the School District, performed calculations, and was able to determine an estimated, future energy consumption profile after the campus upgrades were completed. Using this value as a benchmark, we designed a solution to offset 100% of the projected power consumption with new, canopy mounted PV carports that would be installed in a new parking lot. Due to the complicated nature of the existing campus upgrades, portions of the existing PV system also needed to be demolished. In addition, a BESS system was proposed to meet Title 24 requirements.

City of El Cajon Public Safety Center | El Cajon, CA

Project manager for design of renewable energy systems at the existing City of El Cajon Public Safety Center. This included the design of a 453.7kW DC PV system and a 250 kW/556kWh BESS. The PV system was split between rooftop, carport, and parking garage mounted PV systems. Through innovative project design, reused a portion of the existing PV system that was non-performing. Performed electrical engineering in-house and engaged structural engineering and access consulting through the use of subconsultants.

Federal Reserve Electrification and Renewable Energy Studies | Various Locations

Project manager for electrical engineering services to provide the Federal Reserve with a comprehensive study for five of the major Federal Reserve Facilities, including Seattle, San Francisco, Los Angeles, Phoenix, and Salt Lake City. For each site, Coffman evaluated the implementation of a rooftop PV system and BESS, as well as assessed the feasibility of converting natural gas equipment to electric and installing EV charging stations. The final study included analysis of the existing utility service and data, existing electrical distribution systems, and the suitability for installation of renewables. Coffman provided proposed interconnection and one-line details, equipment specifications, high-level cost estimates with projected savings, and overall project recommendations.

ADDITIONAL RELEVANT EXPERIENCE

- Confidential Developer, Solar PV+BESS Support (Eight Sites) | California
- Linfield Christian PV | Temecula, CA
- Temecula Valley Unified School District K-8 Steam Academy PV+BESS | California
- La Puente Activity Center PV | La Puente, CA
- Porterville PV Interconnection | Porterville, CA
- SWAP SDUSD 8 PV Sites | San Diego, CA
- Dahlin SDUSD PV 9 Sites | San Diego, CA
- HMC SDUSD 5 PV Sites | San Diego, CA
- San Diego Unified School District Group 5 PPO MOC Fac Solar | San Diego, CA
- EMOTC Bus Charging Station Review | Potomac, MD
- Green Valley Poultry Farm PV+BESS Microgrids | Abingdon, VA

COFFMAN ENGINEERS

EMILY SACKMANN, PE, SE

Lead Engineer, Structural Engineering



Years of Experience: 10

Education

BS Civil Engineering, Gonzaga University

Professional Licenses

WA, Civil/Structural, #57007

Professional Organizations

President, Vice President, Member, Structural Engineers Association of Washington

Adjunct Faculty Member, Gonzaga University

PROFESSIONAL EXPERIENCE

Emily provides client-focused structural engineering solutions that balance constructability, cost efficiency, and project schedule. Emily's project experience includes hydroelectric, alternative energy, military, manufacturing, maintenance facilities, heavy civil, and construction aids in addition to a background in commercial construction. Emily has extensive experience with structural steel, cast-in-place concrete, precast concrete, masonry, and wood construction. She takes an active role in multidiscipline project management and subconsultant management in addition to working with equipment suppliers, making sure all aspects of a project are well-coordinated and executed. She enjoys working on projects that serve communities and provide opportunities for growth, always striving to benefit all members of the team through effective communication and collaboration.

PROJECT EXPERIENCE

MLK Community Center Microgrid and BESS | Spokane, WA

Project manager and structural engineer for the Dr. Martin Luther King Jr. Community Center project which will will act as a neighborhood resiliency center due to the installation of a microgrid. The microgrid will support the resiliency of the year-round services offered by the MLK Center by allowing the center to serve as a community shelter during extreme weather and other non-weather-related emergencies. The new microgrid will include solar generation, battery storage, EV charging, and natural gas generators.

Coffman's scope of the project includes structural, civil, electrical, and fire protection engineering design services for the interconnection of the microgrid system components, layout, foundations, and barrier walls for the microgrid system components (excluding PV) as well as provisions for the microgrid switchboard with utility tie-in, generator, and BESS isolation transformer.

Washington State University Wenatchee Sunrise Orchard Solar Array | Wenatchee, WA

Structural engineer for the design a programmable solar array at the Sunrise Orchard located in Wenatchee, WA. The solar array will be installed over 3 plots of apple trees (DAV 1) and 1 plot of future trees (DAV 2) with a total area of approximately 1 acre. The project is funded by a Washington Department of Commerce Grant.

The project includes a proprietary superstructure that will be supported on micropiles in the existing orchards (DAV 1) and shallow spread footings at the new orchards (DAV 2). Careful layout of the superstructure's posts is required to optimize shade on the trees and reduce the amount of trees removed during construction.

COFFMAN ENGINEERS

EMILY SACKMANN, PE, SE

Lead Engineer, Structural Engineering

Continued Resume

Avista Utilities On-Call | Spokane, WA

Project manager and lead structural engineer for engineering services on an on-call basis with Avista's Downtown Network from 2016 to present, providing structural services, including design, permitting, and construction administration for transformer vaults and other miscellaneous structures throughout Avista's Downtown Network. Projects have included construction of new above-grade and below grade vaults as well as repairs and renovations of existing below-grade vaults, in addition to a few small, miscellaneous structures. Often, vaults are located under public sidewalks or streets, so special consideration is given to the vault lid layouts to provide access for Avista's crews, adequate ventilation, debris prevention, potential vehicle loading or parking, and public safety. Vaults are also often located adjacent to other buildings and major utilities downtown, requiring creative construction solutions to protect existing infrastructure and accommodate the adjacent businesses and building owners. Structural designs have included cast-in-place concrete, precast concrete, concrete masonry (CMU), and/or steel elements. The vault designs include removable precast pieces for future access and maintenance requirements.

Coffman's structural group has provided project management in addition to structural engineering services. Coffman's mechanical and electrical groups have provided ventilation and lighting design on select vault projects, and Coffman civil/survey group has surveyed, scanned, and provided grading and storm water consultation on select vaults.

SunPhase II BESS | Arizona

Structural engineer for design at two BESS sites in Arizona. Site one is a proposed 41 MW/ 164MWh site, and site two is proposed 19MW/ 76MWh. Structural design included mat foundations and drilled concrete piers for BESS and other electrical equipment.

One Spokane Stadium | Spokane, WA

Structural engineer for a $30M, 5000 seat stadium with support buildings housing utility spaces, locker rooms, restrooms, press box, concessions, guest services, lobby spaces, and concourse access to the stadia seating. Construction consists of load bearing concrete masonry unit and concrete walls supporting precast hollow core planks at the concourse level, steel framing for the upper levels, including the press box, and steel framing supporting stadia grandstand seating.

Figgins Winery

Lead structural engineer for approximately 10,000 sf, two-story, high-end winery. Design included concrete tilt-up panels, steel-framed floor with concrete over metal deck, and wood-framed tasting room. The project includes steel-framed crush pad canopy supported by the main building as well as on micropiles located directly behind a soil nail retaining wall. The canopy roof is at the same elevation as the tasting room floor and is designed to be converted into outdoor patio space in the future, providing an extension of the tasting room and views of the surrounding winery.

ADDITIONAL RELEVANT EXPERIENCE

- Confidential 100 MW/400 MWh BESS | TX
- Confidential Developer - BESS Site | Long Island, NY
- Ash Grove Cement Spokane Terminal Rail (Canopy Modification) | Spokane, WA
- Liberty Lake Regional Park (Custom Picnic Shelters and Canopies) | Liberty Lake, WA

COFFMAN ENGINEERS

JEFF MITCHELL, PE, SE

Engineer of Record, Structural Engineering



Years of Experience: 18

Education

BS Civil Engineering, University of Idaho

MEng Civil Engineering, University of Idaho

Professional Licenses

WA, Civil/Structural, #47708 (licensed in 12 other states)

NCEES, #12-520-60

Professional Organizations

Structural Engineers Association of Washington (Past Spokane Chapter President)

American Institute of Steel Construction

PROFESSIONAL EXPERIENCE

Jeff has designed a variety of industrial, commercial, healthcare, education, and residential building projects utilizing wood, cast-in-place, tilt-up and post-tensioned concrete, masonry, and steel construction materials. He has participated in design of multiple sustainable building systems. Jeff maintains an ongoing line of communication between the owner and/or contractor from project inception through completion and emphasizes attention to design detail and project constructability. His ability to understand the owners' and contractors' needs and problems, as well as providing timely construction support, makes him a valuable part of the construction team.

PROJECT EXPERIENCE

MLK Community Center Microgrid and BESS | Spokane, WA

Principal structural engineer for the project that will support the Dr. Martin Luther King Jr. Community Center to be able to act as a neighborhood resiliency center with the installation of a new microgrid that will include solar generation, battery storage, EV charging, and natural gas generators.

Coyote Ridge Solar Panel Study | Connell, WA

Project manager and structural engineer for a structural analysis of a 30,000 sf, single story warehouse structure with a steel bar joist roof and metal deck on masonry, for the Coyote Ridge Corrections facility to determine the feasibility of installing solar panels on the roof.

WSU Wenatchee Sunrise Orchard Solar Array | Wenatchee, WA

Principal structural engineer for the design a programmable solar array at the Sunrise Orchard located in Wenatchee, WA. The solar array will be installed over 3 plots of apple trees (DAV 1) and 1 plot of future trees (DAV 2) with a total area of approximately 1 acre. The project is funded by a Washington Department of Commerce Grant.

The project includes a proprietary superstructure that will be supported on micropiles in the existing orchards (DAV 1) and shallow spread footings at the new orchards (DAV 2). Careful layout of the superstructure's posts is required to optimize shade on the trees and reduce the amount of trees removed during construction.

Arauco Building Addition | Spokane, WA

Structural engineer for the design of an independent canopy over a truck offloading dock at an industrial facility. Fall protection anchors were located on the bottom side of the steel canopy to allow for safe offloading on tractor trailers. The canopy cantilevered from two columns near the existing building and supported snow drift loading in addition to the fall arrest anchorage.

COFFMAN ENGINEERS

JEFF MITCHELL, PE, SE

Engineer of Record, Structural Engineering

Continued Resume

Avista Utilities On-Call | Spokane, WA

Principal structural engineer for engineering services on an on-call basis with Avista's Downtown Network from 2016 to present, providing structural services, including design, permitting, and construction administration for transformer vaults and other miscellaneous structures throughout Avista's Downtown Network. Projects have included construction of new above-grade and below grade vaults as well as repairs and renovations of existing below-grade vaults, in addition to a few small, miscellaneous structures. Often, vaults are located under public sidewalks or streets, so special consideration is given to the vault lid layouts to provide access for Avista's crews, adequate ventilation, debris prevention, potential vehicle loading or parking, and public safety. Vaults are also often located adjacent to other buildings and major utilities downtown, requiring creative construction solutions to protect existing infrastructure and accommodate the adjacent businesses and building owners. Structural designs have included cast-in-place concrete, precast concrete, concrete masonry (CMU), and/or steel elements. The vault designs include removable precast pieces for future access and maintenance requirements.

Coffman's structural group has provided project management in addition to structural engineering services. Coffman's mechanical and electrical groups have provided ventilation and lighting design on select vault projects, and Coffman civil/survey group has surveyed, scanned, and provided grading and storm water consultation on select vaults.

Post Falls Landing | Post Falls, ID

Project manager and lead structural engineer for the Post Falls Landing project, which consisted of design for a new park and recreational area adjacent to the north channel of the Post Falls Hydroelectric Development (HED). Design included a concrete staging area, crane pad for loading barges in the river, cantilevered retaining wall at the water's edge, roadway, utilities, grading, site electrical, and lighting. The recreational facility included a plaza with a synthetic-turf amphitheater with seating for up to 165 people and a small stage. Avista wanted a space that was functional for their needs at the dam. The City of Post Falls wanted a recreational area for the development that would be useful and beautiful for the community. The design produced a coordinated blend of each stakeholder's needs into a beautiful and functional park. Coffman Engineers provided land surveying, civil, electrical, and structural engineering services for the project.

ADDITIONAL RELEVANT EXPERIENCE

- Confidential 100 MW/400 MWh BESS | TX
- Stoke Space Technologies Canopy | Moses Lake, WA
- Good Year Canopy Footings | Spokane, WA
- Ash Grove Cement Spokane Terminal Rail (Canopy Modification) | Spokane, WA
- Liberty Lake Regional Park (Custom Picnic Shelters and Canopies) | Liberty Lake, WA
- Riverfront Park Ice Age Floods Playground | Spokane, WA
- Spokane Valley Fire Department Maintenance Facility | Spokane Valley, WA

COFFMAN ENGINEERS

FRED BARKER, PE, SE

Photovoltaic SME, Structural Engineering



Years of Experience: 14

Education

MS Civil Engineering, Washington State University

BS Civil Engineering, Washington State University

Professional Licenses

WA, Civil/Structural Engineer, #50825

Also licensed in: CA, HI, MT, Guam

Professional Organizations

Member, Structural Engineers Association of Washington (SEAW)

Member, Society of American Military Engineers (SAME)

PROFESSIONAL EXPERIENCE

Fred is a principal structural engineer with extensive structural design, project management, and client/program management experience for design-build and design-bid-build projects. He has design experience in healthcare, higher education, federal, industrial, commercial, and renovation projects involving a wide variety of building materials and structural systems both current and historic. This includes multidiscipline coordination, analysis and retrofit of existing buildings, seismic evaluations and analyses, design for new ground-up buildings, and design for tenant improvements. Having worked with a wide variety of clients, Fred is very effective at bringing practical and innovative solutions to projects based on clients' unique needs.

PROJECT EXPERIENCE

Costco PV+BESS | Various Locations

Structural engineer and engineer of record for off-grid electrical solutions for multiple Costco warehouse stores and distribution centers across the country, including EV charging infrastructure. Photovoltaic (PV) systems for the various sites range from 0.2 MW to 12.5 MW, with energy stored in Battery Energy Storage System (BESS) units in total site capacity ranging from 0.25MWh to 23.5 MWh. PV arrays are supported by a mixture of parking canopies, solar walls, roof-mounted racking, and ground-mounted racking. The structural scope included engineering design for the canopies and solar walls. Coffman also provided miscellaneous fire protection consulting and commissioning of the electrical systems. Locations include: Washington, California, Connecticut, Florida, and Hawaii.

NAVFAC Hawaii B2155H Repair Parking Lot-Drainage-Roof | Honolulu, HI

Principal structural engineer for the design-build project that included an asphalt parking lot with 82 stalls. Structural scope involved repair of existing structural deck and wood supports as necessary to install new roofing above covered entry. The roof of the structure held a PV system, exhaust fans, roof lighting, radio antennas, electronic wiring and conduits. Coffman also provided civil, electrical, and mechanical engineering.

Dandan PV Module Replacement | Inarajan, GU

Principal structural engineer for the replacement of damaged and defective PV modules at Dandan Solar Facility. In total, 17,520 ground-mount PV modules are to be replaced spanning eight inverters and totaling 5.6 MW of DC power. Structrual scope of work includes a structural study to reflect the installation of replacement modules. Coffman is also providing guidance on owner's de-energization plans, evaluating supplier proposals, and providing construction assistance.

COFFMAN ENGINEERS

FRED BARKER, PE, SE

Photovoltaic SME, Structural Engineering

Continued Resume

City & County of Honolulu PV Support, Multiple Sites | Oahu, HI

Principal structural engineer for Rooftop PV systems for the following City & County of Honolulu project sites:

- Kahuku Fire Station
- Kahuku Police Station
- Hawaii Kai Fire Station
- Palolo Fire Station
- East Kapolei Fire Station
- Nanakuli Fire Station
- Kaaawa Fire Station
- Sunset Beach Fire Station
- Makakilo Fire Station
- HPD Training Facility

Scope of work involves review of proposed PV layouts, providing electrical plans and details for new PV system. Structural scope includes assessments of existing structures to support new PV system and attachment details.

Forks Hospital Entrance Addition | Forks, WA

Lead structural engineer for the multidiscipline design for a 1,300 sf hospital addition, 1,350 sf patient drop-off canopy, and 1,200 sf freestanding ambulance shelter. Coffman provided complete structural, civil, and MEP engineering construction documents, although the construction was not ultimately completed. The addition consisted of a single story, wood framed structure, and both canopies consisted of reinforced concrete columns and exposed glulam framing elements and connections as part of the architectural aesthetic.

Sound Transit Bellevue Transit Center Seismic Bracing | Bellevue, WA

Project manager and lead structural engineer for a contractor deferred design for electrical components. Provided design and detailing for suspension and seismic bracing of heavy conduit systems throughout the Bellevue Downtown Station. The design included a variety of different configurations of supported elements and attachments to multiple primary structural systems including steel beams, concrete slabs, composite slabs, and precast concrete girders. A free-standing conduit support framing system was also required in areas of congested overhead space. The complex systems within the station required the design and support scheme to be coordinated with the contractor, including 3D model review, to achieve an efficient design, while maintaining constructability.

ADDITIONAL RELEVANT EXPERIENCE

- Confidential BESS Third Party Review | California
- Confidential BESS | Texas
- King County Metro Transit Electrification | Seattle, WA
- Zap Energy Support | Everett, WA
- City of Spokane On-Call (2009) | Spokane, WA

COFFMAN ENGINEERS

CALLEY VALICOFF, PE

Lead Engineer, Civil Engineering



Years of Experience: 9

Education

BS Civil Engineering,
Washington State University

Professional Licenses

WA, Civil, #21006439

CA, Civil, #92066

Professional Organizations

American Society of Civil Engineers (ASCE) Member

ASCE Inland Empire Section President, 2021 - 2022

ASCE Infrastructure Resilience Division - Executive Committee Member 2022 - Present

PROFESSIONAL EXPERIENCE

Calley Valicoff is a licensed civil engineer with over nine years of experience in consulting. Her dedication to providing resilient and sustainable designs has led her to becoming an Alternative Energy specialist in her office where she focuses on site development for battery energy storage systems (BESS) and establishing low impact development sites utilizing best management practices for stormwater treatment and disposal. Calley approaches renewable energy projects with a focus on site layout optimization and long term operation & maintenance, while prioritizing project permitting success. Her experience also includes modeling and analysis of various methods for providing stormwater solutions for treatment, storage, and disposal and complex and utility intensive site development projects and providing project support from preliminary planning and land entitlement through construction.

PROJECT EXPERIENCE

MLK Community Center Microgrid and BESS | Spokane, WA

Civil engineer for the project that will support the Dr. Martin Luther King Jr. Community Center to be able to act as a neighborhood resiliency center with the installation of a new microgrid that will include solar generation, battery storage, EV charging, and natural gas generator. The civil scope includes modifying and existing stormwater retention pond, and the site design for the BESS and microgrid yard.

SunPhase II BESS | Arizona

Civil engineering design at two BESS sites in Arizona. Scope of work included balance of plant (BOP) including civil site design, structural foundation design, electrical design, and studies. Calley led Coffman's effort and coordinated with multiple local authorities for permitting support, including local fire authorities, town, and counties. Permitting efforts included, land entitlement, environmental, SWPPP and construction permitting. Site one was a proposed 41 MW/164MWh site, and site two was proposed 19MW/76MWh.

W Power Stanton Battery Energy Storage | California

Project manager for the support of owner/developer Wellhead Electric/W Power with owner's engineering (OE) services for a 68MW/275MWh BESS facility. The installation, in Stanton, CA and connecting to the LADWP grid, is intended to utilize multiple arrays of Sabre enclosures. Scope of work included owners engineering support with development of secondary containment solutions for the site, preliminary sound wall design, and third party peer review of multidisciplinary designs, such as fire master plan, and structural plans and calculations.

COFFMAN ENGINEERS

CALLEY VALICOFF, PE

Lead Engineer, Civil Engineering

Continued Resume

200MW/800MWH Engineer of Record BESS | Oregon

Project manager and lead civil engineer supporting Coffman's confidential client, an EPC, for a utility-owned project by a private energy developer. The project consisted of a 200MW/800MWh Lithium-ion Battery Storage System (BESS) with 400 MW generation tin-in (Gen-Tie) transmission line located in Oregon. BESS technology was lithium-ioin.

Deliverables were 30-60-90-IFC milestones. Scopes for the BESS site included civil, structural, fire protection, electrical, acoustic, corrosion, and landscape. Coffman's permitting scope supported the client with AHJ/Fire Marshal interface and AHJ construction permitting. Coffman's permitting scope included owner supported land use permitting, USACE nationwide permitting, Department of State Lands, and Department of Environmental Quality permitting. Civil, landscape, and permitting scopes also supported a 400 MW Gen-Tie. Calley led the project's design including and permitting effort with approximately 20 permits obtained from City, State, and National agencies.

75MW/300MWH Engineer of Record BESS | Oregon

Project manager and lead civil engineer supporting Coffman's confidential client, an EPC, for a utility-owned project by a private energy developer, as Engineer of Record (EOR). The project consisted of a 75MW/300MWh lithium-ion battery storage system (BESS) located in Hillsboro, OR. BESS technology includes BYD MC8 paired with Power Electronic PCS units.

Deliverables were 30-60-90-IFC milestones for a utility scale BESS facility in Oregon. Scopes included civil, structural, fire protection, electrical, acoustics, and corrosion. Coffman's permitting scope supported the client with AHJ/Fire Marshal interface and AHJ construction permitting to obtain building permits.

Calley led the project design and coordination with the Coffman multidiscipline team. Unique coordination elements included facilitating weekly calls with the overseas battery manufacturer, fire protection and electrical engineers, and stakeholders, for coordinating alignment between procured product and Utility, Developer, and locally adopted code requirements.

Luna 100MW BESS | California

Civil engineering services for the completion of a fully functional turnkey 100 MW lithium-ion battery energy storage system. Scope of services included review of relevant project documentation, including drawings, studies, equipment cut sheets, submittals, and previous RFI's and construction challenges focused on civil and electrical design packages, and structural components at a high level.

ADDITIONAL RELEVANT EXPERIENCE

- Confidential 100 MW/400 MWh BESS | Texas
- Confidential BESS Enclosure Design | Confidential Location
- Confidential Preliminary 400 MW/1600 MWh BESS | Confidential Location
- Confidential 100 MW/200 MWh BESS | Arizona
- Confidential 100 MW/400 MWh BESS | Arizona
- Confidential 200 MW/800 MWh BESS | Texas
- Confidential 200 MW/800 MWh BESS | Ohio
- Confidential 100 MW/200 MWh BESS | Del Rio, TX
- Confidential 100 MW/200 MWh BESS | Val Verde, TX

COFFMAN ENGINEERS

CARSTON MORTENSON, PE, DBIA

Engineer of Record, Civil Engineering



Years of Experience: 25

Education

BS Civil Engineering, North Dakota State University

Professional Licenses

WA, Civil Engineer, #42312

Also Licensed In: ID, MT, ND, OR

Designated Design-Build Professional, Design Build Institute of America (DBIA)

Professional Organizations

American Society of Civil Engineers

WTS - Advancing Women, Advancing Transportation

Design Build Institute of America

PROFESSIONAL EXPERIENCE

Carston is an experienced project manager that brings a diverse background from highway construction, residential subdivisions, and commercial site development. He brings over 25 years of experience in civil engineering and design to the team. Carston works on projects from conceptual design through construction administration and close-out. His commercial design experience includes a wide variety of projects, some of which include multi-family, recreation, retail spaces, office spaces, religious, hospitals, schools, airports, and fire stations. Carston is involved in all aspects of the site development from grading and storm water to utility design.

PROJECT EXPERIENCE

MLK Community Center Microgrid and BESS | Spokane, WA

Civil engineering principal for the project that will support the Dr. Martin Luther King Jr. Community Center to be able to act as a neighborhood resiliency center with the installation of a new microgrid that will include solar generation, battery storage, EV charging, and natural gas generators.

Spokane Colleges EV Charging Stations | Spokane, WA

Civil engineering principal and project manager for installation of EV Chargers (Dual Port, L2 type chargers) at Spokane Community College and Spokane Falls Community College.

Spokane Transit Authority Boone NW Garage | Spokane, WA

Project manager and civil engineer for a $10 million, 68,000+ sf vehicle storage facility located in Spokane, Washington. The building will house Spokane Transit Authority (STA) fleet consisting of paratransit vehicles and buses of varying lengths overnight. The project also entails a 20,000-gallon buried diesel fuel tank, emergency backup generator, electric bus consideration, contaminated soil mitigation, utility main relocation, and a new 90 stall employee parking lot. Coffman was the Prime Consultant to the owner and provided surveying, and civil, structural, mechanical, electrical, and fire protection engineering services and also commissioning. Coffman managed geotechnical and environmental, architectural, landscape architectural, and construction management sub-consultants.

Sequoyah EV Chargers Civil Trenching-DSK4 | Airway Heights, WA

Civil engineering principal for an IFP and IFC set, supporting the installation of EV charging power supplies for an existing Amazon warehouse in Airway Heights, Washington. Civil erosion control and demo, site plan, and details sheet to support conduit installation for EV charging infrastructure within warehouse parking lot are included.

COFFMAN ENGINEERS

CARSTON MORTENSON, PE, DBIA

Engineer of Record, Civil Engineering

Continued Resume

Sequoyah EV Chargers Civil Trenching-DWA7 | Puyallup, WA

Civil engineering principal for an IFP and IFC set, supporting the installation of EV charging power supplies for an existing Amazon warehouse in Puyallup, Washington. Civil erosion control and demo, site plan, and details sheet to support conduit installation for EV charging infrastructure within warehouse parking lot are included.

Sequoyah EV Chargers Civil Trenching-DWA6 | Kent, WA

Civil engineering principal for an IFP and IFC set, supporting the installation of EV charging power supplies for an existing Amazon warehouse in Kent, Washington. Civil erosion control and demo, site plan, and details sheet to support conduit installation for EV charging infrastructure within warehouse parking lot are included.

Spokane Transit Authority Upriver Transit Center SCC | Spokane, WA

Project manager for the civil, structural, mechanical and electrical engineering and land surveying services for the new on-campus Spokane Community College (SCC) Transit Center for Spokane Transit Authority (STA). As the prime consultant, Coffman provided land surveying, transit service planning, engineering design, and construction support for the Transit Center, which is the end stop and location for charging for the new Central Line HPT electric buses. Coffman also led sub-consultants for architecture, landscape architecture, traffic engineering, and construction management. The project included a revised campus/bus station entrance/exit of a major arterial street, including revised signalization. The project included a new 1,000 sf STA building with a driver break room, security office, and public restrooms. Also included was a new heavy duty pavement bus lane, revised campus drive lane with diagonal parking, new campus walkway plaza, bus stop real time signs, future accommodations for electric bus charging stations, and landscaping. The transit center is flexible and include as much subsurface infrastructure as possible to later accommodate CCL and its associated charging and transit amenities (electric/communications signage, ticket vending, shelters, etc).

Spokane Transit Authority City Line Station No 28 | Spokane, WA

Project manager for the civil, structural, electrical and survey services to complete the City Line Station No. 28 at the SCC Transit Center on the Spokane Community College campus. The station includes platform and sidewalk concrete, HPT station amenities footings, electrical conduit and handholes for power and communications to future amenities. It also includes coordination and completion for the CCL electric bus stops at the Upriver Station island. We managed direct communication and meetings with and assisting STA, coordination with existing utility purveyors (Avista), permitting authorities (City of Spokane), and STA's BEB project to install bus charging infrastructure.

ADDITIONAL RELEVANT EXPERIENCE

- Riverstone Transit Center (with EV Charging) | Couer d'Alene, ID
- Aero Center FBO and Hanger (with EV Charging) | Spokane, WA
- AeroFlite Hangar (with EV Charging) | Spokane, WA
- Amazon Fulfillment Center (with EV Charging) | Woodburn, OR

COFFMAN ENGINEERS

DALE JENKINS, CFPS, FFII, NICET II

Lead Designer, Fire Protection Engineering



Years of Experience: 21

Education

BS Fire Protection Engineering Technology, University of Houston

Professional Licenses

Certified Fire Fighter I & II, Texas A&M Engineering Extension Service, International Fire Service Accreditation Congress

Certified Fire Protection Specialist

NICET Level II Inspections and Testing of Water-Based Systems, National Institute for Certification in Engineering Technologies

PROFESSIONAL EXPERIENCE

Dale Jenkins is a Certified Fire Protection Specialist (CFPS) with over twenty years of experience in the fire protection industry and an extensive background in fire protection systems, fire pumps, fire alarm commissioning, and special inspections of smoke control systems. Dale's experience includes aviation, high-rise business, education, government, healthcare, high-piled storage, labs, and manufacturing facilities. Dale is a certified Fire Fighter I & II with Pro Board and International Fire Service Accreditation Congress (FFII), and certified NICET level II for inspections and testing of water-based systems.

PROJECT EXPERIENCE

MLK Community Center Microgrid and BESS | Spokane, WA

Fire protection engineering for the project that will support the Dr. Martin Luther King Jr. Community Center to be able to act as a neighborhood resiliency center with the installation of a microgrid that will include solar generation, battery storage, EV charging, and natural gas generators.

Grant County PUD Service Center | Ephrata, WA

Fire protection engineering and code consulting for the proposed Grant County PUD Service Center. The initial scope of work is a pre-design, including utility research, providing input on the site master plan, utility research, and input on anticipated site and infrastructure improvements. Coffman prepared the fire protection basis of design and provided code consulting for Fire Code and high-piled storage requirements.

Dale provided review for the fire protection contractor's submittals in an effort to reduce the Fire Protection Suppression Target Budget. Dale was able to identify that a Stand Pipe and Hose Station was not required by the Washington Building & Fire Code for this particular project which reduced the pricing by $200,000.

WDFW Health Biosecurity Building | Lakewood, WA

Fire protection engineering and code consulting for a new laboratory for the Washington Department of Fish and Wildlife (WDFW). The laboratory will be split into two buildings consisting of a 1,200 sf necropsy lab and a 5,600 sf laboratory that will include a wet and dry lab, office space, a conference room, restrooms/showers, and storage. The two labs will be connected by a covered breezeway. Coffman prepared the fire protection performance specifications and performance based drawings.

ADDITIONAL RELEVANT EXPERIENCE

- Confidential Carbon Capture Unit | WA
- Confidential 200 MW/800 MWh BESS | OH
- Confidential Utility Carbon Capture Integrated Resource Planning | Confidential Location

COFFMAN ENGINEERS

MARK GOUVEIA, PE

Engineer of Record, Fire Protection Engineering



Years of Experience: 30

Education

BS Electrical Engineering, Montana State University

Professional Licenses

WA, Fire Protection, #23028269

Also Licensed In: AK, CA, CT, ID, IL, LA, ME, MN, MT, ND, NE, NY, OH, OR, TX, UT, WV, WY

NICET Level IV, #96235

Professional Organizations

Society of Fire Protection Engineers

National Fire Protection Association

PROFESSIONAL EXPERIENCE

Mark has more than 30 years of experience as a fire protection engineer and is responsible for engineering of fire protection systems, including preliminary design, contract documents, cost estimates, specifications, materials selection, and contract administration for military, healthcare, commercial, and residential projects. Mark has working knowledge and experience with various fire protection, fire alarm, and life safety systems. He provides design of fire suppression systems, fire alarm systems, mass notification systems, hazard mitigation analysis for BESS, fire protection code development (ICC, NFPA), AHJ coordination, and clean agent and special hazards.

PROJECT EXPERIENCE

Costco PV+BESS | Various Locations

Fire protection engineering for off-grid electrical solutions for multiple Costco warehouse stores and distribution centers across the country, including EV charging infrastructure. Photovoltaic (PV) systems for the various sites range from 0.2 MW to 12.5 MW, with energy stored in Battery Energy Storage System (BESS) units in total site capacity ranging from 0.25MWh to 23.5 MWh. PV arrays are supported by a mixture of parking canopies, solar walls, roof-mounted racking, and ground-mounted racking. The structural scope included engineering design for the canopies and solar walls. Coffman also provided miscellaneous fire protection consulting and commissioning of the electrical systemsLocations include: Washington, California, Connecticut, Florida, and Hawaii.

EMOTC Bus Charging Station Review | Potomac, MD

Fire protection Principal-in-Charge for 3rd party design review services for a transit center microgrid charging facility which charges municipal buses both SAE and Pantograph Level 3 charging with onsite Solar PV, Battery Storage, and provisions for future Hydrogen Dispensing. The work includes review of drawings, production estimates, energy models, Basis of Design, and Sequence of Operations.

KORE Power Battery Lab BESS | Couer d'Alene, ID

Fire protection Principal-in-Charge for a Fire Protection Code Study to evaluate the existing Idaho Fire Code, National Fire Association (NFPA) 855, and local code (Kootenai County Building Code Ordinances). Evaluated requirements for fire alarm, fire suppression, ventilation, flammable and toxic gas detection, deflagration and explosion control, and egress requirements.

COFFMAN ENGINEERS

MARK GOUVEIA, PE

Engineer of Record, Fire Protection Engineering

Continued Resume

500MW/2000MWh Building Based BESS Facility | Confidential Location

Fire protection Principal-in-Charge supporting Coffman's confidential client, a large utility scale energy developer, with configurational design, feasibility studies, permitting support, and full construction documentation development for a building based battery facility. The client achieved the desired power and energy capacity on a space-constrained site with methods including a seismically braced exterior racking system for electrical equipment.

Maricopa BESS | Tenopah, AZ

Fire protection engineer for design and consultation services for a 550 MWh BESS facility. The project scope included site fire alarm system design support, preparation of a Hazard Mitigation Analysis (HMA) report, Plume Analysis, Site Failure Modes and Effects Analysis (FMEA), Site Fire Risk Assessment (FRA), Emergency Response Plan (ERP), Decommissioning / Stranded Energy Plan, as well as coordination with the local authorities having jurisdiction (AHJ). The project is expected to incorporate 653 Tesla Megapack 2XL enclosure to achieve the required energy capacity. The project's construction is divided into three phases and covered by two separate building permits.

Hydrogen & Battery Energy Storage System Microgrid | Confidential Location

Fire protection Principal-in-Charge for design of the hydrogen Balance of Plant (BOP) system for the liquid gas piping and distribution, designed to contain 300 MWh of dispatchable stored energy with 8.5 MW maximum rated power for sustainable 2 hours. The project included 80,000 gallons of liquid hydrogen storage and vaporization.

Canyon Country BESS | LA County, CA

Fire protection engineering principal supporting the design, fabrication, permitting, and construction for a new 80 MW / 320 MWh BESS facility in LA County, California. Engineering services included civil, structural, electrical, fire protection, computational fluid dynamics (CFD) modeling and acoustical engineering services to support the project's EPC (Engineer, Procure, Construct) contractor, Mortenson Construction, with third party engineering reviews and design support for the BESS yard that was comprised of BYD MC Cube battery enclosures.

Mortenson BESS - Confidential Developer | Southern California

Principal fire protection engineer supporting the design, fabrication, permitting, and construction of the largest solar and energy storage project in the United States. The project spans 4,600 acres comprised of 1.9 million First Solar panels. It has a capacity of 875 MWdc solar, nearly 3.3 GWh of energy storage, and has a 1.3 GW interconnection capacity. Coffman provided structural, electrical, mechanical, fire protection, and acoustical engineering services to support the project's EPC (Engineer, Procure, Construct) contractor, Mortenson with third party engineering reviews and design support for multiple different BESS enclosures.

ADDITIONAL RELEVANT EXPERIENCE

- 200MW/800MWH Engineer of Record BESS | Portland, OR
- Confidential Preliminary 400 MW/1600 MWh BESS | Texas
- 75MW/300MWH Engineer of Record BESS | Hillsboro, OR
- Confidential 200 MW/800 MWh BESS | Texas

COFFMAN ENGINEERS

TONY SLATONBARKER, PE, SE, LEED AP

Vice President, Principal, Energy & Sustainability



Years of Experience: 31

Education

MS, Clarkson University, Civil/Structural Engineering,

BA, Major Physics, Minor Math/Political Science, Middlebury

Professional Licenses

AK, Civil, #AELC10259

Alaska, Structural, #AELS14334

MOA Post Disaster Damage Assessor

LEED AP

Professional Organizations

Energy Storage Association

U.S. Green Building Council (USGBC)

PROFESSIONAL EXPERIENCE

As Vice President of Energy and Sustainability, Tony manages and supports alternative energy projects across all Coffman offices. Projects consist of all types, from biomass district heating in Alaska, to battery projects in California. Tony has more than 30 years of experience in construction, engineering, and project management. He strives to make sure the design is cost effective, incorporates sustainable materials and concepts, includes appropriate design standards, and utilizes proper construction techniques. Tony's experience includes many different sized facilities, design and construction of power plant upgrades, district heating, piling-mounted modules and structures of all types, electrical generation and distribution systems, combined heat and power, battery storage (modularized and building solutions), flywheels, renewable energy projects (biomass, wind, and solar), feasibility studies, and large multidiscipline projects.

PROJECT EXPERIENCE

MLK Community Center Microgrid and BESS | Spokane, WA

Vice President, Principal, Energy & Sustainability for the project that will support the Dr. Martin Luther King Jr. Community Center to be able to act as a neighborhood resiliency center with the installation of a new microgrid that will include solar generation, battery storage, EV charging, and natural gas generators.

Costco PV+BESS | Various Locations

Vice President, Principal, Energy & Sustainability for off-grid electrical solutions for multiple Costco warehouse stores and distribution centers across the country, including EV charging infrastructure. Photovoltaic (PV) systems for the various sites range from 0.2 MW to 12.5 MW, with energy stored in Battery Energy Storage System (BESS) units in total site capacity ranging from 0.25MWh to 23.5 MWh. PV arrays are supported by a mixture of parking canopies, solar walls, roof-mounted racking, and ground-mounted racking. The structural scope included engineering design for the canopies and solar walls. Coffman also provided miscellaneous fire protection consulting and commissioning of the electrical systems. Locations include: Washington, California, Connecticut, Florida, and Hawaii.

EMOTC Bus Charging Station Review | Potomac, MD

Vice President, Principal, Energy & Sustainability for multidisciplinary 3rd party design review services for a transit center microgrid charging facility which charges municipal buses both SAE and Pantograph Level 3 charging with onsite Solar PV, Battery Storage, and provisions for future Hydrogen Dispensing. The work includes review of drawings, production estimates, energy models, Basis of Design, and Sequence of Operations.

COFFMAN ENGINEERS

TONY SLATONBARKER, PE, SE, LEED AP

Vice President, Principal, Energy & Sustainability

Continued Resume

Port of Alaska Solar Battery EV Charging Feasibility Study | Anchorage, AK

Vice President, Principal, Energy & Sustainability for the study and preliminary design and cost estimate to determine sizing and options for solar PV system and back up lithium ion battery system. Evaluate new carport solar vs roof top PV system. Located EV charging station on site with protection. Provided preliminary battery sizing. Prepared final report with recommendations for Carport solar and no battery system at this time based on cost and current electrical system hookup.

Confidential Client/Owner BESS Value Engineering | California

Vice President, Principal, Energy & Sustainability for a BESS value engineering (VE) study encompassing four (4) water treatment/pumping facilities. Each facility had an existing solar PV array and the primary economic driver for adding batteries is energy arbitrage. System sizes were 1MW/4MWH each. Reliability and minimizing operational impacts were key concerns that were addressed by the study.

Galena Power System Evaluations PV/BESS/Diesel Generation | AK

Principal-in-Charge over multiple years and multiple projects to support Galena's power system upgrades. Scope of work included engineering, cost estimation, facility evaluations, bid support, and bid administration for the replacement of generator switchgear. This effort included development of functional requirement needs for the switchgear to perform automatic dispatch of generation assets and planned connection to a large PV and battery project.

Mortenson BESS - Confidential Developer | Southern California

Principal-in-Charge and overall project manager for multidiscipline engineering and project support for one of the largest PV BESS facilities in the world. Project included mechanical, electrical, structural, fire protection, corrosion, and acoustical engineering design. Coffman utilized seven different offices where our corporate battery energy subject matter experts are located.

CEA Solar PV 500KW Concept | Anchorage, AK

Principal-in-Charge to develop a concept solar PV project to demonstrate commercial/utility scale photovoltaic (PV) in Anchorage up to 500kW DC, and to evaluate technologies and grid integration issues. Considerations were; siting options on the main CEA Campus; construction cost; levelized cost of energy; review of incentives like tax and financing, and PV panel efficiency - standard vs. premium. Silicon-based PV panels were selected based upon their current technology, ready availability and modular aspects, and their scalability.

Lightsource BP BESS Layouts | Indianapolis, IN

Principal-in-Charge to develop typical layouts for various BESS technologies. BESS layouts included both grid AC-coupled and solar PV DC-coupled applications. The client and Coffman worked together in an iterative process to create designs that considered fire separations, equipment clearances, future battery augmentation, storm water management, and accessibility. Coffman created single-line electrical drawings for each layout so that all major electrical equipment and wiring could be identified.

ADDITIONAL RELEVANT EXPERIENCE

- BoxPower Pyramid Lake PV+BESS | California
- BoxPower Burnt Peak PV+BESS | California
- Green Valley Poultry Farm PV+BESS Microgrids | Abingdon, VA

COFFMAN ENGINEERS

MARTIN MILLER, PE

Microgrid SME, Energy & Sustainability



Years of Experience: 21

Education

BS, Mechanical Engineering, University of Virginia

Professional Licenses

AK, Mechanical, AELM12030

Professional Organizations

IEEE Power and Energy Society

PROFESSIONAL EXPERIENCE

Mark has more than 30 years of experience as a fire protection engineer and is responsible for engineering of fire protection systems, including preliminary design, contract documents, cost estimates, specifications, materials selection, and contract administration for military, healthcare, commercial, and residential projects. Mark has working knowledge and experience with various fire protection, fire alarm, and life safety systems. He provides design of fire suppression systems, fire alarm systems, mass notification systems, hazard mitigation analysis for BESS, fire protection code development (ICC, NFPA), AHJ coordination, and clean agent and special hazards.

PROJECT EXPERIENCE

MLK Community Center Microgrid and BESS | Spokane, WA

Microgrid SME for the project that will support the Dr. Martin Luther King Jr. Community Center to be able to act as a neighborhood resiliency center with the installation of a new microgrid that will include solar generation, battery storage, EV charging, and natural gas generators.

Confidential Client/Owner BESS Value Engineering | California

Martin participated as a subject matter expert on battery energy storage systems in a value engineering (VE) study encompassing four (4) water treatment/pumping facilities. Each facility had an existing solar PV array and the primary economic driver for adding batteries is energy arbitrage. System sizes were 1MW/4MWH each. Reliability and minimizing operational impacts were key concerns that were addressed by the study.

San Marcos Unified School District Transportation Yard EV | San Marcos, CA

Microgrid SME for the electrification of the school bus fleet, including additional 12kV service from SDGE and 2MW Microgrid consisting of two solar PV canopies, a Battery Energy Storage System (BESS), diesel generator, and more than 60 Level 3 (DC Fast) EV Chargers with provisions which enable the City to eventually expand into a 100% electric school bus fleet. Coffman successfully coordinated with San Diego Gas & Electric for the new services, including acceptance of unique relay protection scheme, as well as equipment suppliers. Project challenges stemmed from the power flow, expected loads, and management of loads in both on-grid and off-grid modes. Coffman addressed these challenges by modeling the consumption at various scenarios and communicating with the microgrid controller supplier, the EV charger OEM, and the client team to arrive at an acceptable sequence of operations.

COFFMAN ENGINEERS

MARTIN MILLER, PE

Microgrid SME, Energy & Sustainability

Continued Resume

Costco PV+BESS | Various Locations

Microgrid subject matter expert for off-grid electrical solutions for multiple Costco warehouse stores and distribution centers across the country, including EV charging infrastructure. Photovoltaic (PV) systems for the various sites range from 0.2 MW to 12.5 MW, with energy stored in Battery Energy Storage System (BESS) units in total site capacity ranging from 0.25MWh to 23.5 MWh. PV arrays are supported by a mixture of parking canopies, solar walls, roof-mounted racking, and ground-mounted racking. The structural scope included engineering design for the canopies and solar walls. Coffman also provided miscellaneous fire protection consulting and commissioning of the electrical systems. Locations include: Washington, California, Connecticut, Florida, and Hawaii.

Galena Powerplant Upgrades | Galena, AK

The City of Galena, Alaska operates a microgrid, serving around 500 customers and generating up to 1000kW. Martin is the project manager and technical lead for a multi-phase project focused on modernizing the Galena powerplant and integrating solar PV and battery energy storage to this isolated microgrid. The project includes design of automated generator switchgear, developing sizing recommendations for solar PV and battery systems based on energy and cost projections, and supporting evaluation of economics and operational impacts.

CEA Solar PV 500KW Concept | Anchorage, AK

Project manager to develop a concept solar PV project to demonstrate commercial/utility scale photovoltaic (PV) in Anchorage up to 500kW DC, and to evaluate technologies and grid integration issues. Considerations were; siting options on the main CEA Campus; construction cost; levelized cost of energy; review of incentives like tax and financing, and PV panel efficiency - standard vs. premium. Silicon-based PV panels were selected based upon their current technology, ready availability and modular aspects, and their scalability.

Green Valley Poultry Farm PV+BESS Microgrids | Abingdon, VA

QA/QC lead providing oversight and review of the controls for a grid-connected microgrid serving an end-of-line industrial scale farm. The project includes a 1.2MW ground-mounted PV array, 1MW BESS and 500kW diesel generator.

Oregon Air National Guard Kingsley Field Microgrid | Klamath Falls, OR

Subject matter expert for the phase BII design for a microgrid and alternate power sources for the Oregon Air National Guard at Kingsley Field in Klamath, Oregon. The project looked at resiliency and sustainability in deciding which components to use. The current design uses CHP (combined heat and Power), diesel generators, photovoltaic solar panels, electric boilers, and Li-Ion battery storage. Diesel generators were an especially good choice for this project because they have a large storage of JP8 fuel, which will work in place of diesel in a generator, on site. The design also looked at the integration of the system into the existing electrical grid, which buildings were backed up, and laid out the basis for a control system.

ADDITIONAL RELEVANT EXPERIENCE

- City of Galena Microgrid Feasibility Study for PV+BESS | Galena, AK
- EMOTC Bus Charging Station Microgrid Review | Potomac, MD
- Confidential Developer, 20MW/40MWh, BESS Design | Yukon Territory, CA

COFFMAN ENGINEERS

MITCH ZAFER, PE, PMP

BESS SME, Energy & Sustainability



Years of Experience: 19

Education

MS Materials Science and Engineering, University of California San Diego

BS Physics and German Studies, San Diego State University

Study Abroad Program, DAAD Scholar, Lipinski Scholar, Eberhart-Karls-Universitat Tubingen

Professional Licenses

CA, Mechanical, #38657

Professional Organizations

ASME, NCCOE-NIST, SANDIA National Consortium for the Advancement ofLDES (Long Duration Energy Storage) Technologies

PROFESSIONAL EXPERIENCE

Mitch is a professional engineer leveraging more than 19 years of technical and commercial experience in power generation, transmission, and battery storage projects. He is currently Coffman's corporate manager for energy storage and subject matter expert in lithium-ion battery energy storage. Mitch supports developers, EPCs, and other clients with energy projects throughout the lifecycle, from origination through operation, and leads multidiscipline teams across the country on civil, structural, mechanical, electrical, and fire protection scope execution. He also has experience with CSP, microgrid, EV chargers, CHP, CT, waste-to-energy, and biofuel systems. His management and commercial capabilities include financial modeling, resource management, bid administration, contract management, and PMO strategy.

PROJECT EXPERIENCE

BESS Developer Portfolio of Projects | Pacific Northwest

Mitch served as principal-in-charge for providing early-stage configurational design and permitting support a major renewable and energy storage developer for multiple large-scale ESS projects in Washington and Oregon.

200 MW/800 MWH Engineer of Record BESS | Oregon

BESS subject matter expert supporting Coffman's confidential client, an EPC, for a utility-owned project by a private energy developer. The project consisted of a 200 MW/800 MWh Lithium-ion Battery Storage System (BESS) to be located in Portland, OR. BESS technology includes BYD MC8 paired with Power Electronic PCS units.

Deliverables were 30-60-90-IFC milestones. Scopes included civil, structural, fire protection, electrical, acoustic, corrosion, and landscape. Coffman's permitting scope supported the client with AHJ/Fire Marshal interface and AHJ construction permitting. Coffman's permitting scope included owner supported land use permitting, USACE nationwide permitting, Department of State Lands, and Department of Environmental Quality permitting.

BrightNight Power | Multiple Project Locations, Pacific Northwest

Principal-in-Charge, and Project Manager for multiple 200 MW/800 MWh containerized BESS projects in Washington and Oregon. Lead client point of contact and main SME for energy storage. Provided design guidance, QC, and client support for multi-discipline document development during entitlement permit process. Supported development of Emergency Response Plan development, layouts, Fire Master Plans, project narratives, and other materials. Managed QC process, budget control, scheduling, and resourcing.

COFFMAN ENGINEERS

MITCH ZAFER, PE, PMP

BESS SME, Energy & Sustainability

Continued Resume

75 MW/300 MWH Engineer of Record BESS | Oregon

BESS subject matter expert supporting Coffman's confidential client, an EPC, for a utility-owned project by a private energy developer, as Engineer of Record (EOR). The project consisted of a 75 MW/300 MWh lithium-ion battery storage system (BESS) located in Hillsboro, OR. BESS technology includes BYD MC8 paired with Power Electronic PCS units.

Deliverables were 30-60-90-IFC milestones for a utility scale BESS facility in Oregon. Scopes included civil, structural, fire protection, electrical, acoustics, and corrosion. Coffman's permitting scope supported the client with AHJ/Fire Marshal interface and AHJ construction permitting to obtain building permits.

Tenaska Goldfinch Portfolio | Washington

Principal-in-Charge and Project Manager for five utility-scale battery energy storage projects as part of the Goldfinch portfolio of projects under development in the Pacific Northwest. Provided design guidance, and team leadership for multidiscipline BESS projects ranging from 100 MW/400 MWh to 200 MW/800 MWh. Led client interface, AHJ interface, and design documentation development, including civil site plan, single line diagrams, load calculations, fire master plans, grading / drainage plans, geotechnical review, general arrangements, and other exhibits. Completed construction cost estimates. Supported CUP application development, and entitlement permitting process. Managed and executed QC plan.

ADDITIONAL RELEVANT EXPERIENCE

- ConEd Fox Hills Substation BESS | New York, NY
- Strata Clean Energy Scatter Wash | Phoenix, AZ
- Hexagon Riverhead BESS | Riverhead, NY
- Chickadee 200MW/800MWh BESS | Hillsboro, OR
- Meadowlark 200MW/800MWh BESS | Sherwood, OR
- Grebe 200MW/800MWh BESS | Spokane, WA
- Vistra Decordova BESS | Decordova, TX
- Terra-Gen Valley Center BESS | Valley Center, CA
- Terra-Gen Sanborn-Edwards BESS | San Diego, CA
- Nova BESS | Menifee, CA
- Beaumont BESS | California
- Red Egret BESS | Texas City, TX
- Rocky Mountain BESS | Pueblo County, CO
- Canyon Country | Beaumont, CA
- Blevins BESS | Falls County, TX
- Sagebrush BESS | Encino, CA

2.5 TEAM ORGANIZATION

We see ourselves as an extension of your team, and as such, approach every project with dedication and commitment for a successful result. Effective team organization and operation requires an experienced staff with open lines of communication between the client and the design team. City of Spokane project managers, facility representatives, and other key stakeholders are important members of the team organization. Coffman will maintain a close working relationship between your firm and our consulting team.

Local Spokane staff members will lead communication and engagement with the City, provide onsite support, and ultimately manage the project. However, with over 900 staff member nationwide, Coffman is able to leverage the knowledge of staff who are subject matter experts of alternative energy technologies, including the ones required for this project. Our cross office collaboration model has been successfully and repeatedly implemented on previous projects, providing a seamless integration for local resources without delays or misalignment.

Below is an organization chart to illustrate lines of communication within this project team. Resumes for our key personnel identified are provided on the following pages, detailing their relevant and valuable experience to the EV Charging Solar Photovoltaic Parking Canopy Design Services project.

COFFMAN PROJECT TEAM

- ☑ Single Point of Responsibility
- ☑ Clear Lines of Communication & Coordination
- ☑ Responsive, Local Team Leaders
- ☑ Alternative Energy Subject Matter Experts
- ☑ Relevant Project Experience
- ☑ Understanding of the needs, challenges, and requirements of these types of projects.
- ☑ **Commitment to deliver an excellent project for the City of Spokane.**

The right team is more than an advantage. It's a game-changer.

CITY OF SPOKANE

Kurt Niven
Principal-in-Charge

MATTHEW VERHEUL
PROJECT MANAGER

CORPORATE SUBJECT MATTER EXPERTS

Tony SlatonBarker
VP of Energy & Sustainability

Martin Miller
Microgrid SME

Mitch Zafer
BESS SME

ELECTRICAL
Matt Verheul
Lead Engineer
(Spokane)

Kurt Niven
Engineer of Record
EV Charging SME
(Spokane)

Brian Dersch
Photovoltaic SME
(San Diego)

Spokane Electrical Engineers: 8

Coffman Electrical Engineers: 118

STRUCTURAL
Emily Sackmann
Lead Engineer
(Spokane)

Jeff Mitchell
Engineer of Record
(Spokane)

Fred Barker
Photovoltaic SME
(Seattle)

Spokane Structural Engineers: 17

Coffman Structural Engineers: 110

CIVIL
Calley Valicoff
Lead Engineer
(Spokane)

Carston Mortenson
Engineer of Record
(Spokane)

Spokane Civil Engineers: 13

Coffman Civil Engineers: 63

FIRE PROTECTION
Dale Jenkins
Lead Engineer
(Spokane)

Mark Gouveia
Engineer of Record
(Bozeman)

Spokane Fire Protection Engineers:1

Coffman Fire Protection Engineers: 117

2.6 APPROACH TO MANAGING CHALLENGES AND SCOPE CHANGES

MANAGING PROJECT CHALLENGES

As an engineering firm, Coffman thrives on developing efficient solutions for complex issues. We believe that every challenge is a learning opportunity and every problem can be solved with the right combination of perseverance, creativity, and expertise. Our approach for when challenges arise in a project is rooted in proactive planning, open communication, and well documented follow through.

Proactive Planning

Spending the time upfront to understand the project; the City's needs, requirements, and goals; and the identifiable project risks allows our team to develop strategies to mitigate challenges before they become larger problems. Early conversations to capture these insights are used to shape a tailored project management plan that guides the project from beginning to end.

Open Communication

The foundation of the entire project team must be built on trust and transparent communication so that everyone is aligned on goals, schedule, and expectations. As a multidiscipline consulting firm, we understand the importance and value in a team approach and in collaborating with all members. Every member is an integral part of the team framework and has a stake in making the project successful. This collaboration helps all stakeholders understand the 'story' of the project, placing ownership across the team. If a problem arises, it becomes the team's responsibility to address and resolve the issue, not just one person's.

Follow Through

When challenges do arise, Coffman documents the issue using a simple, yet effective tool called an Action Register. Questions, concerns, and need clarifications are identified as soon as they are raised and clearly communicated to all parties. When an issue is presented, the tool identifies responsibility for the question and accountability for the answer, as well as an indication of the required response dates and appropriate follow through.

MANAGING SCOPE CHANGES

Project and scope change will managed by the Project Manager through a formal Management of Change process, managed by Coffman. Scope changes will be communicated to the client by a combination of verbal and written methods.

If a project change occurs, the team communicates the proposed change to the Project Manager who determines if the change is outside the existing scope of services. Once the Project Manager determines the change is necessary and outside the existing scope, it is typically communicated to the client verbally to allow the client to provide their opinion on whether they agree it is a change. Should an actual change be required for the project scope, the proposed scope revision will be documented on a project management change log, and the engineering services associated with the change will be negotiated and approved. The change documentation will outline the following items:

1. Description of the change
2. Reason for the change
3. Impacts (if any) of not implementing the change
4. If there are any alternatives to the proposed change
5. Schedule and budget impacts

Work associated with the change will normally not occur until written authorization to proceed is provided by the City.

Coffman is open to modifying the Management of Change process and protocols as necessary to align with the City's and funding source requirements.

WHY COFFMAN?

With a proven track record of navigating complexity, our team thrives on turning challenges into smart, sustainable solutions.

2.7 PROJECT EXPERIENCE

DELIVERING INTEGRATED SOLUTIONS THAT ARE BUILT TO LAST.

The following projects represent projects Coffman has completed within the last three years or that are currently on going.

1) MLK Community Center Microgrid and BESS | Spokane, WA | 2024 - Present

The Dr. Martin Luther King Jr. Community Center will act as a neighborhood resiliency center due to the installation of a microgrid funded by the Solar plus Storage for Resilient Communities Grant together with Avista Corporation. The microgrid will support the resiliency of the year-round services offered by the MLK Center by allowing the center to serve as a community shelter during extreme weather and other non-weather-related emergencies. The new microgrid will include solar generation, battery storage, EV charging, and natural gas generators.

During normal operations, solar generation will be utilized by the MLK Center and will charge the battery storage system with excess generation being delivered to the utility grid. In the event of an unplanned outage, the microgrid will be islanded and the solar generation, battery storage, and generator will be dispatched to provide power necessary for the MLK Center to continue critical services to the community.

Coffman's scope of the project includes structural, civil, electrical, and fire protection engineering design services for the interconnection of the microgrid system components, layout, foundations, and barrier walls for the microgrid system components (excluding PV) as well as provisions for the microgrid switchboard with utility tie-in, generator, and BESS isolation transformer.

Reference:
David Schafer | Senior Project Manager Innovation & Clean Energy Strategy
Avista Utilities
p: 509.495.4688
e: david.schafer@avistacorp.com

2) Costco PV+BESS | Various Locations | 2023 - Present

Coffman is performing Photovoltaic (PV) production, Battery Energy Storage System (BESS), off grid system, and Electric Vehicle (EV) charging designs for Costco. The project sites include 14 locations across the United States including Washington, California, Connecticut, Hawaii, and Florida. Retail warehouse and gas station sites include rooftop and/or car parking canopies with PV modules and BESS for nighttime power delivery. Most of the sites include electric vehicle (EV) charging stations and backup power generation. Services include electrical and structural design, project management, and commissioning.

Warehouse site designs cover a portion of the electrical load with the local grid supplying most of the energy. The larger distribution centers are designed with up to 12.7 MW DC PV production and 32 MWh of energy storage. The Energy Management Systems (EMS) are off grid designs that curtail non-critical loads to minimize the need for backup power. The distribution depot rooftops include up to 40 acres (1.7M SF) of space available for the PV arrays which are among the largest rooftop solar designs in the US. Backup power generators and/or mobile BESS create a robust and dependable system able to operate during extended and severe storms which reduce PV production. Rooftop designs are up to 8.3 MW, and large site-wide canopy designs are up to 4.4 MW.

Reference:
Darin Leonard | President
Trinity Energy
p: (206) 229-1187
e: dleonard@trinityenergy.net



MLK COMMUNITY CENTER CLEAN UP DAY

3) Stoops Freightliner PV+BESS Microgrid | Indianapolis, IN | 2023 -2025

Electrical engineering, with structural engineering support, for the Stoops Freightliner new facility that supports their transition to an electric fleet. The facility is all-electric and consists of three separate electric utility meters. Coffman provided design services for a new microgrid system which includes a 750 kW BESS and two separate roof-mounted PV arrays totaling 750 kW. The new microgrid offsets utility energy use and exports excess PV generation via net-metering.

Reference:
Ryan Staley | Lead Project Manager, Master Electrician, NABCEP PV Installation Professional
HSI Solar
p: 317.343.8001
e: ryans@hsisolar.com

4) EMOTC Bus Charging Station Review | Potomac, MD | 2023

Reference:
Paul Martin | Design Phase Executive
Mortenson
p: 763.522.2100
e: paul.martin@mortenson.com

5) Green Valley Poultry Farm PV+BESS Microgrids | Abingdon, VA | 2022 (Designed, Not Constructed)

Reference:
Ryan Staley | Lead Project Manager, Master Electrician, NABCEP PV Installation Professional
HSI Solar
p: 317.343.8001
e: ryans@hsisolar.com

6) Confidential 75 MW/300 MWh BESS | Oregon | 2023-2025

Reference:
Carl J. Moeller PE | Vice President, Design Phase, Energy Storage
Mortenson
p: 720.920.4440
e: carl.moeller@mortenson.com

7) Spokane Transit Authority BNWG Battery Electric Bus (BEB) Charging Infrastructure | Spokane, WA | 2023 - 2025

Reference:
Jessica Kelch | Senior Project Manager
Spokane Transit Authority
p: 509.325.6000
e: JKelch@spokanetransit.com



8) Mortenson BESS - Confidential Developer | Southern California | 2020 - 2022

Reference:
Carl J. Moeller PE | Vice President, Design Phase, Energy Storage
Mortenson
p: 720.920.4440
e: carl.moeller@mortenson.com

9) Benton Rural Electric Association Administration Building | West Richland, WA | 2023 - 2024

Reference:
Anthony Zarate | Project Manager
Colvico
p: 509.536.1875
e: azarate@colvicoinc.com

10) Central Valley School District EV Chargers (10 Schools) | Spokane Valley, WA | 2025

Reference:
Steven Clark | Principal
Integrus Architecture
p: 509.838.8681
e: sclark@integrusarch.com

2.8 CONTRACT TERMINATION

Coffman Engineers **HAS NOT** had a contract terminated for default in the last five (5) years.

License Information:

New search Back to results

Entity name: COFFMAN ENGINEERS, INC.

Business name: COFFMAN ENGINEERS, INC.

Entity type: Profit Corporation

UBI #: 600-310-893

Business ID: 001

Location ID: 0002

Location: Active

Location address:
221 N WALL ST
STE 500
SPOKANE WA 99201-0824

Mailing address:
1101 2ND AVE
STE 400
SEATTLE WA 98101-2923

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business	T12020042BUS			Active	Feb-28-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
RUFF, DAVID	Chairman of the Board, Director, CEO

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 10/3/2025 9:46:11 AM

Client#: 1842705 COFFMENG2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2025

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

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

PRODUCER
USI Insurance Services NW CL
601 Union Street, Suite 1000
Seattle, WA 98101

CONTACT NAME: Laura Kovarik
PHONE (A/C, No, Ext): 206 441-6300 **FAX (A/C, No):** 610-362-8530
E-MAIL ADDRESS: laura.kovarik@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : HDI Global Insurance Company	41343
INSURER D : Travelers Indemnity Co of America	25666
INSURER E :	
INSURER F :	

INSURED
Coffman Engineers, Inc.
1101 2nd Avenue, Suite 400
Seattle, WA 98101-2923

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	P6307S864976COF24	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BA7S8948402443G	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	CUP7S9083872443 (Follow Form)	11/30/2024	11/30/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB7S8993132443G	11/30/2024	11/30/2025	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
C	Professional Liab & Pollution Liab			FRSHPPL0001104701	11/30/2024	11/30/2025	$1,000,000 Each Claim $1,000,000 Aggregate	

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

RE: Spokane: 232946; 2018075, 2022090, 2024073.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

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

Gary D. Patterson

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NHPZP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TOTAL GENERAL AGGREGATE LIMIT DESIGNATED PROJECT(S) – GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: $

Designated Project(s):

Per Project / Per Location Aggregate

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:

1. Medical Expenses under COVERAGE C (SECTION I);

2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

3. Damages under COVERAGE B (SECTION I)

regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits"; or

d. Designated "projects" listed in the SCHEDULE above.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

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3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.

C. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

As respects this Provision **C.**, the limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.

D. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under Coverage B; and

b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

E. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.

F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

G. The provisions of LIMITS OF INSURANCE (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

a. A limited liability company;

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

c. A trust;

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

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

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

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

a. A limited liability company;

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

c. A trust;

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

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

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

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

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

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

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

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

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

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

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

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

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

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

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

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

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

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

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

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice:** 30
WHEN WE DO NOT RENEW (Nonrenewal):	**Number of Days Notice:** 30

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III – Limits Of Insurance**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III –** Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III –** Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I –** Coverages – Coverage **A –** Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I –** Coverages **–** Coverage **B –** Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

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

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

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

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

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

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

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

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II – Who Is An Insured**:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III –** Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III –** Limits of Insurance applies because the Amendment **–** Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II –** Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II –** Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment 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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – 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 purposes of this definition:

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

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer 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 law, where it is licensed or principally garaged.

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

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

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 Paragraph **a.** above; or

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 Paragraph **a.** above;

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

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As Required by Written Contract or Agreement

Location And Description Of Completed Operations

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

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

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BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV –** Commercial General Liability Conditions.

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BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7.**, **Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II –** LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II –** LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 42 03 04 (B)

POLICY NUMBER:

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☐ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: ST ASSIGN:

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –
Policy Number: B-7S899313-24-43-
Effective Dates: 11/30/2024 -11/30/2025

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization	**Job Description**
As Required by Written Contract or Agreement	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: - - ST ASSIGN:

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) –

Policy Number: □B-7S899313-24-43-□
Effective Dates: 11/30/2024 -11/30/2025

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

SCHEDULE

DESIGNATED PERSON:

As Required by Written Contract or Agreement

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - - ST ASSIGN:

Bid Response Summary

Bid Number	RFQu 6388-25
Bid Title	EV Charging Solar Photovoltaic Parking Canopy Design Services
Due Date	Monday, June 16, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Coffman Engineers
Submitted By	Connie Clifford - Monday, June 16, 2025 10:15:48 AM [(UTC-08:00) Pacific Time (US & Canada)] connie.clifford@coffman.com 509-328-2994
Comments	

Question Responses

Group	Reference Number	Question	Response
Proposer Acknowledgements			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	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 5.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	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 3 "Proposal Content" instructions.	YES
	8	Original line item 8 referenced an "Attachment 3" in error. This line item has been deleted.	
	9	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Matthew Verheul, 509-328-2994, matthew.verheul@coffman.com

	10	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.	Kurt Niven, 509-328-2994, kurt.niven@coffman.com
DOCUMENTS TO UPLOAD			
	1	Upload Request for Qualifications Proposal Response (Proposal). Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	Coffman Engineers - City of Spokane EV Charging Solar Photovoltaic Parking Canopy.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed prior to upload. Only one document can be uploaded in this line item.	
	3	Original line item 3 referenced an "Attachment 3" to be signed and uploaded. This was an error and the line item is deleted.	
	4	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	
	5	Upload any other documents required or desired. Combine documents as needed prior to uploading. Only one document can be uploaded in this line item.	

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 11/03/2025 **Committee Agenda type:** Consent **Council Meeting Date:** 11/24/2025		**Date Rec'd**	10/27/2025
		Clerk's File #	OPR 2025-0781
		Cross Ref #	SEE RELATED SBO
		Project #	
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	SBO PENDING
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	CLEAN BUILDING ACT COMPLIANCE SERVICES - HE SOLUTIONS, LLC, DBA		

Agenda Wording

The Facilities Department in partnership with the Department of Grants Management & Financial Assistance & the Purchasing and Contracts Department has completed the public procurement process for A&E services to provide Clean Building Act Compliance Assurance for multiple Tier 1 and Tier 2 City Facilities.

Summary (Background)

The Facilities Department in partnership with the Department of Grants Management & Financial Assistance & the Purchasing and Contracts Department has completed the public procurement process for A&E services to provide Clean Building Act Compliance Assurance for multiple Tier 1 and Tier 2 City Facilities. This master contract with HE SOLUTIONS, LLC, dba CUSTOM ENERGY, whose address is 2818 North Sullivan Road, Suite 100, Spokane Valley, Washington 99216 will complete the development of detailed facility energy benchmarking, completing mandatory energy audits, integrating energy star data and Washington State / City facility portal, completing all State required compliance forms & filings, completing all State required Energy Management Plans, and Energy Management Reporting, completing State mandated Operations & Maintenance Plans, assisting in early adopter incentive program and grant applications for the following Tier 1 and Tier 2 buildings. City Hall, Nelson Service Center, Spokane Police Property Evidence Building, Northeast Community Center, North Foothills Water Main Office, MLK Community Center, Sewer Maintenance Offices, West Central Community Center, Fire Station #1, Street Operations at Nelson, Intermodal Facility, Upriver Dam, Fire Maintenance Training Addition, the Police Academy, and Parks Operations. $272,292 of this contract will be paid for by a subgrant received from the AWC (Association of Washington Cities), funded by the Department of Commerce from Washington State's Climate Commitment Act (CCA). Requesting spending authority of $442,366 which includes the contract amount of $402,151 and a 10% administrative reserve of $40,215.

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?	YES
Total Cost	$ 402,151.00
Current Year Cost	$ 402,151.00
Subsequent Year(s) Cost	$

Narrative

Tier 2 early adopter incentives, if applicable and received, will help reduce the overall amount paid using non-grant funds.

Amount		Budget Account
Expense	$ 272,292.00	# 5904-95665-*****-54201-*****
Expense	$ 129,859.00	# 5904-95665-*****-54201-*****
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

The grant covers 68% of the contract; the 32% difference of $129,859 is being funded by Facilities from an operating transfer in from Fund 5900. See related SBO.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	ACCOUNTING -	BROWN, SKYLER
Division Director	STRATTON, JESSICA	PURCHASING	WAHL, CONNIE
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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City Clerk's OPR 2025-0781

City of Spokane

MASTER CONSULTANT AGREEMENT

Title: CLEAN BUILDING ACT (CBA) COMPLIANCE ASSURANCE SERVICES

This Master Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HE SOLUTIONS, LLC, dba CUSTOM ENERGY**, whose address is 2818 North Sullivan Road, Suite 100, Spokane Valley, Washington 99216 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Clean Building Act (CBA) Compliance Assurance Services; and

WHEREAS, the Consultant was selected from Request for Qualifications No. 6293-25 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on December 20, 2025, and ends on December 30, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed one (1) additional one (1) year contract period.

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Consultant's Response to Request For Proposal which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED TWO THOUSAND ONE HUNDRED FIFTY-ONE AND NO/100 DOLLARS ($402,151.00)**, plus tax if applicable, in accordance with the Fee Summary from Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to the individual City Departments requesting service. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.
The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.
The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.
The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.
A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.
Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.
Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

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

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

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

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

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HE SOLUTIONS, LLC, dba CUSTOM ENERGY	**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 to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Response to Request for Qualifications

25-222

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

Clean Buildings Compliance

City of Spokane

8/27/2025

This proposal includes turnkey Clean Buildings related professional services for the City of Spokane. The scope of services in this proposal reflects the work needed to generate the required compliance documentation and submit compliance applications through the Portal for four (4) Tier One buildings (*City Hall, Nelson Service Center, SPD Property Evidence, and Northeast Community Center*); and ten (10) Tier Two buildings (*North Foothills Water Support, East Central Community Center, Sewer Maintenance and Office, West Central Community Center, Fire Station Number 1, 909 N. Nelson, Intermodal Facility, Upriver Dam, Fire Maintenance Training Addition, and Police Academy*). All these buildings require various professional services to demonstrate compliance with the Clean Buildings Act.

WA Commerce is still making changes to WAC 194-50 and therefore Custom Energy (CE) cannot guarantee compliance with the Clean Buildings Performance Standard, but we will work towards that end on behalf of the City of Spokane. If additional requirements are identified, amended, corrected or changed by WA Commerce, CE reserves the right to pass on the financial burden. We will communicate such changes before completing any additional work that is not shown below.

Once contracted, CE will complete the following services:

1. **Validate Energy Benchmarking** (All 14 Buildings)
    a. Ensure Energy Star Portfolio Manager sites are accurate, the correct meters are connected to each building, and that the wnEUI is correct for each building.
2. **Access owner portal** (All 14 Buildings)
    a. Ensure all building data is correct including parcel numbers, square footage, etc.
    b. Connect portal with Energy Star Portfolio Manager.
    c. Assist the City with claiming ownership of (10) Tier 2 buildings in the Portal.
3. **Conduct ASHRAE 2 Energy Audits** in accordance with ASHRAE and CBA requirements for the listed buildings below.
    a. Include all ASHRAE and CBA requirements for an ASHRAE 2 energy audit.
    b. Complete site visits and collect field measurements and data as needed to support savings and LCCA calculations.
    c. Complete energy savings calculations.
    d. Draft a report.
    e. Report will satisfy the requirements of ASHRAE and the Clean Buildings Act.
    f. Review findings and the draft report with stakeholders.
    g. Revise and finalize report, submit electronically.
        i. Tier 1
            1. City Hall
            2. Nelson Service Center
            3. SPD Property Evidence
            4. Northeast Community Center

ii. Tier 2
    1. North Foothills Water Support
    2. East Central Community Center
    3. Sewer Maintenance Management Office
    4. West Central Community Center
    5. Fire Station Number 1
    6. 909 N. Nelson
    7. Intermodal Facility
    8. Upriver Dam
    9. Fire Shop and CARES/EMS office
    10. Police Academy

4. **Complete Compliance Forms** (All 14 buildings)
    a. Forms A-F
        i. City Hall
        ii. Nelson service Center
        iii. Northeast Community Center
        iv. SPD property Evidence
    b. Forms A-C
        i. North Foothills Water Support
        ii. East Central Community Center
        iii. Sewer Maintenance Management Office
        iv. West Central Community Center
        v. Fire Station Number 1
        vi. 909 N. Nelson
        vii. Intermodal Facility
        viii. Upriver Dam
        ix. Fire Shop and CARES/EMS office
        x. Police Academy
5. **Complete an Energy Management Plan and EMP Reporting Tool** in accordance with the CBA for all 14 buildings.
6. **Complete an Operations and Maintenance Plan and O&M Plan Reporting Tool** in accordance with the CBA for all 14 buildings.
7. Sign all compliance documents as the qualified person and load them into the portal.
8. Coordinate with owner and Commerce as needed.
9. Provide raw files to the owner.
10. Submit compliance documentation for all (16) buildings through the Portal. Respond to any feedback Commerce provides on the application for each building and re-submit as needed to ensure all (14) buildings are accepted by WA Commerce.
11. Assist the City with applying for the Tier 2 Early Adopter Incentive.

Assumptions

The owner will:

1. Provide additional information as needed including record drawings, commissioning reports, TAB reports, etc.
2. Provide access to stakeholders as needed to complete the work and present findings.
3. Provide parcel numbers, access to the energy consuming equipment in the building, and other information as needed to complete this scope of work.

Exclusions

1. Design
2. Permitting
3. Construction
4. Any work for the Wraight Building
5. Any services not listed.

Fee: Custom Energy will begin work upon execution of this agreement and upon approval from City staff. Payments for services will be made monthly in proportion to services performed. Payments are due and payable upon presentation of the CE's monthly invoices. CE will invoice monthly for progress made in each building. The City of Spokane and CE agree that the following milestones represent certain levels of completion. Reference Fee Summary Tables below for pricing per building. All pricing per building is lump sum, and not-to-exceed the values listed in the Tables below. The pricing in this proposal assumes that CE will be allowed to conduct services for multiple buildings simultaneously. This allows us to account for economies of scale with the project, and to pass those savings on to the City.

ASHRAE 2 Energy Audits

- Site walk: 25% completion
- Energy calculations complete: 25% completion
- Draft report submitted to the City: 40% completion
- Final report submitted to the City: 10% completion

Energy Management Plans, Operations and Maintenance Plans, Compliance Forms

- Site walk: 50% completion
- Draft documents submitted to the City: 90% completion
- Final documents submitted to the City: 100% completion

Accepted By:

Name:_____

Title:_____

Date:_____

Signature:_____

Name: Michael James

Title: Vice President

Date: August 27, 2025

Signature: Michael James

Fee Summary Table: Clean Buildings Compliance

Building Name	Square Feet	Tier	ASHRAE 2 Energy Audit	EMP	O&M Plan	Forms A-C	Forms D & F	Fee/ Building
City Hall	161,872	Tier 1	$51,511	$6,781	$6,224	$1,565	$5,941	$72,022
Nelson Service Center	57,645	Tier 1	$28,599	$5,328	$3,857	$1,670	$6,117	$45,571
SPD Property Evidence	65,000	Tier 1	$31,415	$5,426	$4,020	$1,655	$6,091	$48,607
Northeast Community Center	73,000	Tier 1	$31,510	$5,231	$3,838	$1,328	$5,545	$47,452
North Foothills Water Support	39,760	Tier 2	$18,176	$3,672	$2,952	$1,301	$0	$26,101
East Central Community Center (MLK)	38,584	Tier 2	$18,176	$3,672	$2,952	$1,301	$0	$26,101
Sewer Maint. Wastewater Management Office	33,272	Tier 2	$16,426	$3,672	$2,952	$1,301	$0	$24,351
West Central Community Center	32,500	Tier 2	$15,426	$3,672	$2,952	$1,301	$0	$23,351
Fire Station 01	31,284	Tier 2	$12,926	$2,672	$2,452	$801	$0	$18,851
909 N Nelson	30,000	Tier 2	$12,926	$2,672	$2,452	$801	$0	$18,851
Intermodal Facility	26,762	Tier 2	$10,426	$1,671	$1,651	$601	$0	$14,349
Upriver Dam	24,000	Tier 2	$9,425	$1,671	$1,651	$601	$0	$13,348
Fire Maintenance Training Addition	21,754	Tier 2	$7,925	$1,671	$1,651	$601	$0	$11,848
Police Academy	20,500	Tier 2	$7,425	$1,671	$1,651	$601	$0	$11,348
							Total Project Fee:	$402,151

Custom Energy will support the City of Spokane with securing grant funding through the AWC for ASHRAE 2 energy audits, and incentive funding through the Tier 2 Early Adopter Incentive. CE does ***not*** guarantee receipt of grants or incentives.

Grant and Incentive Summary:

Description	CE Fee	AWC Grant	Tier 2 Early Adopter Incentive	Net Cost to City
ASHRAE 2 Energy Audits	$272,292	$272,292	N/A	$0
Non-Audit CBA Work (EMP, O&M, Forms)	$129,859	N/A	$89,524.80	$40,334.20
Totals:				$40,334.20

Note: CE does ***not*** guarantee receipt of grants or incentives.

License Information:

New search Back to results

Entity name: H.E. SOLUTIONS, LLC

Business name: H.E. SOLUTIONS

Entity type: Limited Liability Company

UBI #: 605-285-836

Business ID: 001

Location ID: 0001

Location: Active

Location address:
2818 N SULLIVAN RD
STE 100
SPOKANE VALLEY WA 99216-5198

Mailing address:
2818 N SULLIVAN RD
STE 100
SPOKANE VALLEY WA 99216-5198

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Franklin County General Business - Non-Resident	3605			Active	Jul-31-2026	Jul-06-2023
Pasco General Business - Non-Resident	41218			Active	Jul-31-2026	Jul-26-2023
Spokane General Business - Non-Resident				Active	Jul-31-2026	Jul-06-2023
Spokane Valley General Business				Active	Jul-31-2026	Jul-11-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JAMES, LAURA	

Registered Trade Names

Registered trade names	Status	First issued
CUSTOM ENERGY	Active	Jun-17-2024
CUSTOM ENERGY CONSULTANTS	Active	Jul-14-2023

Registered trade names	Status	First issued
H.E. SOLUTIONS	Active	Jul-06-2023

The Business Lookup information is updated nightly. Search date and time: 10/23/2025 7:32:18 AM

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HESOLUT-01 CWHEELER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2025

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	CONTACT NAME:	
Acrisure West Insurance Services, LLC 1950 W Corporate Way #1 Anaheim, CA 92801-5373	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Palomar Excess and Surplus Insurance Company	16754
INSURER B : Progressive Commercial Casualty Company	12879
INSURER C : Underwriters at Lloyd's, London (NAIC#:32727)	32727
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

H E Solutions, LLC DBA Custom Energy
19769 E Caufield Ave
Liberty Lake, WA 99016-7000

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	PES-GL-01-1634	8/9/2025	8/9/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						WA STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			00286649-2	9/12/2025	9/12/2026	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			PES-XS-01-6280	8/9/2025	8/9/2026	AGGREGATE	$ 3,000,000
	[ ] DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Professional Liab			PSO0240463183	8/8/2025	8/8/2026	Aggregate	2,000,000

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

City of Spokane is additional insured per the attached endorsement #CG2010 0704. Coverage is Primary and Non-Contributory per the attached endorsement #CG2001 0413. Waiver of Subrogation applies per the attached endorsement #CG2404 1093.

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period. .	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/13/2025		
Clerk's File #	OPR 2024-0744		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	PW ITB #6192-24
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	BT PENDING
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES WEST CENTRAL COMMUNITY CENTER WALL CONSTRUCTION &		

Agenda Wording

The Facilities Department in partnership with the CHHS Department & the West Central Community Center selected a contractor (Dundee Concrete) to complete the installation of several double doors, HVAC adjustments, and the construction of additional walls in multiple locations at the West Central Community Center. (Contract Amendment/Extension)

Summary (Background)

These improvements created additional office space for users and will separate users of the gymnasium from storage areas and large equipment. The low base bid before tax was $92,000 before applicable sales tax, this number did not reflect the accepted alternative for steel doors rather than wood doors in the gymnasium. This alternative was accepted, but not captured on the contract or initial agenda approval. This amendment updates the contract to reflect the correct amount, with the steel doors included for an increase of $13,500 before sales tax.

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?	YES
Total Cost	$ 114,040.40
Current Year Cost	$ 13,500.00
Subsequent Year(s) Cost	$ 100,540.40

Narrative

Because this project was originally ARPA funded, it is not known whether additional ARPA funds will be available. Therefore, non-ARPA funding must be used on the previous change order as well as the 2nd change order.

Amount		Budget Account
Expense	$ 14,728.50	# 5904-71300-94570-56301-89019
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Select

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

n/a

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Steve Felchlin dundeespokane@gmail.com	klong@spokanecity.org
khougen@spokanecity.org	kbustos@spokanecity.org

City Clerk's No. OPR 2024-0744

City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: **WEST CENTRAL COMMUNITY CENTER OFFICE/WALL/DOOR BUILDOUT**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DUNDEE CONCRETE AND LANDSCAPING, LLC,** whose address is 12812 North Chronicle Road, Mead, Washington 99021 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform the West Central Community Center Office/Wall/Door Buildout; and,

WHEREAS, a correction to the original contract is requested and additional time is needed, thus, the Contract needs to be formally amended extended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated September 12, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment / Extension shall become effective on July 1, 2025 and shall run through December 30, 2025.

3. AMENDMENT.
The original contract is hereby amended to include Alternates 1 and 2 that were left out of the original contract.

4. **COMPENSATION.**
The City shall pay an additional amount not to exceed **THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS** (**$13,500.00**), plus applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

DUNDEE CONCRETE AND LANDSCAPING, LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

25-207

Bid Response Summary

Bid Number	IPWQ 6192-24
Bid Title	West Central Community Center - Office/Wall/Door Buildout (ARPA)
Due Date	Tuesday, July 16, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Dundee Concrete & Landscaping
Submitted By	steve felchlin - Tuesday, July 16, 2024 2:40:47 PM [(UTC-08:00) Pacific Time (US & Canada)] dundeespokane@gmail.com 5092163331
Comments	

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	1. MANDATORY Pre-Bid Meeting	A MANDATORY pre-bid meeting will be held on Tuesday, July 9th, 2024 at 10:00 am at the West Central Community Center, 1603 N Belt Street., Spokane WA 99205. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project.	I acknowledge and I understand
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Tuesday, July 16, 2024.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree

	6. 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 and agree
	7. REJECTION OF QUOTES	The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.	I acknowledge and agree
	8. REGISTERED CONTRACTOR	The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.	I acknowledge and agree
	9. PUBLIC WORK REQUIREMENTS	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. 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.	I acknowledge and agree

	10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge and agree
	11. BUSINESS REGISTRATION REQUIREMENT	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and agree
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
ARPA FUNDING			
	**	This project 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.	YES

	1. General Terms & Conditions	I have read, understand and agree with the general terms & conditions in the Documents section of this project.	Yes
	2. ARP-CLERF Form	Print, sign and upload the ARP_CLERF Form in the Documents section of this project.	arp.pdf
	3. ARPA Debarment Certification	I have read the ARPA Debarment Certification in the Documents tab and understand that If awarded this contract I will be required to sign this document.	Yes
SECTION II. GENERAL REQUIREMENTS			
	1. SCOPE OF WORK	Contractor shall be required to secure all required permits necessary to complete this work. Contractor shall provide all permit submittals, labor, materials, equipment, odor mitigation (ventilation while painting, glueing, etc.), safety equipment, and proper disposal of debris necessary for completing this work.	I acknowledge and agree
	1. Scope of Work	Contractor shall protect all existing finishes during all phases of this work.	I understand and I agree
	1. Scope of Work	Contractor shall be required to submit a detailed work plan prior to pre-construction walkthrough for review, revision, and approval by City Facilities.	I understand and I agree
	1. Scope of Work	1. This item will complete the splitting of one (1) existing office into two (2) separate walled offices with doors	I understand and I agree
	1. SCOPE OF WORK	Contractor shall split existing HVAC supply and return as needed to provide supply and return to the new office space	I understand and I agree
	1. SCOPE OF WORK	Contractor shall install new 15-amp outlets in each new wall section per code requirements for spacing	I understand and I agree
	1. SCOPE OF WORK	Contractor shall install one (1) new smoke detector in the office as required by code requirements	I understand and I agree
	1. SCOPE OF WORK	Contractor shall make code required adjustments to the fire sprinkler system to meet fire requirements.	I agree and I understand
	1. SCOPE OF WORK	Contractor shall install new cove base to match existing as needed	I agree and I understand

	1. SCOPE OF WORK	Contractor shall install one (1) 3’-0” hollow core wood door with transom light, finished to match, lockset to match	I agree and I understand
	1. SCOPE OF WORK	Contractor shall build approximately 13 linear feet of 9’x 3.5” steel stud non-structural, insulated wall with 5/8” drywall both sides. Finished and painted to match, includes the installation of matching cove base.	I agree and I understand
	1. SCOPE OF WORK	2. Contractor shall build approximately 28 linear feet of 19’ tall x 3.5” steel stud non-structural, wall with 5/8” drywall both sides. Finished and painted to match, includes the installation of matching cove base.	I agree and I understand
	1. SCOPE OF WORK	Contractor shall install one (1) HVAC vent opening with cover to allow for continued air circulation to existing HVAC return intake.	I agree and I understand
	1. SCOPE OF WORK	Contractor shall install one (1) new smoke detector in the new space as required by code	I agree and I understand
	1. SCOPE OF WORK	Contractor shall install overhead lighting and switching as required by code.	I agree and I understand
	1. SCOPE OF WORK	Contractor shall make code required adjustments to the existing fire sprinkler system to meet fire requirements.	I agree and I understand
	1. SCOPE OF WORK	Contractor shall install one (1) 4’-0 double, solid core wood doors in new wall section. Lockset to match West Central Community Center standard.	I agree and I understand
	1. SCOPE OF WORK	Alternate - Contractor shall install one (1) 4’-0 Double Steel Doors in new wall section. Lockset to match West Central Community Center standard.	I agree and I understand
	1. SCOPE OF WORK	3. Contractor shall install two (2) sets of 4’-0 double, solid core wood doors in existing 12’ opening and fill approximately 8 linear feet of 80” tall non-structural door openings with 5/8” drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard.	I agree and I understand

	1. SCOPE OF WORK	Alternate: Contractor shall install two (2) sets of 4’-0 Double Steel Doors in existing 12’ opening and fill approximately 8 linear feet of 80” tall non-structural door openings with 5/8” drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard.	I agree and I understand
	1. SCOPE OF WORK	4. Contractor shall identify and repair up to 50 linear feet of existing exterior rain gutter and associated downspouts where existing has pulled away from the fascia or otherwise become unsecured from the building. Color shall match existing if replacement parts are necessary.	I agree and I understand
	a. EQUIPMENT DELIVERY TIMELINE	What is the delivery timeline for the equipment needed for this project?	Equipment can be delivered at any time
	2. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work within six (6) months of the Notice to Proceed date.	I acknowledge and agree
	3. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount ZERO ($0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
	4. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree

	6. WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	6. WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	7. PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
	8. GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. 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 all Work, which has been abused or neglected by the City.	I acknowledge and agree
	9. SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree

	10. INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
	10. INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00.	I acknowledge and agree
	10. INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of $1,500,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
	10. INSURANCE	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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
	10. INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree

	10. 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 and agree
	11. PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree

	12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).	I acknowledge and I agree
	12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	B. 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://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 16, 2024.	I acknowledge and I agree
	12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I agree
	13. RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

	13. RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
	14. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	sub.pdf
SECTION III. TECHNICAL REQUIREMENTS			
	Section A - General	Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.	I understand and I agree
	2	If you do not agree with anything listed in the information listed above - please list that information here.	
BID			
	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree

	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	131 764-00
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	602589496
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	000363889001
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	602589496
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	dundecl885dl
	CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	yes
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
	MISCELLANEOUS	If this project is less than $150,000 - does contractor request 10% retainage in lieu of bond?	

	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement 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 and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Steve Fechlin Dundee Concrete & Landscape 12812 N Chronicle st Mead, WA 99021 509 216-3331 dundeespokane@gmail.com
	MISCELLANEOUS	Individuals name and email address who is authorized to sign contract	Steve Fechlin Dundee Concrete & Landscape
	BID PROPOSAL	Fill out the Bid Proposal Page, located in the documents Tab in ProcureWare and upload it here	misc.pdf
	BID BOND	Fill out the Bid Bond, located in the Documents Tab in ProcureWare and upload it here	misc.pdf
	SUBCONTRACTORS	Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here	sub.pdf
TERMS & CONDITIONS			
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree”, include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1.	West Central Community Center - Office/Wall/Door Buildout (ARPA)	Base	JB	1.00	$92,000.00	$92,000.00	
	2.	9.0% Sales Tax	Base	ea	1.00	$8,280.00	$8,280.00	
	1.	Contractor shall install one (1) 4'-0 Double Steel Doors in new wall section. Lockset to match West Central Community Center standard.	Option	ea	1.00	$4,500.00		
	2.	two (2) sets of 4'-0 Double Steel Doors in existing 12' opening and fill approximately 8 linear feet of 80" tall non-structural door opening with 5/8" drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard.	Option	ea	2.00	$9,000.00		
Total Base Bid	$100,280.00							

SUBCONTRACTOR LIST

PROJECT NAME: Westcentral Comm center
office/wall/door Buildout

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 True Blue Electrical

TYPE OF WORK/BID ITEM Electrical

AMOUNT 5,000⁻

CONTRACTOR'S REGISTRATION NO. TRUBLE 771WT

CONTRACTOR/SUPPLIER Straightline Construction

TYPE OF WORK/BID ITEM Framing + Drywall + Doors + Finishwork

AMOUNT 50,000⁻

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER Rough In Contracting LLC

TYPE OF WORK/BID ITEM Paint

AMOUNT 2,000⁻

CONTRACTOR'S REGISTRATION NO. Ccroughcl 7840a

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

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

Signature, Administrator, or Applicant Agency — Date: 7/16/24

Steve Felchlin Owner

print name and title

From: Steve Felchlin
To: Prince, Thea
Subject: Re: IPWQ #6192-24 West Central Community Center Office/Wall/Door Buildout
Date: Tuesday, July 16, 2024 4:10:33 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I'am fine with doing the retainiage in lew of the bond.

On Tue, Jul 16, 2024, 4:06 PM Prince, Thea <tprince@spokanecity.org> wrote:

> If you would rather do the retainage – that works for us as well – I'll just need you to respond that way.
>
> Thanks!
>
> **THEA PRINCE**| CITY OF SPOKANE | SENIOR PROCUREMENT SPECIALIST
>
> (509) 625-6403 office | (509) 601-2800 cell | tprince@spokanecity.org | spokanecity.org
>
> ---
>
> **From:** Steve Felchlin <dundeespokane@gmail.com>
> **Sent:** Tuesday, July 16, 2024 4:05 PM
> **To:** Prince, Thea <tprince@spokanecity.org>
> **Subject:** Re: IPWQ #6192-24 West Central Community Center Office/Wall/Door Buildout
>
> **[CAUTION - EXTERNAL EMAIL - Verify Sender]**
>
> I can do either, it will take me at least a day or 2 to get a bid bond from my insurance company.
>
> On Tue, Jul 16, 2024, 4:00 PM Prince, Thea <tprince@spokanecity.org> wrote:
>
> > Good Afternoon - It looks like I neglected to upload the bid bond form for this project into ProcureWare. I wish someone would have brought that to my attention This project does require a bid bond, so I'll need you to provide one using the attached form – your other option would be:

On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.

Please advise.

Thank you,

THEA PRINCE| CITY OF SPOKANE | SENIOR PROCUREMENT SPECIALIST

(509) 625-6403 office | (509) 601-2800 cell | tprince@spokanecity.org | spokanecity.org

License Information:

New search Back to results

Entity name: DUNDEE CONCRETE AND LANDSCAPING LLC

Business name: DUNDEE CONCRETE AND LANDSCAPING LLC

Entity type: Limited Liability Company

UBI #: 602-589-496

Business ID: 001

Location ID: 0001

Location: Active

Location address: 12812 N CHRONICLE ST
MEAD WA 99021-8311

Mailing address: PO BOX 175
MEAD WA 99021-0175

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business - Non-Resident	T12106388BUS			Active	Mar-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2026	Apr-22-2016

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ADAMS, CHRIS	
CROWDER, GERALD	
FELCHLIN, STEPHEN	

Registered Trade Names

Registered trade names	Status	First issued
DUNDEE EXCAVATION, LLC	Active	Mar-01-2006
STRAIGHTLINE FAB LLC	Active	Feb-25-2019

The Business Lookup information is updated nightly. Search date and time: 8/15/2025 8:26:39 AM

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Don't see what you expected?
Check if your browser is supported

STEPFEL-02 AKUMAR37

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2025

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 Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: PHONE (A/C, No, Ext): (509) 747-3121 FAX (A/C, No): (509) 623-1073 E-MAIL ADDRESS: nowspkinfo@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Western National Mutual Insurance Company — 15377
INSURED Dundee Concrete and Landscaping LLC P.O. Box 175 Mead Mead, WA 99021	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		CPP 1368651	3/13/2025	3/13/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS	X		CPP1366401	3/13/2025	3/13/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X		UMB 1060928	3/13/2025	3/13/2026	AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		CPP 1368651	3/13/2025	3/13/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is included as Additional Insured. Coverage is Primary & Non-Contributory per forms attached.

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

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

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured**.**

B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

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

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

and included in the “products-completed operations hazard”.

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

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

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. 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:

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

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

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to $5,000	3
• Loss of Earnings up to $500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered "auto" you own is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss", or

e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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

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B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs **(2)** and **(4)** with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to $250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This $250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is $2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing $20 per day/$600 maximum limit with $50 per day/$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the $20 per day/$600 maximum limit with $50 per day/$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, **4. Coverage Extensions** is amended by adding the following:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the $50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the $1,000 limit with a $2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b**. is deleted and replace by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "auto" you own:

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

(1) Such "insured" is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV – Conditions – 5. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

SECTION II – LIMITS OF INSURANCE

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the "underlying insurance," or

2. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the "Schedule of Underlying Coverages."

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025
Clerk's File #	OPR 2025-0782
Cross Ref #	ORD C36798
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	SKYLER BROWN X6294
Contact E-Mail	SBROWN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON
Sponsoring at Administrators Request	NO

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

Agenda Item Name: ACCEPTANCE OF ASSOCIATION OF WASHINGTON CITIES ENERGY AUDITS

Agenda Wording

Requesting permission to accept Association of Washington Cities (AWC) Energy Audits Grant of $272,292. The grant period of performance is July 01, 2025 to March 31, 2026.

Summary (Background)

The Association of Washington Cities (AWC) has awarded the City of Spokane $272,292 dollars to complete state-mandated Clean Buildings Performance Standard (CBPS) energy audits on Tier 1 and Tier 2 city-owned buildings.

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 project ensures the City of Spokane remains in compliance with Clean Building Performance Standards. Compliance ensures the city is not penalized for unfunded or unreported energy audits.

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 272,292.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

None

Amount		Budget Account
Expense	$ 272,292.00	# 5904-95665-*****-54201-*****
Revenue	$ 272,292.00	# 5904-95665-99999-33469-99999
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 subrecipient grant from the AWC via WA Dept of Commerce.

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	ACCOUNTING -	BROWN, SKYLER
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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Washington State Department of Commerce

OPR 2025-0782

Subgrant Agreement with

City of Spokane

through

AWC Energy Audit Grant Program

Subgrant Number: EAG26-01

For Energy Audits of City-owned Buildings



The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Tuesday, July 1, 2025

Face sheet

Subgrant Number: EAG26-01

AWC Energy Audit Grant Program

1. Subgrantee City of Spokane	2. Subgrantee Doing Business As (as applicable)
3. Subgrantee Representative Skyler Brown Grants and Contracts Financial Manager sbrown@spokanecity.org	**4. AWC Representative** Brianna Morin Legislative & Policy Analyst briannam@awcnet.org

5. Subgrant Amount	6. Start Date	7. End Date
$272,292	July 1, 2025	March 31, 2026

8. Uniform Business Identifier

328-013-877

9. Subgrant Purpose

The purpose of the grant is to:

- Assist cities who own Tier 1 and Tier 2 covered buildings in completing energy audits.
- Collect data on the costs for cities to comply with the state's Clean Buildings Performance Standard (CBPS).

AWC and the Subgrantee, as defined above, acknowledge and accept the terms of this Subgrant and attachments and have executed this Subgrant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subgrant are governed by this Subgrant and the following other documents incorporated by reference: Subgrantee General Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Budget & Budget Narrative; Attachment "C" – Reporting Requirements.

This Subgrant shall be effective upon signature by both Parties ("Start Date"). The term ("Term") of this Subgrant shall begin on the Start Date and end on the End Date. This Subgrant shall remain in effect until such time as it is terminated as provided herein.

FOR SUBGRANTEE	FOR AWC
Alexander Scott, City Administrator	**Deanna Dawson, CEO**
Date	Date

Special terms and conditions

1. SUBGRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Subgrant.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subgrant.

The Representative for the Subgrantee and their contact information are identified on the Face Sheet of this Subgrant.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Subgrant is funded through grant funds provided to the AWC from the Washington State Department of Commerce ("Commerce") from Washington's Climate Commitment Act ("CCA") appropriated pursuant to Sec. 1002. 2023 c 474 s 1007, providing funding for 2023-25 Energy Retrofits and Solar Power for Public Buildings to the AWC to fund energy audits on city-owned tier 1 and tier 2 covered buildings and collect and manage data on the costs for cities to comply with the requirements of RCW 19.27A.210 and 19.27A.250. This Subgrant is funded in whole by funds provided to AWC under the CCA pursuant to Commerce Grant Number 24-92601-012, dated July 29, 2024 (the "Commerce Grant"), as a subgrant of the Commerce Grant,

Subgrantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Subgrantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Subgrant, shall contain the following statement:

> "The Energy Retrofits and Solar Power for Public Buildings program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Subgrantee agrees to ensure coordinated CCA branding on work completed by or on behalf of the Subgrantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre- and during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CCA funding through a generally visible decal.

3. COMPENSATION

Funds under this Subgrant may only be used to pay for eligible services described in the AWC-approved Scope of Work (Attachment A). AWC shall pay, solely from and to the extent of funds received from Commerce under the Commerce Grant, an amount not to exceed $272,292 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work (Attachment A), within the Budget (Attachment B). Subgrantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget (Attachment B). If Subgrantee is unable to meet the requirements of this Subgrant for any reason during the Term of the Subgrant, the Subgrantee shall immediately notify AWC to negotiate a revised Scope of Work and Budget subject to AWC's approval.

In the event state funds appropriated for the Scope of Work contemplated under this Subgrant are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of Commerce, and the parties hereto shall meet and renegotiate the Subgrant accordingly.

AWC makes no commitment of future support of Subgrantee and assumes no obligation for future support of the Scope of Work except as specifically provided for in this Subgrant.

4. BILLING PROCEDURES AND PAYMENT

AWC will pay Subgrantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC. Final invoices for the state fiscal year ending June 30 may be due sooner; AWC will provide notification of the end of fiscal year due date.

The invoice, including any attachments to the invoice, shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. If Commerce requires any additional detail, including any additional documentation, regarding work performed, progress of the project and fees, Subgrantee shall provide such additional detail and documentation. Each invoice shall include a "Cost Certification" of an Authorized Representative of the Subgrantee that invoiced amounts include only eligible amounts under this Subgrant and that Subgrantee has satisfied all requirements in the Scope of Work due to date.

The invoice shall include the Grant Number EAG26-01. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subgrantee.

AWC may, in its sole discretion, terminate the Subgrant or withhold payments claimed by the Subgrantee for services rendered if the Subgrantee fails to satisfactorily comply with any term or condition of this Subgrant.

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

Duplication of billed costs

The Subgrantee shall not bill AWC for services performed under this Agreement, and AWC shall not pay the Subgrantee, if the Subgrantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed costs

The Subgrantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

AWC may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by AWC of the final report (or completion of the project, etc.).

5. SUBGRANTEE DATA COLLECTION

Subgrantee will submit reports, in a form and format to be provided by AWC, regarding work under this Subgrant performed by subgrantees and the portion of Subgrant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

Subgrantee shall provide reports to AWC as set forth in the Reporting Requirements (Attachment C)

6. SUBGRANTEE'S PROPRIETARY INFORMATION

The Subgrantee acknowledges that AWC is subject to chapter 42.56 RCW, the Public Records Act, and AWC acknowledges that the Subgrantee is subject to Chapter 42.56 RCW, the Public Records Act, and that this Subgrant will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by the Subgrantee to be Proprietary Information must be clearly identified as such by the Subgrantee. To the extent consistent with chapter 42.56 RCW, AWC will maintain the confidentiality of the Subgrantee's information in its possession that is marked Proprietary. If a public disclosure request is made to view the Subgrantee's Proprietary Information, AWC will notify the Subgrantee of the request and of the date that such records will be released to the requester unless the Subgrantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Subgrantee fails to obtain the court order enjoining disclosure, AWC will release the requested information on the date specified.

7. INSURANCE

The Subgrantee shall provide insurance coverage as set out in this section or shall provide self-insurance as set forth in Section 8. The intent of the required insurance is to protect AWC should there be any claims, suits, actions, costs,

damages or expenses arising from any loss, or negligent or intentional act or omission of the Subgrantee or agents of either, while performing under the terms of this Subgrant. Failure to maintain the required insurance coverage may result in termination of this Subgrant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name AWC, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subgrantee shall provide AWC thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Subgrantee shall submit to AWC within fifteen (15) calendar days of a written request by AWC, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Subgrant, if required or requested, the Subgrantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Subgrantee shall provide, at AWC's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that AWC will be provided thirty (30) days' advance written notice of cancellation.

The Subgrantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Subgrant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than $1,000,000 per occurrence. Additionally, the Subgrantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Subgrantee shall maintain Cyber Liability Insurance. The Subgrantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Subgrantee and licensed staff employed or under contract to the Subgrant. AWC, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Subgrant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Subgrantee shall maintain Professional Liability or Errors and Omissions Insurance. The Subgrantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Subgrantee and licensed staff employed or under Subgrant to the Subgrantee. AWC, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subgrantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Subgrant shall be $100,000 or the highest of planned reimbursement for the Subgrant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name AWC Commerce as beneficiary.

B. Subgrantees that receive $10,000 or more per year in funding through this Subgrant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name AWC and Commerce as beneficiary.

8. SELF-INSURANCE PROGRAMS

Subgrantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subgrant insurance requirements or as is customary to the contractor or Subgrantee's business, operations/industry, and the performance of its respective obligations under this Subgrant.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subgrantee provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subgrantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

9. FRAUD AND OTHER LOSS REPORTING

Subgrantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Subgrant immediately or as soon as practicable to the AWC Representative identified on the Face Sheet.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Subgrant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements

General terms and conditions

1. DEFINITIONS

As used throughout this Subgrant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Subgrantee's duly authorized representative and/or the designee duly authorized in writing to act on such representative's behalf.

B. "AWC" shall mean the Association of Washington Cities.

C. "Subgrant" means the entire written agreement between AWC and the Subgrantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Subgrant shall be the same as delivery of an original.

D. "Subgrantee" shall mean the entity identified on the face sheet performing service(s) under this Subgrant, and shall include all employees and agents of the Subgrantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Agent" shall mean one not in the employment of the Subgrantee, who is performing all or part of those services under this Subgrant under a separate Contract with the Subgrantee. The terms "agent" mean subgrantee/subcontractor(s) in any tier.

2. ACCESS TO DATA

The Subgrantee shall provide access to data generated under this Subgrant to AWC, Commerce, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subgrantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Subgrant shall be made by AWC.

4. ALL WRITINGS CONTAINED HEREIN

This Subgrant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subgrant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Subgrant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

7. ASSIGNMENT

Neither this Subgrant, nor any claim arising under this Subgrant, shall be transferred or assigned by the Subgrantee without prior written consent of AWC.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Subgrant, in the event of litigation or other action brought to enforce Subgrant terms, each party agrees to bear its own attorneys' fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- **i.** All material provided to the Subgrantee by AWC that is designated as "confidential" by AWC;
- **ii.** All material produced by the Subgrantee that is designated as "confidential" by AWC; and

iii. All Personal Information in the possession of the Subgrantee that may not be disclosed under state or federal law.

B. The Subgrantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Subgrantee shall use Confidential Information solely for the purposes of this Subgrant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of AWC or as may be required by law. The Subgrantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Subgrantee shall provide AWC with its policies and procedures on confidentiality. AWC may require changes to such policies and procedures as they apply to this Subgrant whenever AWC reasonably determines that changes are necessary to prevent unauthorized disclosures. The Subgrantee shall make the changes within the time period specified by AWC. Upon request, the Subgrantee shall immediately return to AWC any Confidential Information that AWC reasonably determines has not been adequately protected by the Subgrantee against unauthorized disclosure.

C. **Unauthorized Use or Disclosure**. The Subgrantee shall notify AWC within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Subgrantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Subgrantee must comply with the following minimum requirements:

D. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subgrantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Subgrantees or parties to subcontracts and must comply with Chap. 42,23 RCW. However, Subgrantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subgrantee.

E. If the Subgrantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Subgrantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subgrantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Subgrant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Commerce. Commerce shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Subgrantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to Commerce effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Subgrant, but that incorporate pre-existing materials not produced under the Subgrant, the Subgrantee hereby grants to AWC and Commerce a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subgrantee warrants and represents that the Subgrantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Commerce.

The Subgrantee shall exert all reasonable effort to advise AWC, at the time of delivery of Materials furnished under this Subgrant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Subgrant. The Subgrantee shall provide AWC with prompt written notice of each notice or claim of infringement received by the Subgrantee with respect to any Materials delivered

under this Subgrant. AWC and Commerce shall have the right to modify or remove any restrictive markings placed upon the Materials by the Subgrantee.

12. DISPUTES

In the event that a dispute arises under this Subgrant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options. In the event that a dispute arises under the Commerce Grant, Subgrant shall cooperate with AWC in resolving the dispute thereunder, providing documentation and other information as requested by AWC. In the event that Commerce seeks to enforce Subgrant's obligations hereunder, Subgrantee shall use its best efforts to amicably resolve such dispute, including use of alternative dispute resolution options.

13. DUPLICATE PAYMENT

AWC shall not pay the Subgrantee, if the Subgrantee has charged or will charge the State of Washington or any other party under any other Subgrant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Subgrant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify, defend, and hold harmless the state of Washington, Commerce, AWC, agencies of the state and all officials, agents and employees of the state and AWC, from and against all claims for injuries or death arising out of or resulting from the performance of the Subgrant. "Claim" as used in this Subgrant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subgrantee's obligation to indemnify, defend, and hold harmless includes any claim by Subgrantee's agents, employees, representatives, or any subgrantee or its employees.

The Subgrantee's obligation shall not include such claims that may be caused by the sole negligence of the State or AWC or their agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, AWC or their agents or employees and (b) the Subgrantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subgrantee or its subgrantees, agents, or employees.

The Subgrantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE SUBGRANTEE

The parties intend that an independent Subgrantee relationship will be created by this Subgrant. The Subgrantee and its employees or agents performing under this Subgrant are not employees or agents of the state of Washington, Commerce, or AWC. The Subgrantee will not hold itself out as or claim to be an officer or employee of Commerce, AWC, or of the state of Washington by reason hereof, nor will the Subgrantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Subgrantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Subgrantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Subgrantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, AWC may collect from the Subgrantee the full amount payable to the Industrial Insurance Accident Fund. AWC may deduct the amount owed by the Subgrantee to the accident fund from the amount payable to the Subgrantee by AWC under this Subgrant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subgrantee.

18. LAWS

The Subgrantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Subgrantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Subgrant.

20. LIMITATION OF AUTHORITY

Only the Chief Executive Officer of AWC or the CEO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subgrant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subgrant is not effective or binding unless made in writing and signed by the Authorized Representative and the Chief Executive Officer of AWC or the CEO's delegate.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Subgrant, the SUBGRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: SUBGRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUBGRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUBGRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Subgrant shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Subgrant.

B. Obligation to Cooperate. SUBGRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUBGRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, AWC or COMMERCE may suspend SUBGRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AWC and COMMERCE receive notification that SUBGRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event SUBGRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AWC or COMMERCE may terminate this Subgrant in whole or in part, and SUBGRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. SUBGRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Subgrant termination or suspension for engaging in discrimination, SUBGRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Subgrant and the replacement or cover Subgrant and all administrative costs directly related to the replacement Subgrant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. SUBGRANTEE may also be required to repay subgrant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. AWC shall have the right to deduct from any monies due to SUBGRANTEE or subcontractor, or that thereafter become due, an amount for damages SUBGRANTEE or subcontractor will owe AWC for default under this provision.

22. PAY EQUITY

The Subgrantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Subgrantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Subgrant may be terminated by the AWC, if AWC, Commerce, or the Department of Enterprise Services determines that the Subgrantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Subgrantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Subgrantee agrees not to publish or use any advertising or publicity materials in which the state of Washington, AWC, or Commerce's name is mentioned, or language used from which the connection with the state of Washington's, AWC's or Commerce's name may reasonably be inferred or implied, without the prior written consent of AWC.

25. RECAPTURE

In the event that the Subgrantee fails to perform this Subgrant in accordance with state laws, federal laws, and/or the provisions of this Subgrant, AWC reserves the right to recapture funds in an amount to compensate AWC for the noncompliance (including recaptured amounts AWC is required to provide to Commerce under the Commerce Grant) in addition to any other remedies available at law or in equity.

Repayment by the Subgrantee of funds under this recapture provision shall occur within the time period specified by AWC. In the alternative, AWC may recapture such funds from payments due under this Subgrant.

26. RECORDS MAINTENANCE

The Subgrantee shall maintain books, records, documents, data and other evidence relating to this Subgrant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subgrant.

The Subgrantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subgrant, shall be subject at all reasonable times to inspection, review or audit by AWC, personnel duly authorized by AWC, Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Subgrantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Subgrantee shall provide right of access to its facilities to AWC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subgrant.

29. SAVINGS

In the event funding for this Subgrant from Commerce or any other state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subgrant and prior to normal completion, AWC may suspend or terminate the Subgrant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Subgrant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Subgrant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Subgrant.

31. SITE SECURITY

While on AWC premises, Subgrantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Subgrantee may only subgrant/subcontract with an outside Agent contemplated under this Subgrant if it obtains the prior written approval of AWC.

If AWC approves subgranting/subcontracting, the Subgrantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, AWC in writing may: (a) require the Subgrantee to amend its subgranting/subcontracting procedures as they relate to this Subgrant; (b) prohibit the Subgrantee from subgranting/subcontracting with a particular person or entity; or (c) require the Subgrantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Subgrant. The Subgrantee is responsible to AWC if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Subgrant. The Subgrantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Subgrant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Subgrantee to AWC for any breach in the performance of the Subgrantee's duties.

Every subgrant/subcontract shall include a term that AWC, Commerce, and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Subgrant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Subgrant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Subgrantee's income or gross receipts, any other taxes, insurance or expenses for the Subgrantee or its staff shall be the sole responsibility of the Subgrantee.

35. TERMINATION FOR CAUSE

In the event AWC or Commerce determines the Subgrantee has failed to comply with the conditions of this Subgrant in a timely manner, AWC has the right to suspend or terminate this Subgrant. Before terminating the Subgrant, AWC shall notify the Subgrantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Subgrant may be terminated.

In the event of termination or suspension, the Subgrantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subgrant and the replacement or cover Subgrant and all administrative costs directly related to the replacement Subgrant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

AWC reserves the right to suspend all or part of the Subgrant, withhold further payments, or prohibit the Subgrantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subgrantee or a decision by AWC or Commerce to terminate the Subgrant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subgrantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of AWC and Commerce provided in this Subgrant are not exclusive and are, in addition to any other rights and remedies, provided by law or in equity, including terminating the Subgrant and/or instituting and prosecuting any proceeding at law or in equity to abate, prevent, or enjoin any such violation or to compel specific performance by Subgrantee of its obligations hereunder.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Subgrant, AWC may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Subgrant, in whole or in part. If this Subgrant is so terminated, AWC shall be liable only for payment required under the terms of this Subgrant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Subgrant, AWC, in addition to any other rights provided in this Subgrant, may require the Subgrantee to deliver to Commerce any property specifically produced or acquired for the performance of such part of this Subgrant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

AWC shall pay to the Subgrantee (solely from and to the extent of funds provided by Commerce for this purpose) the agreed upon price, if separately stated, for completed work and services accepted by Commerce, and the amount agreed upon by the Subgrantee and Commerce for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by Commerce, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Director of Commerce shall determine the extent of the liability of Commerce. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Subgrant. AWC may withhold from any amounts due the Subgrantee such sum as AWC determines to be necessary to protect AWC and Commerce against potential loss or liability.

The rights and remedies of Commerce provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subgrant.

After receipt of a notice of termination, and except as otherwise directed by Commerce or the AWC, the Subgrantee shall:

A. Stop work under the Subgrant on the date, and to the extent specified, in the notice;
B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Subgrant that is not terminated;
C. Assign to Commerce, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Subgrantee under the orders and subgrants/subcontracts so terminated, in which case Commerce has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of Commerce to the extent Commerce may require, which approval or ratification shall be final for all the purposes of this clause;
E. Transfer title to Commerce and deliver in the manner, at the times, and to the extent directed by Commerce any property which, if the Subgrant had been completed, would have been required to be furnished to Commerce;
F. Complete performance of such part of the work as shall not have been terminated by Commerce; and
G. Take such action as may be necessary, or as Commerce may direct, for the protection and preservation of the property related to this Subgrant, which is in the possession of the Subgrantee and in which Commerce has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by Commerce shall remain in Commerce. Title to all property furnished by the Subgrantee, for the cost of which the Subgrantee is entitled to be reimbursed as a direct item of cost under this Subgrant, shall pass to and vest in Commerce upon delivery of such property by the Subgrantee. Title to other property, the cost of which is reimbursable to the Subgrantee under this Subgrant, shall pass to and vest in Commerce upon (i) issuance for use of such property in the performance of this Subgrant, or (ii) commencement of use of such property in the performance of this Subgrant, or (iii) reimbursement of the cost thereof by AWC or Commerce in whole or in part, whichever first occurs.

A. Any property of AWC or Commerce furnished to the Subgrantee shall, unless otherwise provided herein or approved by AWC or Commerce, as applicable, be used only for the performance of this Subgrant.
B. The Subgrantee shall be responsible for any loss or damage to property of AWC or Commerce that results from the negligence of the Subgrantee or which results from the failure on the part of the Subgrantee to maintain and administer that property in accordance with sound management practices.
C. If any AWC or Commerce property is lost, destroyed or damaged, the Subgrantee shall immediately notify AWC or Commerce, as applicable, and shall take all reasonable steps to protect the property from further damage.

D. The Subgrantee shall surrender to AWC all property of AWC and shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this Subgrant.

E. All reference to the Subgrantee under this clause shall also include Subgrantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Subgrant unless stated to be such in writing and signed by AWC.

40. THIRD PARTY BENEFICIARY

Commerce is a third-party beneficiary of this Subgrant and shall have the right to enforce this Subgrant directly against the Subgrantee.

Attachment A: Scope of Work

Background
The purpose of the grant is to assist cities who own Tier 1 and Tier 2 covered buildings in completing energy audits and collect data on the costs for cities to comply with the state's Clean Buildings Performance Standard (CBPS).

AWC will fully or partially fund eligible Tier 1 and Tier 2 buildings, based on availability of funding. Funding will be awarded only for the cost of the audit, on a reimbursement basis.

Subgrantee responsibilities
The subgrantee will contract with a qualified energy auditor to conduct an energy audit of the city's qualifying buildings and submit reporting materials and invoicing as outlined in Attachment C.

The audit will contain a detailed analysis of the existing systems. The audit will include an evaluation of the economic performance and investment value of the EEMs (payback calculation and/or LCCA), which will meet the requirements of the CBPS.

- The auditor must be a qualified energy auditor, per Commerce's specifications:
  - A person acting as the auditor of record, having training, expertise, and three years professional experience in building energy auditing, and any one of the following:
    - A licensed professional architect or engineer
    - A Building Energy Assessment Professional (BEAP) certified by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
    - A Certified Energy Auditor (CEA) certified by the Association of
    - Energy Engineers (AEE)
- The auditor must complete an energy audit in accordance with Section 8 of the Washington State CBPS. The audit must:
  - Include an audit summary in accordance with Normative Annex Z6.4 Form D of the Washington State CBPS.
  - Verify energy savings calculations of each EEM.
  - Verify that the combined savings of multiple EEM accounts for interactive effects.
  - Verify individual EEM costs evaluated by the energy audit.
  - Certify that the energy savings of the package of EEMs meets or exceeds projected energy savings in accordance with Section 9 of the CBPS.
  - For Tier 1 buildings that will not meet the EUIt and will be pursuing compliance through the investment criteria, the energy audit shall be an ASHRAE level 2 audit and include a life cycle cost analysis of all evaluated EEMs in accordance with Normative Annex X of the CBPS.
  - For Tier 1 buildings, the audit will identify opportunities for EEMs that, if implemented, would either meet the EUIt for the building or meet the investment criteria requirements of Normative Annex X of the CBPS.
- The auditor must complete a building improvement plan that includes:
  - A description of each Tier 1 or Tier 2 covered building and the building's systems including the physical address, building owner authorized representative name and contact information, and, for Tier 1 buildings, the CBPS Building ID.
  - The baseline energy consumption for each facility, including the data, methodology and variables used to compute the baseline, and the baseline calendar period. The calendar period must not be shorter than twelve consecutive months and shall be from within the previous 2 years prior to the energy audit.
  - Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions (EEMs).
  - For Tier 1 buildings, the recommended EEMs to be installed in order to achieve compliance with the EUIt or if complying through the investment criteria.
    - The auditor shall check with the utility provider and provide rebate recommendations that align with identified EEMs.
  - The standards of comfort and service appropriate for the facility.

- The estimated energy savings and energy cost savings that are expected from the installation of the energy efficiency equipment, and an explanation of the method or methods used to make the estimate.
- The maximum allowable construction cost, itemized in detail.
- Energy Use Intensity Calculations (Form C). Energy Star Portfolio Manager account for energy benchmarking, except buildings unable to meet Section 5.2, “Building Energy Monitoring” as referenced in Section Z6.3 of the CBPS.
- For Tier 1 buildings, Energy Audit Forms (Form D) (Z6.4.1) and for buildings seeking compliance through the investment criteria, Annex X, Investment Criteria Tool (Form F) (Z6.5).

The energy auditor will send the city the finalized audit and the building improvement plan.

Energy audits will be conducted for the following city-owned buildings:

1. City Hall	808 W Spokane Falls Blvd, Spokane, WA 99201
2. Nelson Service Center	915 N Nelson St, Spokane, WA 99202
3. SPD Property Evidence	4010 E Alki Ave, Spokane, WA 99202
4. Northeast Community Center	4001 N Cook St, Spokane, WA 99207
5. North Foothills Water Support	914 E North Foothills Dr, Spokane, WA 99207
6. East Central Community Center (MLK)	500 S Stone St, Spokane, WA 99202
7. Sewer Maintenance Wastewater Management Office	909 E Sprague Ave, Spokane, WA 99202
8. West Central Community Center	1603 N Belt St, Spokane, WA 99205
9. Fire Station 01	44 W Riverside Ave, Spokane, WA 99201
10. 909 N Nelson	909 N Nelson St, Spokane, WA 99202
11. Intermodal Facility	221 W 1st Ave, Spokane, WA 99201
12. Upriver Dam	2701 N Waterworks St, Spokane, WA 99212
13. Fire Maintenance Training Addition	1618 N Rebecca St, Spokane, WA 99212
14. Police Academy	2302 N Waterworks St, Spokane, WA 99212

Attachment B: Budget

Budget
Grant amount: $272, 292

Budget narrative
Grant funds will be used to pay the costs of energy audits by a qualified energy auditor according to the following:

- $51,511 for an energy audit of City Hall at 808 W Spokane Falls Blvd, Spokane, WA 99201
- $28,599 for an energy audit of Nelson Service Center at 915 N Nelson St, Spokane, WA 99202
- $31,415 for an energy audit of SPD Property Evidence at 4010 E Alki Ave, Spokane, WA 99202
- $31,510 for an energy audit of Northeast Community Center at 4001 N Cook St, Spokane, WA 99207
- $18,176 for an energy audit of North Foothills Water Support at 914 E North Foothills Dr, Spokane, WA 99207
- $18,176 for an energy audit of East Central Community Center (MLK) at 500 S Stone St, Spokane, WA 99202
- $16,426 for an energy audit of Sewer Maintenance Wastewater Management Office at 909 E Sprague Ave, Spokane, WA 99202
- $15,426 for an energy audit of West Central Community Center at 1603 N Belt St, Spokane, WA 99205
- $12,926 for an energy audit of Fire Station 01 at 44 W Riverside Ave, Spokane, WA 99201
- $12,926 for an energy audit of the city-owned building at 909 N Nelson St, Spokane, WA 99202
- $10,426 for an energy audit of Intermodal Facility at 221 W 1st Ave, Spokane, WA 99201
- $9,425 for an energy audit of Upriver Dam at 2701 N Waterworks St, Spokane, WA 99212
- $7,925 for an energy audit of Fire Maintenance Training Addition at 1618 N Rebecca St, Spokane, WA 99212
- $7,425 for an energy audit of Police Academy at 2302 N Waterworks St, Spokane, WA 99212

Attachment C: Reporting Requirements

No later than March 31, 2026, the city must submit the following to AWC:

For audits of Tier 1 buildings:

- Completed and signed reimbursement request (AWC form)
- Invoice demonstrating payment for the audit
- A completed building improvement plan for each building included in the audit, including:
  - Compliance pathway, if applicable
  - Performance metric for each building
  - Estimated cost of meeting the Energy Performance Metric
  - Estimated cost of developing and implementing an energy management plan, as required by the CBPS
  - Estimated cost of developing and implementing an operations and maintenance program, as required by the CBPS
- A completed Form D Audit Report

For audits of Tier 2 buildings:

- Completed and signed reimbursement request (AWC form)
- Invoice demonstrating payment for the audit
- A completed building improvement plan for each building included in the audit, including:
  - The identified Energy Efficiency Measures (EEMs)
  - Range of estimated costs to implement the EEMs
  - Estimated cost of developing and implementing an energy management plan, as required by the CBPS
  - Estimated cost of developing and implementing an operations and maintenance program, as required by the CBPS

All work must be completed, and reports and reimbursement requests submitted no later than March 31, 2026.

Clean Buildings Compliance

City of Spokane

8/27/2025

This proposal includes turnkey Clean Buildings related professional services for the City of Spokane. The scope of services in this proposal reflects the work needed to generate the required compliance documentation and submit compliance applications through the Portal for four (4) Tier One buildings (*City Hall, Nelson Service Center, SPD Property Evidence, and Northeast Community Center*); and ten (10) Tier Two buildings (*North Foothills Water Support, East Central Community Center, Sewer Maintenance and Office, West Central Community Center, Fire Station Number 1, 909 N. Nelson, Intermodal Facility, Upriver Dam, Fire Maintenance Training Addition, and Police Academy*). All these buildings require various professional services to demonstrate compliance with the Clean Buildings Act.

WA Commerce is still making changes to WAC 194-50 and therefore Custom Energy (CE) cannot guarantee compliance with the Clean Buildings Performance Standard, but we will work towards that end on behalf of the City of Spokane. If additional requirements are identified, amended, corrected or changed by WA Commerce, CE reserves the right to pass on the financial burden. We will communicate such changes before completing any additional work that is not shown below.

Once contracted, CE will complete the following services:

1. **Validate Energy Benchmarking** (All 14 Buildings)
    a. Ensure Energy Star Portfolio Manager sites are accurate, the correct meters are connected to each building, and that the wnEUI is correct for each building.
2. **Access owner portal** (All 14 Buildings)
    a. Ensure all building data is correct including parcel numbers, square footage, etc.
    b. Connect portal with Energy Star Portfolio Manager.
    c. Assist the City with claiming ownership of (10) Tier 2 buildings in the Portal.
3. **Conduct ASHRAE 2 Energy Audits** in accordance with ASHRAE and CBA requirements for the listed buildings below.
    a. Include all ASHRAE and CBA requirements for an ASHRAE 2 energy audit.
    b. Complete site visits and collect field measurements and data as needed to support savings and LCCA calculations.
    c. Complete energy savings calculations.
    d. Draft a report.
    e. Report will satisfy the requirements of ASHRAE and the Clean Buildings Act.
    f. Review findings and the draft report with stakeholders.
    g. Revise and finalize report, submit electronically.
        i. Tier 1
            1. City Hall
            2. Nelson Service Center
            3. SPD Property Evidence
            4. Northeast Community Center

ii. Tier 2
    1. North Foothills Water Support
    2. East Central Community Center
    3. Sewer Maintenance Management Office
    4. West Central Community Center
    5. Fire Station Number 1
    6. 909 N. Nelson
    7. Intermodal Facility
    8. Upriver Dam
    9. Fire Shop and CARES/EMS office
    10. Police Academy

4. **Complete Compliance Forms** (All 14 buildings)
    a. Forms A-F
        i. City Hall
        ii. Nelson service Center
        iii. Northeast Community Center
        iv. SPD property Evidence
    b. Forms A-C
        i. North Foothills Water Support
        ii. East Central Community Center
        iii. Sewer Maintenance Management Office
        iv. West Central Community Center
        v. Fire Station Number 1
        vi. 909 N. Nelson
        vii. Intermodal Facility
        viii. Upriver Dam
        ix. Fire Shop and CARES/EMS office
        x. Police Academy
5. **Complete an Energy Management Plan and EMP Reporting Tool** in accordance with the CBA for all 14 buildings.
6. **Complete an Operations and Maintenance Plan and O&M Plan Reporting Tool** in accordance with the CBA for all 14 buildings.
7. Sign all compliance documents as the qualified person and load them into the portal.
8. Coordinate with owner and Commerce as needed.
9. Provide raw files to the owner.
10. Submit compliance documentation for all (16) buildings through the Portal. Respond to any feedback Commerce provides on the application for each building and re-submit as needed to ensure all (14) buildings are accepted by WA Commerce.
11. Assist the City with applying for the Tier 2 Early Adopter Incentive.

Assumptions

The owner will:

1. Provide additional information as needed including record drawings, commissioning reports, TAB reports, etc.
2. Provide access to stakeholders as needed to complete the work and present findings.
3. Provide parcel numbers, access to the energy consuming equipment in the building, and other information as needed to complete this scope of work.

Exclusions

1. Design
2. Permitting
3. Construction
4. Any work for the Wraight Building
5. Any services not listed.

Fee: Custom Energy will begin work upon execution of this agreement and upon approval from City staff. Payments for services will be made monthly in proportion to services performed. Payments are due and payable upon presentation of the CE's monthly invoices. CE will invoice monthly for progress made in each building. The City of Spokane and CE agree that the following milestones represent certain levels of completion. Reference Fee Summary Tables below for pricing per building. All pricing per building is lump sum, and not-to-exceed the values listed in the Tables below. The pricing in this proposal assumes that CE will be allowed to conduct services for multiple buildings simultaneously. This allows us to account for economies of scale with the project, and to pass those savings on to the City.

ASHRAE 2 Energy Audits

- Site walk: 25% completion
- Energy calculations complete: 25% completion
- Draft report submitted to the City: 40% completion
- Final report submitted to the City: 10% completion

Energy Management Plans, Operations and Maintenance Plans, Compliance Forms

- Site walk: 50% completion
- Draft documents submitted to the City: 90% completion
- Final documents submitted to the City: 100% completion

Accepted By:

Name:_____

Title:_____

Date:_____

Signature:_____

Name: Michael James

Title: Vice President

Date: August 27, 2025

Signature: Michael James

Fee Summary Table: Clean Buildings Compliance

Building Name	Square Feet	Tier	ASHRAE 2 Energy Audit	EMP	O&M Plan	Forms A-C	Forms D & F	Fee/ Building
City Hall	161,872	Tier 1	$51,511	$6,781	$6,224	$1,565	$5,941	$72,022
Nelson Service Center	57,645	Tier 1	$28,599	$5,328	$3,857	$1,670	$6,117	$45,571
SPD Property Evidence	65,000	Tier 1	$31,415	$5,426	$4,020	$1,655	$6,091	$48,607
Northeast Community Center	73,000	Tier 1	$31,510	$5,231	$3,838	$1,328	$5,545	$47,452
North Foothills Water Support	39,760	Tier 2	$18,176	$3,672	$2,952	$1,301	$0	$26,101
East Central Community Center (MLK)	38,584	Tier 2	$18,176	$3,672	$2,952	$1,301	$0	$26,101
Sewer Maint. Wastewater Management Office	33,272	Tier 2	$16,426	$3,672	$2,952	$1,301	$0	$24,351
West Central Community Center	32,500	Tier 2	$15,426	$3,672	$2,952	$1,301	$0	$23,351
Fire Station 01	31,284	Tier 2	$12,926	$2,672	$2,452	$801	$0	$18,851
909 N Nelson	30,000	Tier 2	$12,926	$2,672	$2,452	$801	$0	$18,851
Intermodal Facility	26,762	Tier 2	$10,426	$1,671	$1,651	$601	$0	$14,349
Upriver Dam	24,000	Tier 2	$9,425	$1,671	$1,651	$601	$0	$13,348
Fire Maintenance Training Addition	21,754	Tier 2	$7,925	$1,671	$1,651	$601	$0	$11,848
Police Academy	20,500	Tier 2	$7,425	$1,671	$1,651	$601	$0	$11,348
							Total Project Fee:	$402,151

Custom Energy will support the City of Spokane with securing grant funding through the AWC for ASHRAE 2 energy audits, and incentive funding through the Tier 2 Early Adopter Incentive. CE does ***not*** guarantee receipt of grants or incentives.

Grant and Incentive Summary:

Description	CE Fee	AWC Grant	Tier 2 Early Adopter Incentive	Net Cost to City
ASHRAE 2 Energy Audits	$272,292	$272,292	N/A	$0
Non-Audit CBA Work (EMP, O&M, Forms)	$129,859	N/A	$89,524.80	$40,334.20
Totals:				$40,334.20

Note: CE does ***not*** guarantee receipt of grants or incentives.

Wicker, Cole

From: Teal, Jeffrey
Sent: Wednesday, September 3, 2025 5:59 AM
To: Wicker, Cole; Steele, David
Subject: RE: City of Spokane - Clean Buildings - Grant Funding

Answers from our vendor –

c. AWC is only giving us 4 months so I think we need to say 4 months. We can get all that done, but would love to start early if at all possible.

e. we have (4) Tier 1 buildings listed in our proposal.

1. City Hall (Investment)
2. Nelson Service Center (Investment)
3. SPD Property Evidence (Investment)
4. Northeast Community Center (Meets EUIt. The City might want to explain the value the ASHRAE 2 audit will add. In the past we talked about the need for meaningful capital planning and addressing deferred maintenance strategically.)

JEFF TEAL| CITY OF SPOKANE | DIRECTOR OF FACILITIES
509.625.6533 office | 509.570.8737 cell | jteal@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

From: Wicker, Cole <wwicker@spokanecity.org>
Sent: Thursday, August 28, 2025 10:14 AM
To: Teal, Jeffrey <jteal@spokanecity.org>; Steele, David <dsteele@spokanecity.org>
Subject: RE: City of Spokane - Clean Buildings - Grant Funding

Hey Jeff –

For the application to receive full points, the timeline needs to be included in the audit proposal. Based on the most recent proposal, I believe the only things we need to add are c. and e.

2. A proposed audit scope of work, including:
   a. The systems to be evaluated
   b. The level of audit to be conducted
   c. The timeline to completion
   d. The cost, per building, to conduct the energy audit
   e. For Tier 1 buildings: the chosen compliance (EUIt or investment criteria)

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/21/2025		
Clerk's File #	OPR 2024-0095		
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	**Bid #**	IRFP 5921-23
Contact Name/Phone	LANCE ROMINE X6966	**Requisition #**	2026 FUNDS
Contact E-Mail	LROMINE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART PDILLON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	CONTRACT RENEWAL WITH DAY WIRELESS		

Agenda Wording

Contract renewal with Day Management Corp, dba Day Wireless Systems for the preventative maintenance and repair of the City's non-emergency radio communications system and equipment. Cost not to exceed $150,000, this is the 1st of 3 possible renewals

Summary (Background)

IT is taking this contract over from Fleet services as part of IT becoming responsible for the City radio communication systems beginning January 1, 2026. This contract is necessary to minimize the potential interruptions to our critical non-emergency radio communications.

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

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** not to exceed $150,000.00
Current Year Cost	**$** not to exceed $150,000.00
Subsequent Year(s) Cost	**$** not to exceed $150,000.00

Narrative

Amount		**Budget Account**
Expense	**$** 150,000	**#** 5100-71700-48348-54201
Select	**$**	**#**
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	MARTINEZ, LAZ	**PURCHASING**	WAHL, CONNIE
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Tabitha Studebaker; tstudebaker@daywireless.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2024-0095

City of Spokane

CONTRACT RENEWAL 1 of 3

Title: **RADIO SYSTEM MAINTENANCE AND ON-CALL EMERGENCY SERVICE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DAY MANAGEMENT CORP. d/b/a DAY WIRELESS SYSTEMS**, whose address is 13212 East Indiana Avenue, Spokane Valley, Washington 99216 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed provide Radio System Maintenance and On-Call Emergency Service; and

WHEREAS, the original Contract provided for three (3) one-year (1) renewals with this being the first of those renewals; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated February 16, 2024 and February 20, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.
This Contract Renewal shall become effective on January 1, 2026, and shall run through December 31, 2026.

3. COMPENSATION.
The City shall pay a maximum amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS** (**$150,000.00**) plus applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

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

DAY MANAGEMENT CORP. d/b/a DAY WIRELESS SYSTEMS

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

25-218

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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)

Description	**Hourly Rate**	**Flat Rate**
Preventative Maintenance	$175.00/hr	
On-Ste Repair	$175.00/hr	
In-House Repair	$175.00/hr	
Emergency Callout	$175.00/hr	
After Hours Emergency Callout	$175.00/hr	
Consultation	$175.00/hr	
Training	$175.00/hr	
Parts Mark Up		Cost + 25%
Mileage	N/A	
Misc. Charges		$150.00
Fees	N/A	
Response Times	**Response Times**	
Preventative Maintenance	< 2 hrs	
On-Ste Repair	< 2 hrs	
In-House Repair	< 2 hrs	
Emergency Callout	< 2 hrs	
After Hours Emergency Callout	< 2 hrs	
List Certifications		
UPLOAD IN PROCUREWARE		
Dealer Line Card	**Brands**	
UPLOAD IN PROCUREWARE		
Warranty	**Time Frame**	
Workmanship	1 Year	
Manufacturer/Brand Warranty	1 Year	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

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

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

PRODUCER	CONTACT NAME: Robyn Greene
Leavitt Select Insurance Services, Inc. 6220 N Discovery Way Suite 100 Boise ID 83713	PHONE (A/C, No, Ext): (208) 672-6160 FAX (A/C, No): (866) 429-3119 E-MAIL ADDRESS: robyn-greene@leavitt.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Day Management Corporation dba Day Wireless Systems 6430 SE Lake Rd Milwaukie OR 97222	INSURER A: National Union Fire Insurance Company c	19445
	INSURER B: Navigators Specialty Insurance Company	36056
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Scottsdale Insurance Company	41297
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **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 $0 Ded GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		GL 5342023	4/1/2025	4/1/2026	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 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			CA 3786644	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CH25EXC885592IC	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 072113165 (AOS) WC 072113247 (CA) WA Stop Gap	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	2nd Excess Policy-Excess over GL, Auto & Employers Liability			XLS2006650	4/1/2025	4/1/2026	Each Occurrence Aggregate	$5,000,000 $5,000,000

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

CERTIFICATE HOLDER

tprince@spokanecity.org

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3304

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

Ted Rice/ROGREE

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: DAY MANAGEMENT CORP.

Business name: DAY WIRELESS SYSTEMS

Entity type: Profit Corporation

UBI #: 601-202-845

Business ID: 001

Location ID: 0003

Location: Active

Location address:
13212 E INDIANA AVE
SPOKANE VALLEY WA 99216-2761

Mailing address:
PO BOX 22169
MILWAUKIE OR 97269-2169

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	May-31-2026	Nov-29-2012
Spokane Valley General Business				Active	May-31-2026	Nov-30-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DAY, C JUNE	
DAY, GORDON D	
DAY, JESSICA	
DAY, MACKENZIE	
WHEELER, BROOKE	

Registered Trade Names

Registered trade names	Status	First issued
DAY WIRELESS SYSTEMS	Active	May-23-2023
TRBOWEST DIGITAL NETWORK	Active	Oct-29-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 9/9/2025 4:20:21 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025
Clerk's File #	OPR 2025-0783
Cross Ref #	
Project #	
Bid #	
Requisition #	2026 FUNDS

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 342-6913
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO / **Public Works?** NO
Agenda Item Name	SPOKANE ARTS PERSONAL SERVICES AGREEMENT FROM JANUARY 1 2026 -

Agenda Wording

This personal services agreement and memorandum of understanding between the City of Spokane, Arts Commission, and Spokane Arts is for the purpose of promoting and enhancing the quality, accessibility, and presence of the arts in the city of Spokane.

Summary (Background)

The Spokane Arts Commission promotes and enhances the quality, accessibility, and presence of the arts in Spokane as set forth in chapter 4.05 of the Spokane Municipal Code. Pursuant to SMC 08.03.122, the Spokane Arts Commission consults with the Spokane Arts Fund to implement the arts grant program known as the Spokane Arts Grant Awards (SAGA). In addition to SAGA, the City of Spokane under this agreement, contracts with the Spokane Arts Fund to maintain an active regional artist roster, provide art programs that expand access, visibility, and appreciation of Spokane-based artists, provide art policy and project guidance, as requested by the Spokane Arts Commission, and host an annual arts award event honoring creatives, arts and cultural organizations, and local individuals committed to enriching the city of Spokane through the arts. This personal services agreement and memorandum of understanding between the City of Spokane, Arts Commission, and Spokane Arts is for the purpose of promoting and enhancing the quality, accessibility, and presence of the arts in the city of Spokane. The memorandum of understanding outlines the responsibilities of each entity and reporting requirements. This personal services agreement is funded through the City's admissions tax pursuant to SMC 08.03.122.

What impacts would the proposal have on historically excluded communities?

The purpose of this agreement is to provide and promote art programs that expand access, visibility, and appreciation of Spokane-based artists.

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 Spokane Arts Fund will provide to the City Council and to the Arts Commission an annual report to include a recap of arts activities executed under this contract. The report shall include, but not be limited to the following: 1) Number and geographic distribution of arts programs, projects, or events supported by City funds, including public art installations and community engagement initiatives; 2) Economic and community impact indicators, such as attendance, participation rates, or local spending associated with City-supported arts activities; 3) Diversity and equity outcomes, including demographic or neighborhood-level data on artists

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

The Spokane Arts Fund will provide to the City Council and to the Arts Commission an annual report to include a recap of arts activities executed under this contract.

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 agreement aligns with SMC 08.03.122.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 919,632.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

The term of this two-year agreement begins on January 1, 2026 runs through December 31, 2027. The total cost of the contract over two years shall not exceed $919,632.00.

Amount		Budget Account
Expense	$ 459,816	# 0020-53210-73200-54201-99999 (2026)
Expense	$ 459,816	# 0020-53210-73200-54201-99999 (2027)
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Taxes

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

City Admissions tax pursuant to SMC 08.03.122.

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM	PURCHASING	NECHANICKY, JASON
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor	SCOTT, ALEXANDER		

Distribution List	
	kbustos@spokanecity.org

City Clerk's No. OPR 2025-0783

City of Spokane

PERSONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the **CITY OF SPOKANE** ("City"), a Washington municipal corporation, **SPOKANE ARTS COMMISSION,** organized pursuant to chapter 4.05 of the Spokane Municipal Code, located at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("Arts Commission"); and the **SPOKANE ARTS FUND**, a non-profit corporation, located at P.O. Box 8737. Spokane, Washington 99203-0737 904, ("Arts Fund"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, for the purpose of this Agreement of providing a structure within local government to promote and enhance the quality, accessibility and presence of the arts in Spokane, the City established the Spokane Arts Commission to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters relating to the quality of life of Spokane arts audience members, artists, arts organizations, arts businesses and to advise the City in planning for and creating, maintaining and promoting works of public art; and

WHEREAS, the Spokane Arts Commission, on behalf of the City of Spokane, and the Spokane Arts Fund enter into a Memorandum of Understanding for the general purpose of promoting and enhancing the quality, accessibility, and presence of the arts in the city of Spokane;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the responsibilities contained herein, the City, Spokane Arts Commission, and Spokane Arts Fund mutually agree as follows:

1. SPOKANE ARTS COMMISSION MISSION AND GOALS.

A. The intent of the Spokane Arts Commission is to promote and enhance the quality, accessibility and presence of the arts in Spokane as set forth in chapter 4.05 of the Spokane Municipal Code.

B. The goals of the Spokane Arts Commission are to:
   1) be a community leader in the identification of issues affecting the arts in the community;

   2) serve as an advocate for and promoter of art in all disciplines, artists, arts organizations, arts business and the arts audience and to work toward improvement in arts policies;

   3) strengthen links between arts organizations, arts business and artists through convening and training activities, and

4) strengthen the artists, arts organizations and arts businesses through programs, initiatives and resources.

2. SPOKANE ARTS FUND

A. Spokane Arts represents the joint efforts of the 501©3 Spokane Arts Fund and the City of Spokane's Arts Commission, working together to amplify Spokane as the cultural hub and catalyst for the Inland Northwest through arts leadership, advocacy, networking, and support. Spokane Arts implements regular programming and awards grants to community-based arts organizations and individuals.

B. The Spokane Arts Fund will operate as an independent contractor separate from the City and the Spokane Arts Commission.

C. The Spokane Arts Fund will use sound fiscal and auditing procedures.

D. The Spokane Arts Fund will maintain status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.

3. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2026, and shall run through December 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

4. RESPONSIBILITIES.

A. SPOKANE ARTS FUND.

Pursuant to SMC 08.03.122, the Spokane Arts Commission consults with the Spokane Arts Fund to implement the arts grant program known as the Spokane Arts Grant Awards (SAGA). In addition to SAGA, the City of Spokane contracts with the Spokane Arts Fund to:

1. Maintain an active regional artist roster;

2. Host an annual arts award event honoring creatives, arts and cultural organizations, and local individuals committed to enriching the city of Spokane through the arts; and

3. Provide art programs that expand access, visibility, and appreciation of Spokane-based artists, such as but not limited to Queer Art Walk, TheaterFest, and public mural programs; and

4. Provide art policy and project guidance, as requested by the Spokane Arts Commission.

B. CITY OF SPOKANE – ARTS COMMISSION.

In addition to any duties required of the Arts Commission provided in Spokane Municipal Code Chapter 04.05 and Sections 07.06.400 – 07.06.430, the Spokane Arts Commission specifically leads, promotes, and executes the following on behalf of the City of Spokane:

1) City of Spokane Municipal Arts Plan and municipal art on public projects (1% for the arts);

2) Asphalt art and other programs utilizing art as a method of traffic calming;

3) Exhibits and events held in the Chase Gallery;

4) City of Spokane Poet Laureate and Poet Laureate programs, including but not limited to the City Council's Poetry at the Podium program;

5) Film permitting in support of the City's Community and Economic Development Division;

6) Sister Cities Art programs; and

7) Art policy and project guidance, and other duties as assigned by the Mayor or City Council.

C. JOINT ARTS COMMISSION AND SPOKANE ARTS FUND

The Arts Commission and the Spokane Arts Fund jointly agree to:

1) Promote and Market the SAGA Grant Program. Promotion and marketing should indicate that the SAGA grants are sponsored by the City of Spokane and funded by the residents and visitors who attend arts, entertainment, and sporting events in the city of Spokane.

2) Promote and market First Fridays with community partners;

3) Promote and market Arts Month (October);

4) Develop and administer juried policies and procedures that may be utilized by both the Arts Commission and Spokane Arts Fund;

5) Develop and administer public arts call policies and procedures that may be utilized by both the Arts Commission and Spokane Arts Fund; and

6) Develop a joint strategic work plan to be approved by the Spokane Arts Fund Board and the Arts Commission.

5. COMPENSATION / PAYMENT.

Total compensation for Spokane Arts Fund's services under this Agreement shall not exceed **NINE HUNDRED NINETEEN THOUSAND SIX HUNDRED THIRTY-TWO AND NO/100 DOLLARS ($919,632.00)**, unless modified by a written amendment to this Agreement.

The Spokane Arts Fund shall submit their applications for payment to the Community and Economic Development Services Division, Attn: Steven MacDonald, 808 West Spokane Falls Boulevard, 3rd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Spokane Arts Fund's application, except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Spokane Arts Fund 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.

6. TAXES, FEES, AND LICENSES.

A. Spokane Arts Fund shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc., necessary to conduct the work included under this Agreement. It is the Spokane Arts Fund's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments,

or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Spokane Arts Fund 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 Spokane Arts Fund does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. LIABILITY.

A. The Spokane Arts Fund shall indemnify and hold harmless the City, its officers and employees, and the Spokane Arts Commission from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Arts Fund in performance / non-performance of this Memorandum, except for claims arising from the negligence of the City, its officers and employees or the Spokane Arts Commission. The Spokane Arts Fund's liability shall be limited to the maximum amounts of insurance coverage in section 8.

B The City (also including the Spokane Arts Commission) shall indemnify and hold harmless the Spokane Arts Fund, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the City or the Spokane Arts Commission in performance/nonperformance of this Memorandum, except for claims arising from the negligence of the Spokane Arts Fund.

10. INSURANCE.

During the period of the Agreement, Spokane Arts Fund 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 Spokane Arts Fund's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Spokane Arts Fund'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 Spokane Arts Fund or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Spokane Arts Fund 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 Spokane Arts Fund'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 Spokane Arts Fund shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. REPORTS.

A. The Spokane Arts Fund shall provide to the City of Spokane Arts Commission an annual report to include a recap of arts activities executed under this contract. The report shall include, but not be limited to the following:

1) Number and geographic distribution of arts programs, projects, or events supported by City funds, including public art installations and community engagement initiatives;

2) Economic and community impact indicators, such as attendance, participation rates, or local spending associated with City-supported arts activities;

3) Diversity and equity outcomes, including demographic or neighborhood-level data on artists and communities served, where available; and

4) Any regional collaborations, including programmatic impact, funding sources, and any implications for City-supported arts activities.

B. The Spokane Arts Fund shall annually, in the third quarter, make a presentation to the City Council at an agreed-upon Urban Experience committee meeting, providing an update on all arts activities executed under this contract.

12. ACCOUNTABILITY AND STEWARDSHIP. As the parties want to maintain the highest levels of accountability and stewardship, they agree to share information with each other as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure programs are successfully provided, donated funds are accounted for, and expenditures are made in accordance with donors' wishes. The Spokane Arts Commission and the Spokane Arts Fund shall provide, at the start of each calendar year, a current list of their officers and directors to the City.

13. DEBARMENT AND SUSPENSION.

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

14. AUDIT.

The Spokane Arts Fund and its subcontractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Spokane Arts Fund 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 Agreement, the federal law shall prevail.

15. ASSIGNMENT AND SUBCONTRACTING.

The Spokane Arts Fund shall not assign or subcontract its responsibilities under this Agreement without the City’s written consent, which may be granted or withheld in the City’s sole discretion, provided nothing shall preclude Spokane Arts Fund from using other sources of funding to enter into cooperative agreements, partnerships, or contractual relationships with other governmental entities, nonprofit organizations, or private entities that expand or enhance arts and cultural programming beyond the boundaries of the city of Spokane. Any subcontract made by the Spokane Arts Fund shall incorporate by reference this Agreement, except as otherwise provided. The Spokane Arts Fund shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City’s consent to any assignment or subcontract does not release the Spokane Arts Fund from liability or any responsibility within this Agreement, whether before or after City consent, assignment, or subcontract.

16. TERMINATION.

Either the City or Spokane Arts Fund may terminate this Agreement, with or without cause, by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Spokane Arts Fund for all work previously authorized and performed prior to the termination date.

17. STANDARD OF PERFORMANCE.

The standard of performance applicable to Spokane Arts Fund’s services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

18. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original programs, content, documents, drawings, designs, reports, or any other records developed or created under this Agreement by or on behalf of the Spokane Arts Fund shall belong to and become the property of the Spokane Arts Fund, unless otherwise agreed to in writing. Original programs, content, documents, drawings, designs, reports, or any other records developed or created under this Agreement by or on behalf of the City of Spokane and/or City of Spokane Arts Commission shall belong to and become the property of the City of Spokane. It is the intent that the parties to this agreement shall have non-exclusive usage rights for original programs, content, documents, drawings, designs, reports, or any other records developed or created under this Agreement. All records submitted by the City to the Spokane Arts Fund shall be safeguarded by the Spokane Arts Fund. The Spokane Arts Fund shall make such data, documents, and files available to the City upon the City’s request. If the City’s use of the Spokane

Arts Fund's records or data is not related to this project, it shall be without liability or legal exposure to the Spokane Arts Fund.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]), all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

19. ANTI KICK-BACK.

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

20. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Spokane Arts Fund, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane, and rules, regulations, orders, and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Spokane Arts Fund shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Spokane Arts Fund after the time the same shall have become due nor payment to the Spokane Arts Fund for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document, along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Spokane Arts Fund. If conflict occurs between Agreement documents and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent, or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

SPOKANE ARTS FUND

By_____
Signature Date

_____
Type or Print Name

_____
Title

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

SPOKANE ARTS COMMISSION

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment

25-202a

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)

Agenda Sheet for City Council:

Committee: PIES **Date:** 06/16/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	4/14/2025		
Clerk's File #	OPR 2025-0798		
Cross Ref #			
Project #	2022090		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	27989
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD - ARTERIAL PEDESTRIAN HYBRID BEACONS 2022090		

Agenda Wording

Low Bid of Cameron Reilly LLC (Spokane, WA) for 2022090 - Arterial Pedestrian Hybrid Beacons - $1,477,338.00. An administrative reserve of $147,733.80, which is 10% of the contract, will be set aside. (Various neighborhoods)

Summary (Background)

This federally funded project installs pedestrian hybrid beacons (HAWK signals) at four locations: Columbia and Market (near Hillyard Aquatic Center), Regal and Thurston (near Ferris HS), Whistalks Way (near SCC) and Nevada and Cozza (large apartment complexes). At a couple of these locations, there have been pedestrian accidents. On November 3, bids were opened for the above project. The low bid from Cameron Reilly LLC in the amount of $1,477,338.00, which is 2.51% below the Engineer's Estimate of $1,515,387.25. 4 other bids were received as follows: Power City Electric - $1,486,707.98, Liberty Northwest Construction - $1,488,865.00, WM Winkler Company - $1,520,750.60 and Inland Infrastructure LLC - $1,649,899.00.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,477,338.00
Current Year Cost	$ 1,477,338.00
Subsequent Year(s) Cost	$

Narrative

This project is funded with a federal grant.

Amount		Budget Account
Expense	$ 1,614,872.80	# 3200 95164 95300 56501 86130
Expense	$ 10,199.00	# 3200 48400 95300 56501 86130
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ADAMS, JONATHAN R.	PURCHASING	GBYRD
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	GBYRD		

Distribution List

Mike Reilly - mike@cameron-reilly.com	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	pyoung@spokanecity.org
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mvallen@spokanecity.org	

City Clerk's No. OPR 2025-0798
Engineering No. 2022090

City of Spokane

PUBLIC WORKS CONTRACT

Title: **INSTALLATION OF ARTERIAL PEDESTRIAN HYBRID BEACONS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAMERON REILLY, LLC.**, whose address is 309 North Park Road, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **INSTALLATION OF ARTERIAL PEDESTRIAN HYBRID BEACONS.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2025, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2022090 apply.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed $1,477,338.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The

"Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the City.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. 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 Contractor 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 Contractor.

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. 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. Contractor will comply with

the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

22. 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.

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

24. AUDIT / RECORDS. The Contractor 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 Contractor 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.

25. 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 Contractor 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 Contractor does not believe it is required to obtain a business registration, it may contact the City’s Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the “Affidavit of Wages Paid” form filed with the State Department of Labor and Industries.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.
Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

CAMERON REILLY, 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 Contract:
Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

25-228

PAYMENT BOND

We, **CAMERON REILLY, LLC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS ($1,477,338.00)**, plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **INSTALLATION OF ARTERIAL PEDESTRIAN HYBRID BEACONS.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

CAMERON REILLY, LLC.
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that_____ _____signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **CAMERON REILLY, LLC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS ($1,477,338.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **INSTALLATION OF ARTERIAL PEDESTRIAN HYBRID BEACONS.** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

CAMERON REILLY, LLC.
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety Company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

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)

SCHEDULE A-1

Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	$	1,000.00	$	1,000.00
2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1.00 EST	$	1.00	$	1.00
3	SPCC PLAN	1.00 LS	$	500.00	$	500.00
4	POTHOLING	30.00 EA	$	350.00	$	10,500.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	$	5,000.00	$	5,000.00
6	MOBILIZATION	1.00 LS	$	143,098.00	$	143,098.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	$	55,000.00	$	55,000.00
8	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	$	1.00	$	5,000.00
9	SPECIAL SIGNS	280.00 SF	$	22.00	$	6,160.00
10	CLEARING AND GRUBBING	1.00 LS	$	10,000.00	$	10,000.00
11	CLEARING AND GRUBBING – SFCC	1.00 LS	$	1,500.00	$	1,500.00
12	TREE ROOT TREATMENT	2.00 EA	$	1,000.00	$	2,000.00
13	TREE PROTECTION ZONE	7.00 EA	$	250.00	$	1,750.00
14	TREE PRUNING	5.00 EA	$	250.00	$	1,250.00

15	REMOVE EXISTING CURB	2,187.00 LF	$	8.00	$	17,496.00
16	REMOVE EXISTING CURB AND GUTTER	81.00 LF	$	10.00	$	810.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	600.00 SY	$	30.00	$	18,000.00
18	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	2.00 EA	$	1,000.00	$	2,000.00
19	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	21.00 LF	$	45.00	$	945.00
20	SAWCUTTING CURB	35.00 EA	$	35.00	$	1,225.00
21	SAWCUTTING RIGID PAVEMENT	2,602.00 LFI	$	1.00	$	2,602.00
22	SAWCUTTING FLEXIBLE PAVEMENT	11,245.00 LFI	$	0.65	$	7,309.25
23	SAWCUTTING FLEXIBLE PAVEMENT – CURVILINEAR	1,330.00 LFI	$	1.25	$	1,662.50
24	REMOVE EXISTING GUARDRAIL	65.00 LF	$	25.00	$	1,625.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	2.00 CY	$	75.00	$	150.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	2.00 CY	$	85.00	$	170.00
27	CONTROLLED DENSITY FILL	5.00 CY	$	175.00	$	875.00
28	CSTC FOR DRIVEWAY TRANSITIONS & TRAFFIC ISLANDS	12.00 CY	$	195.00	$	2,340.00
29	CSTC FOR SIDEWALK, 2 INCH THICK	1,196.00 SY	$	12.00	$	14,352.00
30	CSTC FOR DRIVEWAYS, 4 INCH THICK	246.00 SY	$	30.00	$	7,380.00

31	COMMERCIAL HMA	5.00 TON	$	500.00	$	2,500.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	144.00 SY	$	90.00	$	12,960.00
33	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	95.00 SY	$	105.00	$	9,975.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,104.00 SY	$	30.00	$	33,120.00
35	COMMERCIAL CONCRETE	5.00 CY	$	200.00	$	1,000.00
36	CATCH BASIN TYPE 1	2.00 EA	$	5,000.00	$	10,000.00
37	MH OR DW FRAME AND COVER (LOCKABLE)	1.00 EA	$	1,000.00	$	1,000.00
38	FRAME AND GRATE FOR CB OR GRATE INLET	3.00 EA	$	1,000.00	$	3,000.00
39	VALVE BOX AND COVER	1.00 EA	$	400.00	$	400.00
40	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	$	650.00	$	650.00
41	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1.00 EA	$	750.00	$	750.00
42	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	2.00 EA	$	500.00	$	1,000.00
43	CLEANING EXISTING DRAINAGE STRUCTURE	3.00 EA	$	1,000.00	$	3,000.00
44	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	2.00 CY	$	75.00	$	150.00
45	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	2.00 CY	$	85.00	$	170.00
46	TRENCH SAFETY SYSTEM	1.00 LS	$	500.00	$	500.00

47	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	15.00 LF	$	115.00	$	1,725.00
48	PLUGGING EXISTING PIPE	1.00 EA	$	500.00	$	500.00
49	ESC LEAD	1.00 LS	$	1,000.00	$	1,000.00
50	INLET PROTECTION	14.00 EA	$	65.00	$	910.00
51	TOPSOIL TYPE A, 2 INCH THICK	301.00 SY	$	9.50	$	2,859.50
52	HYDROSEEDING	59.00 SY	$	10.00	$	590.00
53	SOD INSTALLATION	242.00 SY	$	26.00	$	6,292.00
54	LANDSCAPE BOULDERS, 4 MAN	10.00 EA	$	250.00	$	2,500.00
55	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	$	18,500.00	$	18,500.00
56	CEMENT CONCRETE CURB	1,934.00 LF	$	27.00	$	52,218.00
57	CEMENT CONC. CURB AND GUTTER	141.00 LF	$	43.00	$	6,063.00
58	CEMENT CONCRETE DRIVEWAY – HIGH EARLY	210.00 SY	$	65.00	$	13,650.00
59	CEMENT CONCRETE DRIVEWAY TRANSITION – HIGH EARLY	92.00 SY	$	70.00	$	6,440.00
60	CHANNELIZING DEVICES TYPE 4	1.00 EA	$	525.00	$	525.00
61	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	$	4,500.00	$	4,500.00
62	REFERENCE AND REESTABLISH SURVEY MONUMENT	4.00 EA	$	435.00	$	1,740.00

63	CEMENT CONC. SIDEWALK	1,178.00 SY	$	65.00	$	76,570.00
64	RAMP DETECTABLE WARNING	202.00 SF	$	30.00	$	6,060.00
65	MAILBOX SUPPORT, TYPE 1	2.00 EA	$	750.00	$	1,500.00
66	PEDESTRIAN HYBRID BEACON SYSTEM, COZZA & NEVADA	1.00 LS	$	171,000.00	$	171,000.00
67	PEDESTRIAN HYBRID BEACON SYSTEM, COLUMBIA & MARKET	1.00 LS	$	180,000.00	$	180,000.00
68	PEDESTRIAN HYBRID BEACON SYSTEM, RANDOLPH & WHISTALKS WAY	1.00 LS	$	185,000.00	$	185,000.00
69	PEDESTRIAN HYBRID BEACON SYSTEM, REGAL & THURSTON	1.00 LS	$	165,000.00	$	165,000.00
70	COMMUNICATION CONDUIT SYSTEM	1.00 LS	$	30,000.00	$	30,000.00
71	COMMUNICATION CABLES AND INTERFACES	1.00 LS	$	12,054.00	$	12,054.00
72	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1.00 LS	$	20,000.00	$	20,000.00
73	DIRECTIONAL BORING	351.00 LF	$	74.50	$	26,149.50
74	SIGNING, PERMANENT – CONTRACTOR MANUFACTURED SIGNS	1.00 LS	$	36,000.00	$	36,000.00
75	REMOVAL OF EXISTING PAVEMENT MARKINGS	467.00 SF	$	3.75	$	1,751.25
76	PAVEMENT MARKING – DURABLE HEAT APPLIED	4,143.00 SF	$	10.00	$	41,430.00
77	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	4.00 EA	$	300.00	$	1,200.00
78	REINFORCED DOWELED CURB	17.00 LF	$	55.00	$	935.00

79	TRAFFIC ISLAND CONCRETE	4.00 SY	$	200.00	$	800.00

Schedule A-1 Subtotal	$	1,477,338.00

Summary of Bid Items ***Bid Total***	$	1,477,338.00

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: CAMERON REILLY, LLC

Business name: CAMERON-REILLY, L.L.C.

Entity type: Limited Liability Company

UBI #: 602-633-401

Business ID: 001

Location ID: 0001

Location: Active

Location address: 309 N PARK RD
SPOKANE VALLEY WA 99212-1128

Mailing address: 309 N PARK RD
SPOKANE VALLEY WA 99212-1128

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Asotin County General Business - Non-Resident				Active	Jul-31-2026	Jul-29-2025
Asotin General Business - Non-Resident				Active	Jul-31-2026	Jul-29-2025
Cheney General Business - Non-Resident	BUS2015-075			Active	Jul-31-2026	Jan-14-2019
Deer Park General Business - Non-Resident				Active	Apr-30-2026	Apr-24-2025
Ephrata General Business - Non-				Active	Jul-31-2026	Aug-09-2021

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Resident						
Liberty Lake General Business - Non-Resident	00809			Active	Jul-31-2026	Jul-05-2007
Minor Work Permit				Active	Jul-31-2026	Apr-20-2015
Moses Lake General Business - Non-Resident	BL2021-0523			Active	Jul-31-2026	Aug-02-2021
Othello General Business - Non-Resident				Active	Jul-31-2026	Jul-23-2025
Pasco General Business - Non-Resident	29854			Active	Jul-31-2026	Aug-19-2016
Pullman General Business - Non-Resident				Active	Jul-31-2026	Mar-08-2024
Spokane General Business - Non-Resident	T11049806BUS			Active	Jul-31-2026	Oct-15-2012
Spokane Valley General Business				Active	Jul-31-2026	Feb-26-2007
West Richland General Business - NR				Active	Jun-30-2026	Jun-25-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GRAINGER, JAYSON	
REILLY, MICHAEL	
WESTBY, TODD	

Registered Trade Names

Registered trade names	Status	First issued
CAMERON-REILLY, L.L.C.	Active	Aug-03-2006
CR CONCRETE	Active	Sep-29-2021
EMPIRE CONCRETE CUTTING	Active	Jul-09-2025

The Business Lookup information is updated nightly. Search date and time: 11/4/2025 12:42:22 PM

Contact us

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2025

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 Parker Smith & Feek Insurance LLC 2233 112th Ave NE Bellevue WA 98004 License#: PC-1719201	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 425-709-3600 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Cameron-Reilly, LLC 309 N Park Rd Spokane WA 99212 CAMELLC-03	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company / 16535 **INSURER B :** American Guarantee and Liability Insurance / 26247 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 165404584 **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 X LOC OTHER:			GLO394676301	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP394676401	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**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		GLO394676301	3/1/2025	3/1/2026	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA Stop Gap $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Exhibit of Insurance.

CERTIFICATE HOLDER

Exhibit of Insurance

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

Brett Messner

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Agenda Sheet for City Council: **Committee:** PIES **Date:** 11/17/2025 **Committee Agenda type:** Consent		**Date Rec'd**	11/6/2025
		Clerk's File #	OPR 2025-0802
		Cross Ref #	ORD C36807
Council Meeting Date: 11/24/2025		**Project #**	
Submitting Dept	POLICE	**Bid #**	
Contact Name/Phone	TERESA FULLER 209-7188	**Requisition #**	
Contact E-Mail	TFULLER@SPOKANEPOLICE.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ACCEPT WTSC CERTIFIED OFFICER PHLEBOTOMY PROGRAM GRANT FOR FY25-		

Agenda Wording

Accept WTSC Certified Officer Phlebotomy Program grant for FY25-26

Summary (Background)

Accepting funding from the U.S. Department of Transportation, through the Washington Traffic Safety Commission (WTSC), to support a continuation of the phlebotomy program for SPD that was established in 2025. Grant funding covers training, certification, and supplies necessary for the program. This program allows SPD officers to perform blood draws for DUI suspects, expediting evidence collection, rather than transporting the suspect to a local hospital. Period of performance is 11/10/2025 - 9/30/2026. Special budget ordinance is also being requested to reflect the new grant in the 2025 budget.

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?	NO
Total Cost	$ 69,250.00
Current Year Cost	$ 69,250.00
Subsequent Year(s) Cost	$ 0

Narrative

Funds of $69,250 for a 1-year period to be used for training, certification, and supplies necessary for the program

Amount		Budget Account
Revenue	$ 69,250.00	# 1620-91835-99999-33320-68035
Expense	$ 14,000.00	# 1620-91835-21250-51215-68035
Expense	$ 10,000.00	# 1620-91835-21250-54101-68035
Expense	$ 25,000.00	# 1620-91835-21250-53201-68035
Expense	$ 20,250.00	# 1620-91835-21250-54902-68035
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GBYRD	PS EXEC REVIEW	GBYRD
Division Director	GBYRD	ACCOUNTING -	GBYRD
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List

Penelope Rarick prarick@wtsc.wa.gov	SPDFinance@spokanecity.org
tfuller@spokanepolice.org	jgoldman@spokanepolice.org
cchristiansen@spokanepolice.org	

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

2026-Sub-grants-5812-Spokane Police Department Officer Phlebotomy Program

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.608, for traffic safety grant project 2026-Sub-grants-5812-Spokane Police Department Officer Phlebotomy Program.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties or November 10, 2025, whichever is later, and remain in effect until September 30, 2026, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Spokane Phlebotomy Program

• Spokane Police Department launched its first officer phlebotomy program in summer 2025.
• The city seeks to expand and sustain this program to address ongoing impaired driving challenges.

Impaired Driving in Washington State

• Impaired driving contributes to roughly 50% of all annual traffic fatalities.
• In 2023, Washington recorded 810 traffic deaths, the highest in 34 years.
• Rising poly-drug use, particularly alcohol and cannabis, has fueled a 48% increase in fatal crashes since 2019.

Impaired Driving in Spokane

• Between 2020–2024, 44% of Spokane's traffic fatalities involved an impaired driver.
28% impaired drivers
33% motorcyclists
20% vehicle passengers
18% pedestrians
• Annual traffic fatalities ranged from 15–27, peaking at 27 in 2021; 2024 ended with 22 deaths, a 10% increase from 2023.
• Impairment contributed to fatalities as follows: 60% in 2021, 50% in 2020 and 2023, 40% in 2022, 55% in 2024.
• The Spokane Police Department averages 400 DUI arrests annually, excluding felonies and physical control, yet fatal crashes involving impairment continue to rise.

Current Challenge: Blood Draw Process

• Officers must transport DUI suspects to hospitals or jails, leading to long wait times.
• Extended transport times reduce patrol coverage and allow alcohol levels to decline, weakening prosecutions.
• Spokane County Jail discontinue blood draw services in early 2025, further limiting resources.

Opportunity: Certified Officer Phlebotomy Program
• On-site blood collection would:
Streamline DUI evidence collection and reduce officer downtime
Improve quality and timeliness of evidence for prosecutions
Maintain enforcement visibility and public confidence
• In 2024, 319 DUI blood draws were sent to WSP; 227 have been submitted year-to-date in 2025.
• Expanding this program will enhance Spokane's capacity to hold impaired drivers accountable and reduce traffic fatalities.

3.1.2 Project Purpose and Strategies

The purpose of this project is to provide funding to support the SUB-RECIPIENT's officer phlebotomy program. The project aims to improve the timeliness and accuracy of blood evidence collection for impaired driving cases, strengthening DUI prosecutions and reducing traffic fatalities. Countermeasures include on-site officer blood draws, enhanced DUI enforcement, and data-driven program adjustments, consistent with Target Zero principles, Countermeasures That Work, and NHTSA recommendations.
I.M.P.2.6 Support law enforcement phlebotomy programs
Impaired Driving Strategic Plan - Law Enforcement Countermeasure

3.2 PROJECT GOALS

1) Grow the Spokane Police Department Phlebotomy Program by training/deploying up to 15 additional Certified Phlebotomy Law Enforcement Officers by September 30, 2026.
2) By September 30, 2026, ensure two SPD law enforcement phlebotomy draw stations are fully equipped and operational to support DUI enforcement activities.
3) Increase utilization of the Phlebotomy Program by 25% by September 30, 2026, through targeted public outreach and departmental briefings that promote awareness and support for blood draw evaluations in unsafe driving cases.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION
3.3.1 The cost of accomplishing the work described in the SOW will not exceed $69,250.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over $10,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of $10,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. Any equipment purchased with NHTSA funds must be used exclusively for traffic safety purposes or the cost must be pro-rated. If required under the Buy America Act, SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of $10,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of $300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of $1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: $69,250.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS
The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. SUBCONTRACTING REQUIREMENTS
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 33 through 42.

9. ATTORNEYS' FEES
In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE
The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 15 of the same calendar year. WTSC reserves the right to delay the processing of

invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

11.1 The SUB-RECIPIENT shall not use or disclose any confidential information, or information which may be classified as confidential information as defined in RCW 42.56.590, for any purpose, except with prior written consent of the WTSC, or as may be required by law. Notwithstanding any provision to the contrary, SUB-RECIPIENT's use of confidential information will be in compliance with all applicable state and federal law.

11.2 NETWORK ACCESS. During its performance of this Agreement, SUB-RECIPIENT may be granted access to WTSC's computer and telecommunication networks ("Networks"). As a condition of Network use, SUB-RECIPIENT shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by WTSC to access and use the Networks; (c) only access Network locations made available to SUB-RECIPIENT by WTSC; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by SUB-RECIPIENT (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Agreement, relinquish all IP addresses or address blocks assigned to them on the Networks.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or

agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this

Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, or while interacting with WTSC's personnel, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations and not interfere with WTSC's operations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC prior to settlement, upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. STATE NONDISCRIMINATION

31.1 Nondiscrimination Requirement. During the term of this Agreement, SUB-RECIPIENT, including any subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUB-RECIPIENT, including any subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUB-RECIPIENT, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. SUB-RECIPIENT, including any subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUB-RECIPIENT, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend SUB-RECIPIENT, including any subcontractors, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that SUB-RECIPIENT, including any subcontractors, is cooperating with the investigating state agency. In the event SUB-RECIPIENT, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Agreement in whole or in part, and SUB-RECIPIENT, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The SUB-RECIPIENT, or subcontractor, may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, SUB-RECIPIENT, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to SUB-RECIPIENT or subcontractors, or that thereafter become due, an amount for damages SUB-RECIPIENT or subcontractor will owe WTSC for default under this provision.

32. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

33. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines

that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

34. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

34.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

34.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

34.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

34.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

34.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

34.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

34.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a

lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

34.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

34.9. Except for transactions authorized under paragraph 34.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

34.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

35. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)
35.1. The SUB-RECIPIENT shall:

35.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT'S workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

35.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT’s policy of maintaining a drug-free workplace; any available drug

counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 35.1.1. of this section.

35.1.4. Notify the employee in the statement required by paragraph 35.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

35.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 35.1.4. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

35.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

37. FEDERAL LOBBYING

37.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

37.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

38. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)
38.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

38.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:
38.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252
38.1.1.2. 49 CFR part 21
38.1.1.3. 28 CFR section 50.3
38.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
38.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
38.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
38.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
38.1.1.8. The Civil Rights Restoration Act of 1987
38.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

38.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

38.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

38.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

38.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

38.1.6 To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

39. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

40. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

41. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

42. CERTIFICATION ON CONFLICT OF INTEREST

General Requirements
42.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

42.2. Based on this policy:
42.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.
42.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements
42.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

42.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

43.3.3 Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate,

proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	**The Contact for WTSC is:**
Carrie Christiansen CCHRISTIANSEN@SPOKANEPOLICE.ORG 509-844-4705	Penelope Rarick prarick@wtsc.wa.gov 360-725-9868 ext.

44. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Police Department

_____

Signature

_____

Printed Name

_____

Title

_____

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

_____

Signature

_____

Printed Name

_____

Title

_____

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	OT costs for Nurse Training, Phlebotomy Call Outs and Officer Phlebotomy Training.	$24,000.00	0%	$0.00	$24,000.00
Travel		$0.00	0%	$0.00	$0.00
Contract Services		$0.00	0%	$0.00	$0.00
Goods and Services	Phlebotomy supplies, training costs, and certification	$45,250.00	0%	$0.00	$45,250.00
Equipment		$0.00	0%	$0.00	$0.00
TOTAL		$69,250.00		$0.00	$69,250.00

Salaries/Benefits: $24,000
• Cost for health care practitioner to certify and supervise phlebotomy officers-$10,000
• OT Phlebotomy Call Out: $9000
• OT Officer Training: $5000

Goods and Supplies: $45,250
• Phlebotomy Supplies for room and kits: $25,000
• Certification Costs (DOH-$145)- $6000
• Recertification Costs (DOH-$145)- $3000
• Training Costs: $11,250
• Grant will not pay for late recertification fees

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal

agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.

2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Grow the Spokane Police Department Phlebotomy Program by training/deploying up to 15 additional Certified Phlebotomy Law Enforcement Officers by September 30, 2026.

Objective	Objective Details	Completion Date
Train and certify up to 15 additional officers to become Washington State Medical Assistant-Phlebotomists.	Continue the successful partnership with the Sacred Heart Medical Center-Medical Assistant-Certified Phlebotomy training course under the supervision of the Phlebotomy Manager in 2026. Available training seats will also be offered to officers from other police departments to expand program reach and build regional capacity.	09/30/2026
Continue to evaluate and improve the process for deploying Spokane Police Department phlebotomists to conduct legal blood draws as needed. Establish and review policy on a quarterly basis.	Dispatch will identify on duty phlebotomist and deploy them to calls where blood draws are needed.	09/30/2026
Deploy Spokane Police Department phlebotomists to conduct 80% of legal blood draws.	When there are no available Spokane Police Department Phlebotomists, dispatch will utilize Alert Media paging system to call out phlebotomist for legal blood draws.	09/30/2026

Monitor metrics that track the outcomes of the Spokane Police Department Phlebotomy Program.	Phlebotomist will utilize Basecamp to track and record blood draw records and blood warrants. Phlebotomy Manager will review for clinical proficiency and re-licensure requirements.	09/30/2026
Consult with the Washington State Traffic Safety Resource Prosecutor Program (TSRP) regarding any changes in legislation or legal outcomes related to officer phlebotomy.	The SPD Phlebotomy Coordinator will serve as a liaison with the Washington State Traffic Safety Resource Prosecutor Program to ensure that SPD policies remain compliant with any changes in legislation or legal precedents related to officer phlebotomy. This collaboration will help maintain the program's integrity and effectiveness in line with state standards.	09/30/2026

Measure	Reporting Frequency	Type	Target
Number of new Spokane Police Department officers trained as phlebotomists.	Annual	Process	15
Complete one comprehensive report evaluating the impact of the Phlebotomy Program on DUI arrest and processing trends within the Spokane Police Department, and submit the report to WTSC as part of the third-quarter report.	Quarterly	Process	1
Document the number and type of consultations conducted with the Traffic Safety Resource Prosecutor (TSRP) to support program implementation, case coordination, and ongoing training.	Quarterly	Process	1

Goal 2 - By September 30, 2026, ensure two SPD law enforcement phlebotomy draw stations are fully equipped and operational to support DUI enforcement activities.

Objective	Objective Details	Completion Date
Identify and maintain permanent locations for the phlebotomy draw stations, and purchase	Identify two permanent locations and purchase all equipment needed to supply the phlebotomy draw stations. An inventory list will	09/30/2026

all necessary equipment and supplies to fully outfit two complete stations.	be provided to WTSC as part of the quarterly report requirement.	
Conduct inspections and inventories to verify that blood draw rooms are fully equipped, compliant, and properly maintained.	The Spokane Police Department blood draw stations will be inspected and inventoried at least once per month to ensure all equipment is present and in proper working condition. If any items require replacement, the Project Manager or Traffic Unit Sergeant will coordinate the necessary purchases.	09/30/2026

Measure	Reporting Frequency	Type	Target
Conduct monthly inventory and supply checks to ensure two SPD phlebotomy sites remain fully equipped and functional.	Quarterly	Process	4
One inventory list of supplies and equipment will be provided to WTSC for each draw station (each quarter).	Quarterly	Process	1

Goal 3 - Increase utilization of the Phlebotomy Program by 25% by September 30, 2026, through targeted public outreach and departmental briefings that promote awareness and support for blood draw evaluations in unsafe driving cases.

Objective	Objective Details	Completion Date
Work with local PIO and TZM resources to develop and implement Spokane Police Department Phlebotomy Program communications plan. The plan must establish outreach goals specifically set to achieve the short term outcomes identified for the target audiences with this project, identify target audiences, estimate the number of people in the target audience, establish message dosing targets needed to influence the target audiences skills, knowledge and beliefs about the SUB-RECIPIENT’s phlebotomy program.	Internal communications will continue to utilize established channels to promote consistent, accurate, and timely information sharing across departments. External communications will emphasize public education on impaired driving and awareness of the Spokane Police Department Phlebotomy Program through coordinated outreach efforts, including local media, agency websites, social media platforms, and other available communication channels. . The plan must be a robust enough to achieve the outreach goals of the project.	09/30/2026

Develop and implement public outreach activities to gain feedback regarding the program.	Spokane Police Department will collect public feedback and will consider program improvements based on this feedback.	09/30/2026
Evaluate trends in impaired driving by comparing collisions involving impaired drivers with impaired driving incidents not resulting in collisions.	Officers have actively sought DUI cases to maximize phlebotomist utilization, helping generate data for quarterly reports and supporting evaluation of the program's impact on impaired driving trends and community safety.	09/30/2026
Support Region High Visibility Impaired Driving Emphasis Patrols by having 50% of the HVE patrols include a phlebotomist.		09/30/2026

Measure	Reporting Frequency	Type	Target
Provide the Spokane Police Department Phlebotomy Program communications and public engagement plan to WTSC as part of the first-quarter report.	Quarterly	Process	1
Track and report the number of social media posts related to the Spokane Police Department Phlebotomy Program.	Quarterly	Process	3
Track and report the number of local media reports that feature or mention the Spokane Police Department Phlebotomy Program.	Quarterly	Process	2
Track and report the number of public outreach activities conducted to promote the Spokane Police Department Phlebotomy Program.	Quarterly	Process	4
Provide a quarterly report summarizing feedback received from public outreach activities, including any program improvements implemented as a result of the feedback.	Quarterly	Process	1
Provide quarterly reports that track and compare the number of collisions involving impaired drivers to the number of impaired driving incidents not associated with collisions.	Quarterly	Process	1
The number of high-visibility enforcement (HVE) events in which certified phlebotomists are deployed.	Quarterly	Process	2

SUPPORT

ORDINANCE NO. C36807

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT GRANT FUNDING FROM THE WASHINGTON STATE TRANSPORTATION COMMISSION FOR PHLEBOTOMY PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Public Safety and Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Increase revenue by $69,250.
A) Of the increased revenue, $69,260 is provided by the Washington State Transportation Commission FY25-26 Phlebotomy Program.

2) Increase appropriation by $69,250.
A) Of the increased appropriation, $69,250 is provided for phlebotomy training.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funding for phlebotomy training from the FY25-26 WTSC Phlebotomy Program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025
Clerk's File #	ORD C36796
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	JEFF TEAL 625-6533
Contact E-Mail	JTEAL@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SBO - FACILITIES REPLACEMENT VEHICLES

Agenda Wording

Facilities has old administrative vehicles that are in need of replacement. Replacement will ensure safety of City employees while traveling between various City facilities throughout the city.

Summary (Background)

Facilities has experienced a couple vacancies in 2025. The funding of this SBO utilizes the accrued salary savings from these vacancies.

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?	NO
Total Cost	$ 150,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ -115,301	# 5900-71300-18300-51001 & 52xxx
Expense	$ -34,699	# 5900-75510-18300-51001 & 52xxx
Expense	$ 150,000	# 5900-30210-94180-56404-99999
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reallocation

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

One-time salary savings pull.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY	MANAGEMENT &	STRATTON, JESSICA
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	jteal@spokanecity.org
kbustos@spokanecity.org	facilitiesdepartment@spokanecity.org
facilitiesaccounting@spokanecity.org	

ORDINANCE NO C36796

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO UTILIZE SALARY SAVINGS TO REPLACE CAPITAL VEHICLES, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Facilities Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Decrease appropriation by $150,000.
A) Of the decreased appropriation, $150,000 is provided solely from salaries and benefits.

2) Increase appropriation by $150,000.
A) Of the increased appropriation, $150,000 is provided solely for capital vehicles.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replace capital vehicles in the Facilities Management department, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025		
Clerk's File #	ORD C36797		
Cross Ref #			
Project #			
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	SKYLER BROWN 625-6294	**Requisition #**	
Contact E-Mail	SBROWN@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SBO - ARPA REALLOCATION REQUEST		

Agenda Wording

Reallocation of closed and/or ended ARPA programs to fund under-budgeted Administration through the 2026 program year.

Summary (Background)

There is not enough budget or funding to complete 2025 or 2026 without this allocation.

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?	NO
Total Cost	**$** 50,335.82
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 50,335.82	**#** 1425-88156-14230-54201-97306
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

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

No

Expense Occurrence	One-Time

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

This funding helps assist the cost of one Grants Analyst whom manages the grant and miscellaneous accountants.

Approvals		**Additional Approvals**	
Dept Head	STRATTON, JESSICA	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	STRATTON, JESSICA	**ACCOUNTING -**	BROWN, SKYLER
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

ORDINANCE NO C36797

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO RE-ALLOCATE ARPA FUNDING FOR OTHER ELIGIBLE PURPOSES, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Reallocate the appropriation of $130,343.21 that was previously allocated for the purpose of homelessness operations.
2) Reallocate the appropriation of $21,357.82 that was previously allocated for the purpose of affordable housing.
3) Reallocate the appropriation of $31,674.10 that was previously allocated for the purpose of working family tax credit marketing campaign.
4) Reallocate the appropriation of $28,334.46 that was previously allocated for the purpose of childcare need operations.
5) Reallocate the appropriation of $8,663.41 that was previously allocated for the purpose of Expo 74 50th anniversary celebration.

6) Of the reallocated appropriation, $40,373 is provided solely for the administrative need for contractual services.
7) Of the reallocated appropriation, $180,000 is provided solely for the administrative need for accounting services.

8) Increase appropriation by $50,335.82.
A) Of the increased appropriation, $50,335.82 is provided solely for the administrative need for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to re-allocate ARPA funding for other eligible purposes, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 11/03/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/29/2025
		Clerk's File #	ORD C36798
		Cross Ref #	OPR 2025-0782
Council Meeting Date: 11/24/2025		**Project #**	
Submitting Dept	FINANCE, TREASURY & ADMIN	**Bid #**	
Contact Name/Phone	SKYLER BROWN 625-6294	**Requisition #**	
Contact E-Mail	SBROWN@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	SBO - CLEAN BUILDING AWC ENERGY AUDIT GRANT		

Agenda Wording

The Association of Washington Cities (AWC) Energy Audit Grant provides a one-time allocation needed to complete state required energy audits in various city-owned buildings.

Summary (Background)

This funding has recently been awarded and must be used within a short funding window.

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?	NO
Total Cost	$ 402,151
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Revenue	$ 272,292	# 5904-95665-99999-33469-99999
Expense	$ 402,151	# 5904-95665-xxxxx-54201-xxxxx
Revenue	$ 129,859	# 5904-95665-99999-39787-99999
Expense	$ 129,859	# 5900-95665-97188-80101-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, this is a one-time funding source.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA	MANAGEMENT &	STRATTON, JESSICA
Division Director	STRATTON, JESSICA	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	kbustos@spokanecity.org
facilitiesaccounting@spokanecity.org	sbrown@spokanecity.org
aduffey@spokanecity.org	

ORDINANCE NO C36798

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT AN AWC BUILDING AUDIT GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Facilities Capital Fund and Facilities Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Increase revenue by $402,151.
A) Of the increased revenue, $272,292 is provided solely from other state agencies (Association of Washington Cities).
B) Of the increased revenue, $129,859 is provided solely from an operating transfer-in from the Facilities Management Fund.

2) Increase appropriation by $402,151.
A) Of the increased appropriation, $402,151 is provided solely for contractual services.

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

1) Increase appropriation by $129,859.
A) Of the increased appropriation, $129,859 is provided solely for an operating transfer-out to the Facilities Capital Fund.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept an AWC Building Audit grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025		
Clerk's File #	ORD C36799		
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM 625-6383	**Requisition #**	
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SBO - Q4 2025 HR RANGE CHANGES		

Agenda Wording

Q4 2025 salary analysis range changes

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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?

Ensure compensation equity

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source	Recurring
Funding Source Type	Reserves

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

No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence	Recurring

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

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings or cost reductions. If vacancy savings or cost reductions aren't sufficient, the increase will be funded with reserves or unappropriated fund balance

Approvals		**Additional Approvals**	
Dept Head	ADAM, ALLISON	**MANAGEMENT &**	STRATTON, JESSICA
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Council Briefing Paper
Finance & Administration Committee

Committee Date	November 3rd, 2025
Submitting Department	Human Resources
Contact Name	Allison Adam, Director of HR
Contact Email & Phone	aadam@spokanecity.org
Council Sponsor(s)	CM Dillon & CM Cathcart
Select Agenda Item Type	☒ Discussion Time Requested: 5 min
Agenda Item Name	Special Budget Ordinance – Q4 2025 HR Range Changes
Grant Item	☐ Yes ☒ No
Proposed Council Action	☒ Approval to proceed to Legislative Agenda

Summary

What is the specific purpose or need for the budget adjustment?

What changes or developments have triggered this request?

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

Union	SPN/ Job Code	Title	From Grade	To Grade	Former Range	New Range
Civil Service Request						
270-C	026	Prosecutor Support Specialist	---	A04-34	---	$ 53,578.08-$83,457.36
Department Director Request						
From OAC to EXC	From 959A to 957	Court Administrator	A09-69	A07-77	$161,110.08-$204,060.24	$161,110.08 - $204,060.24

Fiscal Impact

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

Total Cost: For SPNs with former ranges, Citywide: $0 and General Fund: $0. However, for SPNs without a former range, indeterminable.

Current year cost: For SPNs with former ranges, Citywide: $0 and General Fund: $0. However, for SPNs without a former range, indeterminable.

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

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

Specify funding source: Reserves

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

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

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

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

- What are the net impacts this adjustment will have on the specifically affected line items?
  No budget change will be made this year, but personnel expenses will change in the effected funds.

- What operational changes will occur because of this adjustment?
  No operational changes.

- What are the potential risks or consequences of not approving the budget adjustment?
  If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.

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

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

Ensure compensation equity

ORDINANCE NO C36799

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ADJUST PAY RANGES TO ALIGN WITH SALARY ANALYSIS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Change the grade and associated pay range for the Prosecutor Support Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	026	Prosecutor Support Specialist	---	A04-34	---	$53,578-$83,457

2) Change the grade and associated pay range for the Court Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
From OAC to EXC	From 959A to 957	Court Administrator	A09-69	A07-77	$161,110-$204,060	$161,110-$204,060

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025
Clerk's File #	ORD C36800
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PURCHASING & CONTRACTS
Contact Name/Phone	JASON 232-8841
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	PDILLON BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	SBO - PUBLIC WORKS APPRENTICESHIP PROGRAM

Agenda Wording

The Public Works Apprenticeship program was not setup in the 2025-26 budget, so an SBO is required to start granting out the revenue received.

Summary (Background)

Per Spokane Municipal Code (SMC) 07.06 Article X, the City is required to administer the Public Works apprenticeship program. This program is to ensure Public Works construction projects are utilizing apprenticeship labor. The apprenticeship administrator monitors projects and penalizes companies that are not abiding by the SMC.

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?	NO
Total Cost	$ 82,319
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 47,319	# 0980-89000-97174-80101-99999
Revenue	$ 47,319	# 5500-76510-99999-39710-99999
Revenue	$ 35,000	# 5500-76510-99999-35990-99999
Expense	$ 35,000	# 5500-76510-18480-54999-99999
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes, once stood up, the program will grant out revenue received.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	NECHANICKY, JASON	MANAGEMENT &	STRATTON, JESSICA
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

ORDINANCE NO C36800

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ESTABLISH A PUBLIC WORKS APPRENTICESHIP UTILIZATION PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the General Fund and the Purchasing and Contracts Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Increase appropriation by $47,319.
A) Of the increased appropriation, $47,319 is provided solely for an operating transfer out to the Purchasing and Contracts Fund.

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

1) Increase revenue by $82,319.
A) Of the increased revenue, $47,319 is provided solely from an operating transfer in from the General Fund.
B) Of the increased revenue, $35,000 is provided solely for miscellaneous fines and penalties.

2) Increase appropriation by $35,000.
A) Of the increased appropriation, $35,000 is provided solely for other miscellaneous charges.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from needing to establish a Public Works Apprenticeship Utilization program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____

_____

Mayor

Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 11/17/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	11/6/2025
Clerk's File #	ORD C36807
Cross Ref #	OPR 2025-0802
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MATT COWLES 4115
Contact E-Mail	MCOWLES@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Council Sponsor(s)	ZZAPPONE BWILKERSON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	SPECIAL BUDGET ORDINANCE - FY25-26 WTSC PHLEBOTOMY PROGRAM

Agenda Wording

SBO for WTSC Certified Officer Phlebotomy Program grant for FY25-26

Summary (Background)

The U.S. Department of Transportation, through the Washington Traffic Safety Commission (WTSC), to support a continuation of the phlebotomy program for SPD that was established in 2025. Grant funding covers training, certification, and supplies necessary for the program. This program allows SPD officers to perform blood draws for DUI suspects, expediting evidence collection, rather than transporting the suspect to a local hospital. Period of performance is 11/10/2025 - 9/30/2026. Special budget ordinance is also being requested to reflect the new grant in the 2025 budget.

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?	NO
Total Cost	$ 69,250.00
Current Year Cost	$ 69,250.00
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Revenue	$ 69,250.00	# 1620-91835-99999-33320-68035
Expense	$ 14,000.00	# 1620-91835-21250-51215-68035
Expense	$ 10,000.00	# 1620-91835-21250-54101-68035
Expense	$ 25,000.00	# 1620-91835-21250-53201-68035
Expense	$ 20,250.00	# 1620-91835-21250-54902-68035
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Funds of $69,250 for a 1-year period to be used for training, certification, and supplies necessary for the program

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GBYRD	PS EXEC REVIEW	GBYRD
Division Director	GBYRD	ACCOUNTING -	GBYRD
Accounting Manager	GBYRD	MANAGEMENT &	GBYRD
Legal	GBYRD		
For the Mayor	GBYRD		

Distribution List	
	SPDFinance@spokanecity.org
tfuller@spokanepolice.org	jgoldman@spokanepolice.org

ORDINANCE NO C36807

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDING FROM WTSC FOR PHLEBOTOMY, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

Section 1. That in the budget of the Public Safety & Judicial Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $69,250.
A) Of the increased revenue, $69,250 is provided solely by Washington Traffic Safety Commission for the phlebotomy program.

2) Increase appropriation by $69,250.
A) Of the increased appropriation, $14,000 is provided solely for uniform overtime.
B) Of the increased appropriation, $25,000 is provided solely for operating supplies.
C) Of the increased appropriation, $10,000 is provided solely for professional services.
D) Of the increased appropriation, $20,250 is provided solely for registration and schooling.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funding from Washington Traffic Safety Commission for a phlebotomy program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council: **Committee:** Finance & Administration **Date:** 11/03/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	10/29/2025
		Clerk's File #	RES 2025-0099
		Cross Ref #	
Council Meeting Date: 11/24/2025		**Project #**	
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 342-6913	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE PDILLON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	APPROVING THE APPOINTMENT OF JON SNYDER AS THE DIRECTOR OF		

Agenda Wording

A resolution approving the appointment of Jon Snyder as the Director of Transportation and Sustainability for the City of Spokane.

Summary (Background)

A resolution approving the appointment of Jon Snyder as the Director of Transportation and Sustainability for the City of Spokane.

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?

This proposal aligns with Section 24 of the City Charter.

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	

RESOLUTION 2025 – 0099

A resolution approving the appointment of Jon Snyder as the Director of Transportation and Sustainability for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Jon Snyder as the Director of Transportation and Sustainability for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Jon Snyder as the Director of Transportation and Sustainability for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025
Clerk's File #	RES 2025-0100
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	ZZAPPONE PDILLON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	APPOINTMENT OF SHAWNA ERNST AS THE DIRECTOR OF ANALYTICS,

Agenda Wording

A resolution approving the appointment of Shawna Ernst as the Director of Analytics, Research, and Technology within the Spokane Police Department for the City of Spokane.

Summary (Background)

A resolution approving the appointment of Shawna Ernst as the Director of Analytics, Research, and Technology within the Spokane Police Department for the City of Spokane.

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?

This proposal aligns with Section 24 of the City Charter.

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	

RESOLUTION 2025 – 0100

A resolution approving the appointment of Shawna Ernst as the Director of Analytics, Research, and Technology within the Spokane Police Department for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration and upon recommendation from Police Chief Kevin Hall, Mayor Lisa Brown has appointed Shawna Ernst as the Director of Analytics, Research, and Technology within the Spokane Police Department for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Shawna Ernst as the Director of Analytics, Research, and Technology within the Spokane Police Department.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025		
Clerk's File #	RES 2025-0101		
Cross Ref #			
Project #			
Submitting Dept	NEIGHBORHOOD, HOUSING &	**Bid #**	
Contact Name/Phone	SARA 509.507.0611	**Requisition #**	
Contact E-Mail	SCLEMENTS-		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	FIVE-YEAR CONTRACTS FOR OPERATIONS OF SPOKANE COMMUNITY CENTERS		

Agenda Wording

Five-year contracts for operations of the following Community Centers: 1. West Central Community Center $797,849.00 2. Northeast Community Center $797,849.00 3. Martin Luther King Jr Outreach Center $982,323.00

Summary (Background)

Knowing that community centers play an invaluable role in our community the city needs to continue open channels for partnership, clarity of impact and services, and support in the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to report or present to Council at Committee on the impact their centers are having in their communities annually and to work with the City to establish improved communications, partnership, and contracts over the next five years.

What impacts would the proposal have on historically excluded communities?

These centers serve the most vulnerable in our communities including seniors, developmentally disabled and low-income youth. Along with being open and available to all others in their respective 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?

An annual report on program impacts will be available and provided to Council either in paper or in presentation.

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

The city will continue to engage with the centers to ensure they are addressing needs of each of their communities.

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?

Centers are hosts and gatherers of neighbors for each of these plans. They are also central hubs for each of the districts in our community.

Council Subcommittee Review

Not needed

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$ 2,578,000
Current Year Cost	$ 2,578,000
Subsequent Year(s) Cost	$ 2,578,021

Narrative

Five-year contract with total amount to community centers remaining the same as 2025 total. Over five years, MLKC will decrease by 7% and both NECC and WCCC will increase by 3%. In five years, all three centers will be awarded the same amount.

Amount		Budget Account
Expense	$ 2,578,000	# 0350-various-75500-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Select

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

0350 – LOCAL GENERAL FUND

Expense Occurrence	Recurring

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

No 2025 impacts; see Fiscal Impacts

Approvals		Additional Approvals	
Dept Head	ANDERSON, ARIELLE M.	ACCOUNTING -	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	chhscontracts@spokanecity.org
chhsaccounting@spokanecity.org	dnorman@spokanecity.org
sclements-sampson@spokanecity.org	

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/29/25

Committee Agenda type: Consent

Council Meeting Date: 11/03/2025

Date Rec'd			
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	NHHS	**Bid #**	
Contact Name/Phone	Sara Clements-Sampson	**Requisition #**	
Contact E-Mail	sclements-sampson@spokanecity.org		
Agenda Item Type	Resolution		
Council Sponsor(s)	Dillon, Cathcart		
Sponsoring at Administrators Request	?		
Lease? No	**Grant Related?** Yes	**Public Works?** No	
Agenda Item Name	Five-year contracts for operations of Spokane Community Centers		

Agenda Wording

Five-year contracts for operations of the following Community Centers:

1. West Central Community Center $797,849.00
2. Northeast Community Center $797,849.00
3. Martin Luther King Jr Outreach Center $982,323.00

Summary (Background)

Knowing that community centers play an invaluable role in our community the city needs to continue open channels for partnership, clarity of impact and services, and support in the identification and closure of gaps/needs. Allowing space for robust roundtable discussions and collaboration will create opportunities for improved contracts and regional impact. The City is asking each community center to report or present to Council at Committee on the impact their centers are having in their communities annually and to work with the City to establish improved communications, partnership, and contracts over the next five years.

What impacts would the proposal have on historically excluded communities?

These centers serve the most vulnerable in our communities including seniors, developmentally disabled and low-income youth. Along with being open and available to all others in their respective 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?

An annual report on program impacts will be available and provided to Council either in paper or in presentation.

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

The city will continue to engage with the centers to ensure they are addressing needs of each of their communities.

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?

Centers are hosts and gatherers of neighbors for each of these plans. They are also central hubs for each of the districts in our community.

Council Subcommittee Review

Not needed

Fiscal Impact

Approved in Current Year	N/A
Total Cost	$ 2,578,000
Current Year Cost	$ 0
Subsequent Year(s) Cost	2026: $525,849 2027: $519,318 2028: $514,180 2029: $510,368 2030: $508,306

Narrative

Five-year contract with total amount to community centers remaining the same as 2025 total. Over five years, MLKC will decrease by 7% and both NECC and WCCC will increase by 3%. In five years, all three centers will be awarded the same amount. These funds cover the operating funds needed for these buildings and program to serve their communities, often salaries, that are not covered by other funding sources.

Amount		Budget Account
Expense	**$** 2,578,000	**#** 0350-VARIOUS-75500-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	0350 – LOCAL GENERAL FUND
Funding Source Type	ANNUAL ALLOCATION

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

Yes

Expense Occurrence

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

No 2025 impacts; see Fiscal Impacts

Approvals		Additional Approvals	
Dept Head		Purchasing	
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

RESOLUTION NO. 2025-

A RESOLUTION setting forth the City Council's approval and endorsement of funding for the Community Center contracts for the Community, Housing, and Human Services (CHHS) Department. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, CHHS desires to ensure that these facilities are adequately funded to maintain operations, deliver equitable services, and address maintenance, staffing, and capital needs; and

WHEREAS, CHHS has identified available City General funds to support the continued operation and sustainability of Community Centers citywide; and

1. West Central Community Center $797,849.00
2. Northeast Community Center $797,849.00
3. Martin Luther King Jr Outreach Center $982,323.00

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the allocation of funding for the City's Community Centers as outlined above; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF SPOKANE this _____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY CLERKS NUMBER _____

1. GRANTEE WEST CENTRAL COMMUNITY CENTER DEVELOPMENT ASSOCIATION 1603 N BELT SPOKANE, WA 99206	**2. GRANTEE DOING BUSINESS AS** N/A
3. GRANTEE PROGRAM REPRESENTATIVE KIM FERRARO 1603 N BELT SPOKANE, WA 99206 (509) 326-9540 KFERRARO@WESTCENTRALCC.ORG	**4. CITY PROGRAM REPRESENTATIVE** SARA CLEMENTS-SAMPSON, COMMUNITY AND FAMILY ENGAGEMENT MANAGER 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509) 507-0611 SCLEMENTSSAMPSON@SPOKANECITY.ORG
5. GRANTEE SIGNATORY KIM FERRARO 1603 N BELT SPOKANE, WA 99206 (509) 326-9540 KFERRARO@WESTCENTRALCC.ORG	**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509) 625-6774 ASCOTT@SPOKANECITY.ORG

7. CONTRACT AMOUNT	**8. FUNDING SOURCE**	**9. START DATE**	**10. END DATE**
$797,849.00	☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	01/01/26	12/31/30
AMENDMENT AMOUNT N/A			

11. LOCAL AGENCY	**LOCAL PROGRAM**
CITY OF SPOKANE	GENERAL FUND

LOCAL AWARD NUMBER	**LOCAL FUNDS**	**TOTAL LOCAL AWARD**	**LOCAL AWARD DATE**
N/A	$797,849.00	N/A	N/A

ALN #	**RESEARCH & DEVELOPMENT?**	**12. INDIRECT COST RATE**
N/A	☐YES ☐NO ☒N/A	DE MINIMIS – 15%

13. EIN #	**14. UEI #**	**15. UBI #**	**16. FMS VENDOR #**	**17. PROJECT ID #**
91-1128972	MK3CAZNU2HF1	600-409-809	004470	TBD

18. CONTRACT PURPOSE

FIVE YEAR CONTRACT FOR WEST CENTRAL COMMUNITY CENTER OPERATIONS

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- ANNUAL ASSESSMENT REPORT

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: WEST CENTRAL COMMUNITY CENTER DEVELOPMENT ASSOCIATION

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THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **WEST CENTRAL COMMUNITY CENTER DEVLOPMENT ASSOCIATION** whose address is 1603 N BELT, SPOKANE, WA 99206 as ("GRANTEE"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, Community Centers receive annual contracts from the City of Spokane to support their operational needs; and

WHEREAS, the GRANTEE was awarded General Funds; and

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

1. SCOPE OF SERVICE.

   A. DEFINITION.
   "Community Center" means a publicly-owned property where community members gather to socialize, participate in recreational or educational activities, learn, and/or seek counseling or support services. Community Centers house a variety of programs and can be open to everyone in a community.

   B. INTENT.
   To provide a space where members of the community can gather for group activities, recreation, social support, public information, community improvement or public assembly around addressing the needs of health care, civic capital, family services, childcare, education services, employment assistance/job training, and food security, or other needs as they are documented and brought forward by the community.

   C. PROJECT LOCATIONS

      i. SITE LOCATION

      SITE NAME: West Central Community Center
      ADDRESS: 1603 N. Belt
      CITY, STATE ZIP: Spokane, WA 99205

ii. SERVICE AREA
(Indicate the geographic coverage.)
EXAMPLE: Services will be provided within [defined neighborhoods/city boundaries]

Primary service areas are West Central, Audubon/Downriver, Emerson-Garfield

D. SCOPE OF SERVICES

i. SUPPORTIVE SERVICES
☒ Health Care
☐ Civic Capital
☒ Family Services
☒ Child Care
☒ Education Services
☐ Employment Assistance/Job Training
☐ Food Security
☒ Other

ii. DESCRIPTION

a. ON-SITE SERVICES.

WIC (at four sites), health clinic, before and after school childcare, Head Start, Spokane Police Department, supportive services for developmentally disabled adults, 24/7 library kiosk

b. PARTNER SERVICES.

Head Start, Asante Health, 2nd Harvest, Spokane Library, School District 81, Prevention classes, Spokane Kiwanis, Spokane Police Department

iii. STAFFING PLAN
(List required staff roles and expectations for operations of the community center)

The executive team consists of: Executive Director, Facilities and Youth Development Manager, Facilities and Technology Assistant Manager, Accounting/HR Manager, WIC Coordinator, Supportive Services Manager, Youth Development Assistant Manager, Reception Services Assistant Manager. We have a staff of 47 employees. All are critical to providing services and maintaining building operations.

E. PERFORMANCE MEASURES.

i. Annual Assessment Report

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The GRANTEE shall be required to fill out and submit ATTACHMENT B – ANNUAL ASSESSMENT REPORT to the CITY's Program Representative designated on the FACE SHEET of this CONTRACT by e-mail to **communitycenters@spokanecity.org** on an annual basis.

2. CONTRACT TERM/PERIOD OF PERFORMANCE.
The CONTRACT shall begin January 1, 2026, and shall run through December 31, 2030, unless terminated sooner.

3. COMPENSATION.
The CITY shall reimburse the GRANTEE a maximum amount not to exceed **SEVEN HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED FORTY-NINE AND NO/100s** (**$797,849.00**) for all things necessary to the performance of services as listed under SCOPE OF SERVICE. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
This contract is based upon annual funding allocations, and no funding will rollover from year-to-year. Funds will be added to the budget on the schedule below.

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
01/01/26 – 12/13/26	01/01/27 – 12/31/27	01/01/28 – 12/31/28	01/01/29 – 12/31/29	01/01/30 – 12/31/30
$150,000.00	$154.639.00	$159,422.00	$164,352.00	$169,436.00

4. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out a billing form to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Program Representative designated on the FACE SHEET of this CONTRACT by e-mail to communitycenters@spokanecity.org.**

A. REIMBURSEMENT REQUESTS.
The GRANTEE shall submit invoices that include the billing form, appropriate sub-reports (e.g. expense detail reports, housing assistance detail report, program income report, match report, etc.), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.

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Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the GRANTEE except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
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. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

8. AMENDMENTS.
The CITY and GRANTEE may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing

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and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or GRANTEE from its obligations under this CONTRACT. All amendments to this CONTRACT must be requested in writing by the GRANTEE and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.

Requests for amendments to the budget must be submitted in writing using AMENDMENT REQUEST FORM. GRANTEE understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The GRANTEE must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, GRANTEE understands that requesting more than two budget amendments may lead to an increased Risk Level.

The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

9. 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.

10. 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 GRANTEE for all work previously authorized and performed prior to the termination date.

    A. The CITY may suspend or terminate this CONTRACT if the GRANTEE materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

        i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

        ii. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this CONTRACT.

        iii. Ineffective or improper use of funds provided under this CONTRACT; or

        iv. Submission by the GRANTEE to the CITY reports that are incorrect or

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incomplete in any material respect.

B. This CONTRACT may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

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

12. INSURANCE.
During the term of the CONTRACT, the GRANTEE shall maintain in force at its own expense, the following insurance coverages:

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

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 GRANTEE's services to be provided under this CONTRACT;

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

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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 two (2) years after the CONTRACT is completed.

E. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this CONTRACT, the GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for GRANTEE's services under this CONTRACT, 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 GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.
The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The GRANTEE shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

14. SPECIAL CONDITIONS.

A. The GRANTEE shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

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B. The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

C. The GRANTEE shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

D. The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The GRANTEE Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

E. GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

F. Any preventative and general maintenance to the building will be the responsibility of the GRANTEE as of the effective date. Any changes, modifications or damage to the equipment or system without prior written consent will be the responsibility of the GRANTEE. Any repairs needed due to lack of preventative maintenance will be the responsibility of the GRANTEE. If a warranty is voided due to lack of preventative maintenance, the replacement of the product will be the responsibility of the GRANTEE.

15. DEBARMENT AND SUSPENSION.
The GRANTEE 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.

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

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

18. 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,

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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 GRANTEE 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 GRANTEE.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE 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 GRANTEE 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT for a period of at least six (6) years or as determined by ATTACHMENT B-SCOPE OF SERVICE. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the GRANTEE that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any

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third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

D. CLOSEOUTS.
The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

E. AUDITS & INSPECTIONS.
The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures

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which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

F. The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to communitycenters@spokanecity.org within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of GRANTEE'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 the CITY gets a valid public records request for GRANTEE's materials or information, CITY will give GRANTEE notice and GRANTEE will be required to go to Court to get an injunction preventing the release of the requested records. In the event that GRANTEE does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
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.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

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24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT

This CONTRACT constitutes the entire CONTRACT between the CITY and the GRANTEE for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

GRANTEE	**CITY OF SPOKANE**
_____	_____
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 CONTRACT:

- SUSPENSION AND DEBARMENT CERTIFICATION
- ANNUAL ASSESSMENT REPORT

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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

   a. 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.
   b. 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

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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(Community Center Name)
Annual Assessment Report
(Date)

Reporting Time Period:	
Executive Director:	
Contact Email:	
Center Address:	
Neighborhood Councils affiliated with Center:	

1. Which supportive services are provided at this location? (Please state if this is provided by a partner, if so which partner, or provided directly by the center.)

2. Please provide overall number served per program for the reporting period.

3. Briefly describe the process to determine which supportive services are provided by the center.

4. Briefly describe how you engage and interact with your local community and neighborhood.

5. Please provide a narrative of one or two programs you would like to highlight and their accomplishments for the reporting time period.

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6. What are barriers or struggles the center or specific programs are facing during this reporting period?

7. What are your plans for future growth and how are you engaging the community in those plans?

8. Please attach a budget summary with overall revenue versus expenses.

Please send the completed report to Sara Clements-Sampson at communitycenters@spoancity.org. Please save a copy for your files. If you have any questions, please contact Sara at sclementssampson@spokanecity.org.

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CITY CLERKS NUMBER _____

1. GRANTEE NORTHEAST COMMUNITY CENTER 4001 N COOK ST SPOKANE, WA 99207		**2. GRANTEE DOING BUSINESS AS** N/A	
3. GRANTEE PROGRAM REPRESENTATIVE JENE RAY 4001 N COOK ST SPOKANE, WA 99207 (509) 209-7227 JRAY@NECOMMUNITYCENTER.COM		**4. CITY PROGRAM REPRESENTATIVE** SARA CLEMENTS-SAMPSON, COMMUNITY AND FAMILY ENGAGEMENT MANAGER 808 W SPKOANE FALLS BLVD SPOKANE, WA 99201 (509) 507-0611 SCLEMENTSSAMPSON@SPOKANECITY.ORG	
5. GRANTEE SIGNATORY JENE RAY 4001 N COOK ST SPOKANE, WA 99207 (509) 209-7227 JRAY@NECOMMUNITYCENTER.COM		**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509) 625-6774 ASCOTT@SPOKANECITY.ORG	
7. CONTRACT AMOUNT $797,849.00 **AMENDMENT AMOUNT** N/A	**8. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**9. START DATE** 01/01/26	**10. END DATE** 12/31/30
11. LOCAL AGENCY CITY OF SPOKANE		**LOCAL PROGRAM** GENERAL FUND	
LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $797,849.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A
ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%	
13. EIN # 91-1196071	**14. UEI #** LWUWRGJNL4A5	**15. UBI #** 600-488-843	**16. FMS VENDOR #** 015770	**17. PROJECT ID #** TBD
18. CONTRACT PURPOSE FIVE YEAR CONTRACT FOR NORTHEAST COMMUNITY CENTER OPERATIONS			

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- ANNUAL ASSESSMENT REPORT

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: NORTHEAST COMMUNITY CENTER

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THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **NORTHEAST COMMUNITY CENTER** whose address is 4001 N COOK ST, SPOKANE, WA 99207 as ("GRANTEE"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, Community Centers receive annual contracts from the City of Spokane to support their operational needs; and

WHEREAS, the GRANTEE was awarded General Funds; and

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

1. SCOPE OF SERVICE.

   A. DEFINITION.
   "Community Center" means a publicly-owned property where community members gather to socialize, participate in recreational or educational activities, learn, and/or seek counseling or support services. Community Centers house a variety of programs and can be open to everyone in a community.

   B. INTENT.
   To provide a space where members of the community can gather for group activities, recreation, social support, public information, community improvement or public assembly around addressing the needs of health care, civic capital, family services, childcare, education services, employment assistance/job training, and food security, or other needs as they are documented and brought forward by the community.

   C. PROJECT LOCATIONS

      i. SITE LOCATION

      SITE NAME: Northeast Community Center Association
      ADDRESS: 4001 N Cook Street
      CITY, STATE ZIP: Spokane, WA 99207

ii. SERVICE AREA
(Indicate the geographic coverage.)
EXAMPLE: Services will be provided within [defined neighborhoods/city boundaries]

The Northeast Community Center Association NECCA)/ZONE serves the neighborhoods of Chief Garry, Hillyard, Logan, Bemiss, Whitman Nevada Heights Shiloh Hills Minnehaha and Riverside

D. SCOPE OF SERVICES

i. SUPPORTIVE SERVICES *(check all that apply)*
☒ Health Care
☒ Civic Capital
☒ Family Services
☒ Child Care
☒ Education Services
☒ Employment Assistance/Job Training
☒ Food Security
☒ Other

ii. DESCRIPTION

a. ON-SITE SERVICES.
On-Site Services are services that are provided by the Staff of the Community Center.

The Northeast Community Center Association NECCA)/ZONE is a nonprofit neighborhood organization. We improve the quality of life of residents in northeast Spokane, with emphasis on social, health, economic, educational and recreational needs. In 2024, we provided 105,247 units of service to 21,184 individuals in 17,094 households.

b. PARTNER SERVICES.
Partner Services are services provided by outside organizations that the Community Center provides space for.

To provide a rich network of partner agencies and programs and services throughout the NECC service area, we collaborate with local nonprofits, organizations and schools to provide opportunities for community building, community service, education and economic development. Our Northeast Community Center partner agencies and programs include: Akin provides a continuum of care in child and family counseling, early learning, family support, in-home care, and advocacy. (509) 747-4174 Hillyard Senior Center gives senior citizens an outlet for recreation, nutritional meals, health, and social services. (509) 482-0803 Manzanita House offers heritage language classes for

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native speakers and women's tea time. info@mhspokane.org MultiCare Behavioral Health Clinic provides outpatient behavioral health services, therapists, and peer counselors to serve all age groups. 509-530-4230 Northeast Child Development Center (NCDC) & Head Start offer childcare & classroom learning for children of low-income families. NCDC (509) 279-6376 Head Start (509) 279-6351 The Northeast Support Team (NEST) Coalition supports families by providing family/youth programming, resources, education, and intervention of substance use. (509) 703-0836 Spokane Neighborhood Action Partners (SNAP) offers a variety of services, including energy assistance to Spokane residents. (509) 456-7627 SPD Community Outreach engages with youth & adults through sports programming and conversations in community. SPDCommunityOutreach@spokanepolice.org WIC is an education and support program for pregnant, breastfeeding, and postpartum women and caregivers of infants and children under five who qualify. (509) 323-2828 Unify Community Health provides a full spectrum of care with experienced family physicians, dentists, and pharmacists. Medical (509) 483-3427 Dental (509) 326-4382 Pharmacy (509) 482-4069The Zone Project is focused on building upon neighborhood strengths and aligning resources and activities across multiple organizations, institutions, and sectors to affect transformative change in the eight neighborhoods of Northeast Spokane that feed students to Shaw and Garry Middle Schools: Nevada Heights, Whitman, Bemiss, Hillyard, Logan, Minnehaha, Shiloh Hills and Chief Garry Park. At least 60 organizations are partnering to implement multiple strategies together, including developing a mobile food bank "bus", supporting targeted youth employment programs, and restoring blighted housing.

iii. STAFFING PLAN

List required staff roles and expectations for operations of the Community Center that will be funded by this contract.

Jene Ray Director, The ZoNE Associate Director, The Northeast Community Center Jene will be responsible for the coordination of strategic development of partner agencies, grant reporting and data collection, community engagement, partnership development, staff supervision, assessment and communications. Rosel Amor Accounting Assistant/Human Resources Manager confidentially supports and assists the Executive Director of the Northeast Community Center to achieve maximum expense control and productivity. The Accounting Assistant manages all phases of daily accounting including tax payments, deposits, receivables, inventory, payables, payroll, financial and grant reports and the Annual budget and audit.

E. PERFORMANCE MEASURES.

i. Annual Assessment Report

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The GRANTEE shall be required to fill out and submit ATTACHMENT – ANNUAL ASSESSMENT REPORT to the CITY's Program Representative designated on the FACE SHEET of this CONTRACT by e-mail to **communitycenters@spokanecity.org** on an annual basis.

2. CONTRACT TERM/PERIOD OF PERFORMANCE.
The CONTRACT shall begin January 1, 2026, and shall run through December 31, 2030, unless terminated sooner.

3. COMPENSATION.
The CITY shall reimburse the GRANTEE a maximum amount not to exceed **SEVEN HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED FORTY-NINE AND NO/100s** (**$797,849.00**) for all things necessary to the performance of services as listed under SCOPE OF SERVICE. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
This contract is based upon annual funding allocations, and no funding will rollover from year-to-year. Funds will be added to the budget on the schedule below.

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
01/01/26 – 12/13/26	01/01/27 – 12/31/27	01/01/28 – 12/31/28	01/01/29 – 12/31/29	01/01/30 – 12/31/30
$150,000.00	$154,639.00	$159,422.00	$164,352.00	$169,435.00

4. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out a billing form to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Program Representative designated on the FACE SHEET of this CONTRACT by e-mail to communitycenters@spokanecity.org.**

A. REIMBURSEMENT REQUESTS.
The GRANTEE shall submit invoices that include the billing form, appropriate sub-reports (e.g. expense detail reports, housing assistance detail report, program income report, match report, etc.), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.

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Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the GRANTEE except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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. Inaccurate or returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
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. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

8. AMENDMENTS.
The CITY and GRANTEE may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing

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and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or GRANTEE from its obligations under this CONTRACT. All amendments to this CONTRACT must be requested in writing by the GRANTEE and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.

Requests for amendments to the budget must be submitted in writing using AMENDMENT REQUEST FORM. GRANTEE understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The GRANTEE must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, GRANTEE understands that requesting more than two budget amendments may lead to an increased Risk Level.

The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

9. 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.

10. 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 GRANTEE for all work previously authorized and performed prior to the termination date.

    A. The CITY may suspend or terminate this CONTRACT if the GRANTEE materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

        i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

        ii. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this CONTRACT.

        iii. Ineffective or improper use of funds provided under this CONTRACT; or

        iv. Submission by the GRANTEE to the CITY reports that are incorrect or

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incomplete in any material respect.

B. This CONTRACT may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

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

12. INSURANCE.
During the term of the CONTRACT, the GRANTEE shall maintain in force at its own expense, the following insurance coverages:

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

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 GRANTEE's services to be provided under this CONTRACT;

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required under this CONTRACT.

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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 two (2) years after the CONTRACT is completed.

E. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this CONTRACT, the GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for GRANTEE's services under this CONTRACT, 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 GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.
The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The GRANTEE shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

14. SPECIAL CONDITIONS.

A. The GRANTEE shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

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B. The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

C. The GRANTEE shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

D. The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The GRANTEE Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

E. GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

F. Any preventative and general maintenance to the building will be the responsibility of the GRANTEE as of the effective date. Any changes, modifications or damage to the equipment or system without prior written consent will be the responsibility of the GRANTEE. Any repairs needed due to lack of preventative maintenance will be the responsibility of the GRANTEE. If a warranty is voided due to lack of preventative maintenance, the replacement of the product will be the responsibility of the GRANTEE.

15. DEBARMENT AND SUSPENSION.
The GRANTEE 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.

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

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

18. 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,

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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 GRANTEE 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 GRANTEE.

19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE 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 GRANTEE 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT for a period of at least six (6) years or as determined by ATTACHMENT B-SCOPE OF SERVICE. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the GRANTEE that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any

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third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

D. CLOSEOUTS.
The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

E. AUDITS & INSPECTIONS.
The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures

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which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

F. The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to communitycenters@spokanecity.org within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of GRANTEE'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 the CITY gets a valid public records request for GRANTEE's materials or information, CITY will give GRANTEE notice and GRANTEE will be required to go to Court to get an injunction preventing the release of the requested records. In the event that GRANTEE does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
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.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

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24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE CONTRACT

This CONTRACT constitutes the entire CONTRACT between the CITY and the GRANTEE for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

GRANTEE	**CITY OF SPOKANE**
_____	_____
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 CONTRACT:

- SUSPENSION AND DEBARMENT CERTIFICATION
- ANNUAL ASSESSMENT REPORT

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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

   a. 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.
   b. 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

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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(Community Center Name)
Annual Assessment Report
(Date)

Reporting Time Period:	
Executive Director:	
Contact Email:	
Center Address:	
Neighborhood Councils affiliated with Center:	

1. Which supportive services are provided at this location? (Please state if this is provided by a partner, if so which partner, or provided directly by the center.)

2. Please provide overall number served per program for the reporting period.

3. Briefly describe the process to determine which supportive services are provided by the center.

4. Briefly describe how you engage and interact with your local community and neighborhood.

5. Please provide a narrative of one or two programs you would like to highlight and their accomplishments for the reporting time period.

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6. What are barriers or struggles the center or specific programs are facing during this reporting period?

7. What are your plans for future growth and how are you engaging the community in those plans?

8. Please attach a budget summary with overall revenue versus expenses.

Please send the completed report to Sara Clements-Sampson at communitycenters@spoancity.org. Please save a copy for your files. If you have any questions, please contact Sara at sclementssampson@spokanecity.org.

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CITY CLERKS NUMBER _____

1. GRANTEE MARTIN LUTHER KING JR FAMILY OUTREACH CENTER 500 S STONE ST SPOKANE, WA 99202	**2. GRANTEE DOING BUSINESS AS**
3. GRANTEE PROGRAM REPRESENTATIVE FRED GANDY 500 S STONE ST SPOKANE, WA 99202 (509) 868-0856 FGANDY@MLKSPOKANE.ORG	**4. CITY PROGRAM REPRESENTATIVE** SARA CLEMENTS-SAMPSON, COMMUNITY AND FAMILY ENGAGEMENT MANAGER 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509) 507-0611 SCLEMENTSSAMPSON@SPOKANECITY.ORG
5. GRANTEE SIGNATORY FRED GANDY 500 S STONE ST SPOKANE, WA 99202 (509) 868-0856 FGANDY@MLKSPOKANE.ORG	**6. CITY SIGNATORY** ALEXANDER SCOTT, CITY ADMINISTRATOR 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 (509) 625-6774 ASCOTT@SPOKANECITY.ORG

7. CONTRACT AMOUNT $982,323.00	**8. FUNDING SOURCE** ☐ FEDERAL ☐ STATE ☒ LOCAL/OTHER ☐ N/A	**9. START DATE** 01/01/26	**10. END DATE** 12/31/30
AMENDMENT AMOUNT N/A			

11. LOCAL AGENCY CITY OF SPOKANE	**LOCAL PROGRAM** GENERAL FUND

LOCAL AWARD NUMBER N/A	**LOCAL FUNDS** $982,323.00	**TOTAL LOCAL AWARD** N/A	**LOCAL AWARD DATE** N/A

ALN # N/A	**RESEARCH & DEVELOPMENT?** ☐YES ☐NO ☒N/A	**12. INDIRECT COST RATE** DE MINIMIS – 15%

13. EIN # 91-0912823	**14. UEI #** L4DKDGFNJXL5	**15. UBI #** 601-237-277	**16. FMS VENDOR #** 029718	**17. PROJECT ID #** TBD

18. CONTRACT PURPOSE

FIVE YEAR CONTRACT MARTIN LUTHER KING CENTER OPERATING EAST CENTRAL COMMUNITY CENTER

CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date signed. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference:

- DEBARMENT & SUSPENSION CERTIFICATION
- ANNUAL ASSESSMENT REPORT

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City Clerk's No. _____

CITY OF SPOKANE

CONTRACT

Title: MARTIN LUTHER KING CENTER OPERATING EAST CENTRAL COMMUNITY CENTER

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THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("CITY"), and **MARTIN LUTHER KING JR FAMILY OUTREACH CENTER** whose address is 500 S STONE ST, SPOKANE WA 99202 as ("GRANTEE"), individually hereafter referenced as a "PARTY", and together as the "PARTIES".

WHEREAS, Community Centers receive annual contracts from the City of Spokane to support their operational needs; and

WHEREAS, the GRANTEE was awarded General Funds; and

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

1. SCOPE OF SERVICE.

   A. DEFINITION.
   "Community Center" means a publicly-owned property where community members gather to socialize, participate in recreational or educational activities, learn, and/or seek counseling or support services. Community Centers house a variety of programs and can be open to everyone in a community.

   B. INTENT.
   To provide a space where members of the community can gather for group activities, recreation, social support, public information, community improvement or public assembly around addressing the needs of health care, civic capital, family services, childcare, education services, employment assistance/job training, and food security, or other needs as they are documented and brought forward by the community.

   C. PROJECT LOCATIONS

      i. SITE LOCATION

      SITE NAME: Martin Luther King Center
      ADDRESS: 500 S. Stone St.
      CITY, STATE ZIP: Spokane, Wa 99202

ii. SERVICE AREA
(Indicate the geographic coverage.)
EXAMPLE: Services will be provided within [defined neighborhoods/city boundaries]

East Central and surrounding neighborhoods

D. SCOPE OF SERVICES

i. SUPPORTIVE SERVICES *(check all that apply)*
☒ Health Care
☐ Civic Capital
☒ Family Services
☒ Child Care
☒ Education Services
☒ Employment Assistance/Job Training
☒ Food Security
☐ Other

ii. DESCRIPTION

a. ON-SITE SERVICES.
On-Site Services are services that are provided by the Staff of the Community Center.

Preschool, After School Care, Summer Care, Teen Leadership Program, Senior Program, Food Bank

b. PARTNER SERVICES.
Partner Services are services provided by outside organizations that the Community Center provides space for.

Meals on Wheels, Spokane Community Colleges, Take Up the Cause, CHAS mobile clinic

iii. STAFFING PLAN
List required staff roles and expectations for operations of the Community Center that will be funded by this contract.

Facilities Manager, Finance Manager, Executive Director

E. PERFORMANCE MEASURES.

i. Annual Assessment Report
The GRANTEE shall be required to fill out and submit ATTACHMENT – ANNUAL ASSESSMENT REPORT to the CITY's Program Representative designated on the FACE SHEET of this CONTRACT by e-mail to **communitycenters@spokanecity.org** on an annual basis.

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2. CONTRACT TERM/PERIOD OF PERFORMANCE.
The CONTRACT shall begin January 1, 2026, and shall run through December 31, 2030, unless terminated sooner.

3. COMPENSATION.
The CITY shall reimburse the GRANTEE a maximum amount not to exceed **NINE HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED TWENTY-THREE AND NO/100 DOLLARS ($982,323.00)** for all things necessary to the performance of services as listed under SCOPE OF SERVICE. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

This contract is based upon annual funding allocations, and no funding will rollover from year-to-year. Funds will be added to the budget on the schedule below.

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
01/01/26 – 12/13/26	01/01/27 – 12/31/27	01/01/28 – 12/31/28	01/01/29 – 12/31/29	01/01/30 – 12/31/30
$225,849.00	$210,039.00	$195,337.00	$181,663.00	$169,435.00

4. PAYMENT PROCEDURES.
Upon execution of this CONTRACT the CITY shall send out a billing form to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY. Only allowable costs directly related to this CONTRACT shall be paid.

In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this CONTRACT do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Program Representative designated on the FACE SHEET of this CONTRACT by e-mail to communitycenters@spokanecity.org.**

A. REIMBURSEMENT REQUESTS.
The GRANTEE shall submit invoices that include the billing form, appropriate sub-reports (e.g. expense detail reports, housing assistance detail report, program income report, match report, etc.), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this CONTRACT and during the records retention period.

B. PAYMENT.
Payment will be made via direct deposit/ACH within thirty (30) days after receipt of a complete and accurate reimbursement request submitted by the GRANTEE except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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. Inaccurate or

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returned reimbursement requests can delay payment and restart the thirty (30) day period.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the CONTRACT will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this CONTRACT.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS.
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. NOTICES.
Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this CONTRACT shall be directed to the Program Representative as identified on the FACE SHEET.

8. AMENDMENTS.
The CITY and GRANTEE may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT and are executed in writing and signed by a duly authorized representative. Such amendments shall not invalidate this CONTRACT, nor relieve or release the CITY or GRANTEE from its obligations under this CONTRACT. All amendments to this CONTRACT must be requested in writing by the GRANTEE and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this CONTRACT as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of

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this CONTRACT shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.

Requests for amendments to the budget must be submitted in writing using AMENDMENT REQUEST FORM. GRANTEE understands that when submitting a budget amendment, ALL pending invoice reimbursements will be paused. Additionally, no more than two budget amendments will be allowed during a fiscal year except due to extenuating circumstances. The GRANTEE must outline, in writing, the reasoning for needing an additional budget shift beyond the two allowed. The CITY may, at its discretion, deny the request due to administrative burden. Additionally, GRANTEE understands that requesting more than two budget amendments may lead to an increased Risk Level.

The CITY may, in its discretion, amend this CONTRACT to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment signed by both PARTIES.

9. 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.

10. 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 GRANTEE for all work previously authorized and performed prior to the termination date.

    A. The CITY may suspend or terminate this CONTRACT if the GRANTEE materially fails to comply with any terms of this CONTRACT, which include (but are not limited to) the following:

        i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.

        ii. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this CONTRACT.

        iii. Ineffective or improper use of funds provided under this CONTRACT; or

        iv. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

    B. This CONTRACT may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY

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determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

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

12. INSURANCE.
During the term of the CONTRACT, the GRANTEE shall maintain in force at its own expense, the following insurance coverages:

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

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 GRANTEE's services to be provided under this CONTRACT;

   i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of $2,000,000 in order to meet the minimum insurance coverages required 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

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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 two (2) years after the CONTRACT is completed.

E. Abuse/Molestation Insurance of $1,000,000 per occurrence/$2,000,000 aggregate.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverage(s) required by this CONTRACT, the GRANTEE shall furnish acceptable Certificates of Insurance (COI) to the CITY at the time it returns this signed CONTRACT. **The certificate shall specify the City of Spokane as "Additional Insured**" specifically for GRANTEE's services under this CONTRACT, 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 GRANTEE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS.

A. "INDEPENDENT CONTRACTOR".
Nothing contained in this CONTRACT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this CONTRACT. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.
The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this CONTRACT.

C. CITY RECOGNITION.
The GRANTEE shall ensure recognition of the role of the CITY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this CONTRACT.

14. SPECIAL CONDITIONS.

A. The GRANTEE shall send essential staff to all mandatory CITY, and/or funding agency training and information meetings.

B. The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

C. The GRANTEE shall not subaward any funds included in this CONTRACT without prior approval from the CITY.

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D. The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this CONTRACT. The GRANTEE Further agrees to utilize funds available under this CONTRACT to supplement rather than supplant funds otherwise available.

E. GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

F. Any preventative and general maintenance to the building will be the responsibility of the GRANTEE as of the effective date. Any changes, modifications or damage to the equipment or system without prior written consent will be the responsibility of the GRANTEE. Any repairs needed due to lack of preventative maintenance will be the responsibility of the GRANTEE. If a warranty is voided due to lack of preventative maintenance, the replacement of the product will be the responsibility of the GRANTEE.

15. DEBARMENT AND SUSPENSION.
The GRANTEE 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.

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

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

18. 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 GRANTEE 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 GRANTEE.

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19. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE 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 GRANTEE 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. RECORDS TO BE MAINTAINED.
The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this CONTRACT to properly and thoroughly document Program compliance.

B. RETENTION.
The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT for a period of at least six (6) years or as determined by ATTACHMENT B-SCOPE OF SERVICE. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

C. DISCLOSURE.

a. "Confidential Information" as used in this section includes:

i. All material produced by the GRANTEE that is designated as "confidential" by CITY; and

ii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this CONTRACT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies

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and procedures as they apply to this CONTRACT whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

D. CLOSEOUTS.
The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this CONTRACT shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

E. AUDITS & INSPECTIONS.
The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this CONTRACT.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this CONTRACT shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this CONTRACT is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of $1,000,000 of Federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $1,000,000 in Federal funds.

F. The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard,

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Spokane, Washington 99201, or to communitycenters@spokanecity.org within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than $1,000,000 in a fiscal year in Federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Program Representative (designated on the FACE SHEET of this CONTRACT), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Program Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this CONTRACT and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS.
Notwithstanding anything to the contrary, CITY will maintain the confidentiality of GRANTEE'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 the CITY gets a valid public records request for GRANTEE's materials or information, CITY will give GRANTEE notice and GRANTEE will be required to go to Court to get an injunction preventing the release of the requested records. In the event that GRANTEE does not get a timely injunction preventing the release of the records, the CITY will comply with the Public Records Act and release the records.

22. DISPUTES.
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.

23. SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this CONTRACT are included for convenience only and shall not limit or otherwise affect the terms of this CONTRACT.

24. WAIVER
The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

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25. ENTIRE CONTRACT

This CONTRACT constitutes the entire CONTRACT between the CITY and the GRANTEE for the use of funds received under this CONTRACT, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this CONTRACT.

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this CONTRACT by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all CONTRACT provisions as listed above.

MARTIN LUTHER KING JR FAMLY OUTREACH CENTER	**CITY OF SPOKANE**
_____	_____
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 CONTRACT:

- SUSPENSION AND DEBARMENT CERTIFICATION
- ANNUAL ASSESSMENT REPORT

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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

   a. 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.
   b. 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

_____ _____
Name of Certifying Official Signature

_____ _____
Title of Certifying Official Date

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(Community Center Name)
Annual Assessment Report
(Date)

Reporting Time Period:	
Executive Director:	
Contact Email:	
Center Address:	
Neighborhood Councils affiliated with Center:	

1. Which supportive services are provided at this location? (Please state if this is provided by a partner, if so which partner, or provided directly by the center.)

2. Please provide overall number served per program for the reporting period.

3. Briefly describe the process to determine which supportive services are provided by the center.

4. Briefly describe how you engage and interact with your local community and neighborhood.

5. Please provide a narrative of one or two programs you would like to highlight and their accomplishments for the reporting time period.

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6. What are barriers or struggles the center or specific programs are facing during this reporting period?

7. What are your plans for future growth and how are you engaging the community in those plans?

8. Please attach a budget summary with overall revenue versus expenses.

Please send the completed report to Sara Clements-Sampson at communitycenters@spoancity.org. Please save a copy for your files. If you have any questions, please contact Sara at sclementssampson@spokanecity.org.

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Consent

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025
Clerk's File #	RES 2025-0102
Cross Ref #	OPR 2025-0787
Project #	
Bid #	
Requisition #	

Submitting Dept	RISK MANAGEMENT
Contact Name/Phone	MATT BOSTON 625-6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Council Sponsor(s)	BWILKERSON MCATHCART
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	2026 CITY INSURANCE PREMIUMS

Agenda Wording

A resolution exempting insurance premiums from competitive procurement and authorizing City to purchase proposed insurance coverage identified in attached. The City is self-insured but carries excess liability coverage as part of fiscal policy to minimize financial exposure. The estimated premium cost is $4,365,318.62.

Summary (Background)

Requesting approval to purchase various insurance policies for the City of Spokane for the period of 1/1/2026-1/1/2027. Arthur J. Gallagher, the City's contracted broker has marketed the City's insurance requirements. Policy coverage information, City of Spokane Preliminary proposal estimated with increase of 8.8% over 2025.

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?

Risk Management monitors insurance and coordinates with consultant to identify best insurance coverage and cost

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

Aligns with City fiscal policy

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 4,365,318.62
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

N/A

Amount		Budget Account
Expense	$ 4,365,318.62	# various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

N/A

Approvals		Additional Approvals	
Dept Head	STRATTON, JESSICA		
Division Director	STRATTON, JESSICA		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	mboston@spokanecity.org
spuckett@spokanecity.org	jnechanicky@spokanecity.org
ddaniels@spokanecity.org	laga@spokanecity.org

Gallagher

Insurance | Risk Management | Consulting

City of Spokane
Preliminary Proposal

January 01, 2026 – January 01, 2027

Arthur J. Gallagher & Co.
Julie McCallum | Area Vice President
Julie_McCallum@AJG.com | 425.586.1040
Regina Caindoy | Senior Client Service Manager
Regina_caindoy@ajg.com | 425.586.1034

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Table of Contents

- Your Team
- Exposure Comparison
- Projected Renewal Premium
- Market Summary and Strategy



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Your Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Name/Title	Phone	Email	Role
Primary Service Team			
Julie McCallum	425.586.1040	Julie_McCallum@AJG.com	Producer/Team Lead
Regina Caindoy	425.586.1034	Regina_Caindoy@ajg.com	Senior Client Service Manager
Charlie Underhill	425.586.1045	Charles_Underhill@ajg.com	Client Service Supervisor
Velizar Kardashev	425.974.4418	Velizar_Kardashev@ajg.com	Client Service Associate
Claims & Loss Control			
Tim Chace	425.586.1005	Tim_Chace@ajg.com	Senior Risk Control Consultant
Senior Resources			
Hannah Adams	772.214.4228	Hannah_Adams@ajg.com	Executive Liaison/Area President
John Chino	630.349.9827	John_Chino@ajg.com	Senior Vice President – Public Sector
Paul Davis	303.250.6156	Paul_Davis@ajg.com	Regional Director – Cyber Liability
Michael Hogue	405.639.3810	Michael_Hogue@ajg.com	Managing Director - Energy

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Exposure Comparison

Rated Exposure	Expiring	Renewal	Difference
Property (Excluding Upriver Dam, WWTP, WWM, & WTE)			
Building and Contents	504,725,623.00	516,805,746.00	2.40%
Fine Arts	7,697,210.00	7,697,210.00	0.00%
WTE Plant Property	299,593,229.00	308,581,026.00	3.00%
WTE Plant Business Income	8,563,163.00	4,750,790.00	-44.50%
Upriver Dam Property	137,353,318.00	141,473,918.00	3.00%
Riverside Park	812,863,166.00	837,249,061.00	3.00%
Inland Marine	48,700,000.00	49,735,000.00	2.13%
Revenue	214,749,045.00	215,000,000.00	0.12%
City Population	230,162.00	233,000.00	1.23%
Projected Payroll	195,948,066.28	200,895,411.00	2.52%
Full Time employees	2,285	2,339	2.36%
Part Time employees	617	478	-22.53%
Vehicle Units	1,620	1,620	0%
Estimated Worker Hours	4,443,314.00	4,438,974.00	-0.10%

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Insurance Premiums

Projected Renewal Premium at 8.8%

Coverage	Expiring	Renewal	Exposure Change	Renewal Rate	Combined
Property (Excluding Upriver Dam, WWTP, WWM, & WTE) TIV	$296,250.00	$275,513.00	3%	-10%	-7%
Property - URD	$338,064.00	$348,206.00	3%	0%	3%
Property - WTE	$938,203.00	$966,350.00	3%	0%	3%
Property - Riverside Park	$421,795.00	$434,449.00	3%	0%	3%
Boiler & Machinery	$104,915.00	$113,308.20	3%	5%	8%
Terrorism	$71,098.50	$76,786.00	3%	5%	8%
Inland Marine	$75,138.00	$77,392.00	-2%	5%	3%
Package $5M	$716,254.00	$880,992.42	3%	20%	23%
Excess $5M x $5M	$600,000.00	$738,000.00	3%	20%	23%
Excess Workers Compensation	$338,581.00	$348,738.00	-0.10%	3%	3%
Cyber Security Network	$77,000.00	$78,000.00	0.12%	0%	0%
Crime	$21,523.00	$21,523.00	0%	0%	0%
Unmanned Aircraft Systems	$6,061.00	$6,061.00	0%	0%	0%
Special Risk (Kidnap & Ransom)	$8,809.00	Non-Renew	N/A	N/A	N/A
Total	**$4,013,691.50**	**$4,365,318.62**			

Property (Excluding Upriver DAM, WWTP, WWM, & WTE) expiring premium at $395,000 as a 16 month term

Numbers reflected are pure premium only. 2.1% Surplus Lines taxes, surcharges and fees are not included

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Insurance Premiums



Renewal Strategy

Every year we should consider three “go to market” strategies by line of coverage, based on this strategy discussion. These are the three strategies along with possible considerations of each:

- **Negotiate and renew with the incumbent carrier(s). This is preferred if we:**
  - Believe we can achieve the renewal goals without additional competition
  - Tested this carrier with competitors in the last few years
  - Are happy with the carrier’s service
- **Negotiate with a few carriers, including the incumbent.**
  - Package Liability, we are approaching the following markets: Allied Public Risk, Obsidian, Berkley
  - Excess $5M x $5M, we are approaching the following markets: Munich, Obsidian
  - Property (non-energy), we are approaching the following markets: Chubb, Zurich, Everest
  - Crime, we are approaching the following market: Hanover
  - Cyber, our Cyber division will provide their own marketing list
  - Potential Environmental Pollution Exposure, looking into obtaining a quote

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Thank You for Your Business

We have enjoyed our partnership and appreciate the continued time, support and confidence you have placed in us as your risk management team. This past year has been successful as evidenced by your scorecard. Your total cost of risk is being impacted favorably and our strategy for this upcoming renewal continues to focus on ways to improve this positive impact on your profitability. Thank you.

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Gallagher

Insurance | Risk Management | Consulting

Thank you

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RESOLUTION NO. 2025-0102

A Resolution declaring the waiver of public bid requirements for the purchase of 2026 insurance premiums for specified City insurance coverages.

WHEREAS, the City of Spokane is self-insured but carries various insurance policies as a practice of fiscal policy; and

WHEREAS, the City annually secures coverage for property casualty, general liability, law enforcement liability, commercial auto liability, public officials' liability, damage and repair to boilers and machinery, acts of terrorism, inland marine casualty (fire truck), excess worker's compensation, cyber liability, criminal acts, and limited aviation coverage; and

WHEREAS, the nature of the insurance industry is such that utilizing normal public procurement processes are likely to result in a higher cost of premiums; and

WHEREAS, the City of Spokane does not have sufficient subject matter experts to coordinate and negotiate the various insurance coverages and premiums necessary to properly insure the City, and for this reason the City hired an insurance broker, who was selected through normal competitive procurement process and whose fees are paid separately from premiums, to negotiate premiums and coverages on behalf of the City; and

WHEREAS, it is recommended the City secure certain insurance coverages as negotiated by its insurance broker and recommended from time to time, usually on an annual basis; and

WHEREAS, as allowed by RCW 39.04.280 (1) (d), and SMC 07.06.170, the Council may by resolution waive the public bid requirements of insurance; and

WHEREAS, the City desires to waive public bid requirements for the foregoing insurance coverages, as well as other coverages that may be identified as prudent for the City to secure; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby declares a waiver of public bid requirements for the purchase of insurance policies; and

BE IT ALSO RESOLVED that the Council authorizes the City and Risk Management to execute the foregoing contracts without further approval of the City Council.

Passed by the City Council this ____ day of _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 10/20/2025 **Committee Agenda type:** Discussion **Council Meeting Date:** 11/10/2025		**Date Rec'd**	10/15/2025
		Clerk's File #	ORD C36778
		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	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	AN ORDINANCE PROHIBITING ALGORITHMIC RENT PRICE FIXING,		

Agenda Wording

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

Summary (Background)

An ordinance prohibiting the use of algorithmic rent price fixing and protecting against tenant and employee retaliation for claims of violation.

What impacts would the proposal have on historically excluded communities?

Young adults and minority communities are more likely to be renters, opening themselves up to more instability in their housing. Algorithmic rental price fixing can drive up prices and vacancies through digital collusion between landlords.

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 proposal would ban the use of a technology that can artificially inflate rental prices when minority populations are more likely to be renters.

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

Evidence provided for violations, successful enforcement of the proposal, and lack of widespread use of algorithmic rental price fixing programs.

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 proposal would align with city policies regarding lowering housing costs, maintaining quality rentable units for residents, and ensuring that collusive technologies are not being used to price gouge vulnerable residents searching for housing.

Council Subcommittee Review

The Housing Action Subcommittee reviewed this proposal in an earlier draft format.

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			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	PICCOLO, MIKE		
For the Mayor			

Distribution List	

ORDINANCE NO. C36778

AN ORDINANCE prohibiting algorithmic rent price fixing, adopting a new Section 10.57.180 to Chapter 10.57 and amending Sections 07.08.158, 10.57.060, 10.57.130 and 10.57.140 of the Spokane Municipal Code.

WHEREAS, software has become available for the use of proprietary non-public information provided to landlords to suggest and set rent prices and other lease terms; and

WHEREAS, the Office of the Washington State Attorney General has previously filed suit alleging that software for the use of algorithmic rent fixing may violate the state's Consumer Protection Act; and

WHEREAS, the Washington State Legislature considered regulating such algorithmic rent fixing in Senate Bill 5469 in the 2025 legislative session; and

WHEREAS, the industry-wide use of such algorithms can drive up rent and vacancies and arguably constitute unlawful price-fixing; and

WHEREAS, the City of Spokane webpage states that Spokane has over eighty thousand renters; and

WHEREAS, The City Council is interested in protecting those residents who rent and in addressing factors that artificially inflate the demand for rental housing; and

WHEREAS, by nature of anti-competitive violations, it can be difficult for tenants and prospective tenants to prove collusion, collaboration, or other uncompetitive behavior between for-profit landlords and property managers; and

WHEREAS, a study on algorithmic rent-fixing and collusion[1] was published in *Urban Science* in August 2025; and

WHEREAS, the study identifies the effects that algorithmic rent-fixing has on neighborhoods and districts, of which algorithmic rent-fixing has the most impact on with price increases through collusive monopolies; and

WHEREAS, the neighborhood effects of those engaging in algorithmic rent-fixing,

[1] Zimmerman, A.J.; Anderson, M.B. Nefarious Algorithms: Rent Fixing via Algorithmic Collusion and the Role of Intentionality in the Pursuit of Class Monopoly Rent. *Urban Sci.* 2025**,** 9, 315. https://doi.org/10.3390/urbansci9080315

and collusive activity generally, can be artificially minimized by arguing that the market analysis should be done at larger market scale, thereby diluting the portion of the market that their monopoly constitutes; and

WHEREAS, other localities have passed similar legislation prohibiting algorithmic rental price fixing, including Seattle, Minneapolis, Berkeley, and Jersey City;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.158 of Spokane Municipal Code is amended to read as follows:

07.08.158 Legal Services and Relocation Fund

A. There is established a special revenue fund entitled the "legal services and relocation fund" into which shall be paid two percent of all revenue collected pursuant to SMC 8.07C each year for five calendar years (2023-2027) to seed the fund and then it shall thereafter be maintained with 100% proceeds from substandard housing enforcement actions by the Legal Services and Relocation Program and monetary sanctions collected from enforcement actions pursuant to Chapter 10.57.

B. As provided in the annual budget, the "legal services and relocation fund" is appropriated to provide for legal services and relocation funds arising out of rental units that fall below standards of habitability, as established by SMC 10.57.070. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 2. That Section 10.57.060 of Spokane Municipal Code is amended to read as follows:

10.57.060 Consistency with Chapter 59.18.RCW

A. The provisions of this chapter shall be interpreted an enforced in a manner that is consistent with the provisions of Chapter 59.18 RCW.

B. Terms in this chapter shall have the meaning set forth in Chapter 59.18 RCW unless a different meaning is expressly provided herein.

Section 3. That Section 10.57.130 of Spokane Municipal Code is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.
Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.

2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, 10.57.160, ((~~and~~)) 10.57.170, and 10.57.180.

4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 4. That Section 10.57.140 of Spokane Municipal Code is amended to read as follows:

10.57.140 Private Right of Action

A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be

awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to $500, and injunctive relief.

B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, ((~~or~~)) 10.57.170, or 10.57.180. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 5. That a new Section 10.57.180 is added to Chapter 10.57 of the Spokane Municipal Code as follows:

10.57.180 Prohibition on Algorithmic Rental Price Fixing

C. Definitions. For the purposes of this section:

A. "Coordinate" and "coordinating" shall mean an algorithm service provider is:

A. Collecting historical, anticipated, or contemporary prices, price changes, supply levels, occupancy rates, or lease or rental contract termination and renewal dates of residential dwelling units from two or more landlords, from private databases, or from public databases; and

B. Analyzing or processing the information described in this section through the use of a system or software that utilizes an algorithmic or other automated process to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to more than one landlord;

C. "Coordinate" and "coordinating" do not include publishing rental price estimates that:

A. Are solely based on publicly available information;

B. Are equally available to all members of the public; and

C. Do not require a contract, agreement, or registration to obtain.

B. "Dwelling unit" has the meaning as defined in SMC 17A.020.040.

C. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.

D. “Person” has the meaning as defined in SMC 01.02.100.

E. “Algorithm service provider” means any person that performs a coordinating function.

D. Exceptions. This section does not apply to coordinating functions provided with either short-term rentals as defined in SMC 17C.316.020 or hotels as defined in SMC 17C.348.020.

E. Violation. It is a violation of this section for:

A. Any landlord, in or affecting commerce, to contract with or otherwise exchange anything of value in return for the coordinating services of an algorithm service provider.

B. Any algorithm service provider, in or affecting commerce, to provide coordinating services to two or more landlords.

C. It is not a violation of this section for a landlord to use a system or software recordkeeping tool absent conduct otherwise prohibited under this section.

F. Penalty. The City may file a civil action in a court of competent jurisdiction for violations of Section 10.57.180 for civil penalties of up to five thousand dollars per violation. Each instance of coordinating services for each dwelling unit shall be considered a separate violation. The court may award reasonable attorney’s fees and costs to the City if the City is the prevailing party.

G. Revocation of Business License. Pursuant to Section 08.01.321, the City of Spokane shall cancel or revoke the business license of a landlord, landlord’s agent, or algorithm service provider successfully found in violation of this section and shall not be eligible to obtain a City of Spokane business license for five years thereafter.

H. Submission of Violations. Tenants, landlords, and the employees or contractors of landlords are encouraged to submit violations of this section to the City Attorney and the Residential Rental Housing Navigator.

Section 6. 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 7. 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: Finance & Administration **Date:** 11/03/2025

Committee Agenda type: Discussion

Council Meeting Date: 11/24/2025

Date Rec'd	10/29/2025
Clerk's File #	ORD C36795
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 342-6913
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	AN ORDINANCE RELATING TO THE EXECUTIVE AND ADMINISTRATIVE

Agenda Wording

An ordinance relating to the Executive and Administrative Organization; repealing Chapters 03.01A, 06.06; adopting new Chapters 03.01B and 05A.20; amending Section 05A.06.010 of the Spokane Municipal; and setting an effective date.

Summary (Background)

The City of Spokane executive branch, led by the Mayor, is organized into divisions, administrative departments, and administrative offices. Section 25 of the City Charter requires the "rights, powers, and duties" of departments to be prescribed and discontinued by ordinance.

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?

This proposal aligns with Section 25 of the City Charter.

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	

ORD C36795 (SPONSOR SUBSTITUTION)(11-07-25)

ORDINANCE NO. C36795

An ordinance relating to the Executive and Administrative Organization; repealing Chapters 03.01A, 06.06; adopting new Chapters 03.01B and 05A.20; amending Section 05A.06.010 of the Spokane Municipal; and setting an effective date.

WHEREAS, the City of Spokane executive branch, led by the Mayor, is organized into divisions, administrative departments, and administrative offices; and

WHEREAS, Section 25 of the City Charter requires the "rights, powers, and duties" of departments to be prescribed and discontinued by ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 03.01A of the Spokane Municipal Code is hereby repealed.

Section 2. That there is adopted a new Chapter 03.01B of the Spokane Municipal Code to read as follows:

Chapter 03.01B Executive and Administration

Article I Administrative Branch
- 03.01B.010 Divisions Defined and Established
- 03.01B.011 Administrative Departments Defined and Established

Article II Executive
- 03.01B.020 Office of the Mayor
- 03.01B.021 Office of Civil Rights, Equity, and Inclusion

Article III City of Spokane Divisions
- 03.01B.030 Communications and Marketing
- 03.01B.031 Community and Economic Development
- 03.01B.032 Finance and Administration
- 03.01B.033 Housing and Human Services
- 03.01B.034 Public Works
- 03.01B.035 Spokane Police
- 03.01B.036 Transportation and Sustainability

Article IV Communications and Marketing Division

03.01B.040 Neighborhood Services
03.01B.041 Spokane 311

Article V Community and Economic Development Division
03.01B.050 Arts, Culture, and Historic Preservation
03.01B.051 Code Enforcement
03.01B.052 Development Services
03.01B.053 Planning Services

Article VI Finance and Administration Division
03.01B.060 Accounting
03.01B.061 Facilities Management
03.01B.062 Fleet Services
03.01B.063 Grants Management
03.01B.064 Information Technology
03.01B.065 Management and Budget
03.01B.066 Purchasing and Contracts

Article VII Housing and Human Services Division
03.01B.070 Housing and Homeless Services
03.01B.071 Family and Youth Services

Article VIII Public Works Division
03.01B.080 Engineering Services
03.01B.081 Integrated Capital Management
03.01B.082 Solid Waste Collection
03.01B.083 Solid Waste Disposal
03.01B.084 Wastewater Management
03.01B.085 Water and Hydroelectric Services

Article IX Spokane Police Department
03.01B.090 Administration and Investigation
03.01B.091 Analytics, Research, and Technology
03.01B.092 Patrol

Article X Transportation and Sustainability Division
03.01B.100 Parking Services
03.01B.101 Street

Article XI Stand-alone Administrative Departments

03.01B.110 Office of the City Attorney
03.01B.111 Office of the City Clerk
03.01B.112 Human Resources
03.01B.113 Public Defender
03.01B.114 Spokane Fire Department
03.01B.115 Spokane United 911 Network

Article XII Board-governed Divisions
03.01B.120 Spokane Parks and Recreation
03.01B.121 Spokane Public Library

Article XIII Board-governed Stand-alone Administrative Departments
03.01B.130 Civil Service
03.01B.131 Office of Police Ombuds
03.01B.132 Retirement

Article I. Administrative Branch

Section 03.01B.010 Administrative Divisions Defined and Established

A. A City of Spokane administrative division is an organizational unit with administrative responsibility over two or more administrative departments focused on providing accountable, efficient, and effective City services within a general functional area of City government. An administrative division shall consist of no more than two employees exempt from civil service. Except as otherwise provided, the administrative divisions listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the Mayor.

B. Administrative divisions may promulgate public rules in the form and manner set forth in Chapter 3.14 of the Spokane Municipal Code.

C. Pursuant to Section 24 of the City of Spokane Charter, the Mayor appoints all administrative heads and assistant administrative heads of each division. The appointment of the administrative head of each division is subject to approval by the Spokane City Council. A resolution approving the appointment shall be placed on the City Council's agenda within thirty (30) calendar days of the appointment. Any person appointed by the Mayor as an administrative head of a division in an interim or acting capacity may serve up to 180 calendar days and may be extended for up to an additional 180 calendar days by City Council resolution.

D. The City of Spokane consists of the following divisions:

City of Spokane Administrative Divisions
Communications and Marketing
Community and Economic Development
Finance and Administration
Housing and Human Services
Public Works
Spokane Police
Transportation and Sustainability

E. The City of Spokane consists of two divisions that are administered concurrently by an appointed board:

Board-governed Divisions	Governing Board
Spokane Parks and Recreation	Spokane Park Board
Spokane Public Library	Spokane Public Library Board of Trustees

Section 03.01B.011 Administrative Departments Defined and Established

A. A City of Spokane administrative department is an organizational unit that has been authorized through the City of Spokane budget to employ at least three employees, with no more than two employees exempt from civil service. Except as otherwise provided, the administrative departments and offices listed in this chapter shall have all the rights and powers granted and duties imposed by authority of the laws of the state and the charter and ordinances of the City now existing or subsequently adopted, subject to the general supervision and control of the Mayor.

B. Administrative departments may consist of one or more offices organized by function or program.

C. Administrative departments and offices may promulgate public rules in the form and manner set forth in Chapter 3.14 of the Spokane Municipal Code.

D. Pursuant to Section 24 of the City of Spokane Charter, the Mayor appoints all administrative heads and assistant administrative heads in each department. The appointment of the administrative head of each department is subject to approval by the Spokane City Council. A resolution requesting Council approval of the appointment shall be placed on the City Council's agenda within thirty (30) calendar days of the appointment. Any person appointed by the Mayor as an administrative head of an administrative department in an interim or acting capacity may serve up to 180 calendar days and may be extended for up to an additional 180 calendar days by City Council resolution.

E. The appointment and termination of persons within the classified service shall follow the procedures of the civil service system as provided in Section 55 of the

City Charter.

F. The City of Spokane consists of the following administrative departments:

Communications and Marketing Division
Office of Neighborhood Services
Spokane 311
Community and Economic Development Division
Arts, Culture, and Historic Preservation
Code Enforcement
Development Services
Planning Services
Finance and Administration Division
Accounting
Facilities Management
Fleet Services
Grants Management
Information Technology
Management and Budget
Purchasing and Contracts
Housing and Human Services Division
Housing and Homeless Services
Family and Youth Services
Public Works Division
Engineering Services
Integrated Capital Management
Solid Waste Collection
Solid Waste Disposal
Wastewater Management
Water and Hydroelectric Services
Spokane Police
Administration and Investigation
Analytics, Research, and Technology
Patrol
Transportation and Sustainability Division
Parking Services
Street

G. The City of Spokane has the following stand-alone administrative departments:

Stand-alone Administrative Departments
City Attorney
City Clerk
Human Resources
Spokane Fire Department

Spokane United 911 Network

H. The City of Spokane has the following stand-alone administrative departments administered concurrently by an appointed board:

Board-governed Administrative Departments	Governing Board
Civil Service	Civil Service Commission
Police Ombuds	Office of the Police Ombuds Commission
Retirement	Spokane Employees' Retirement System Board

Article II. Executive

Section 03.01B.020 Office of the Mayor

A. Pursuant to Section 24 of the City of Spokane Charter, the Mayor is the City of Spokane's Chief Executive Officer, responsible for directing the activities of the City of Spokane's employees and managing the City's biennial budget to ensure the delivery of efficient and effective services, facilitate economic opportunity, and enhance the quality of life for residents and visitors to Spokane.

B. The Office of the Mayor includes assistants to the Mayor necessary for the efficient operation of City government.

C. The City Administrator and Deputy City Administrator assist the Mayor in the direction of City operations. The City Administrator and Deputy City Administrator are appointed and removed by the Mayor.

D. The Office of Emergency Management, within the Office of the Mayor, administers the City's emergency management program. The Director of Emergency Management is appointed by the Mayor.

E. As provided in SMC 1.02.130, the Mayor may delegate specific functions, authority, and responsibility, including the signing of documents.

F. The Mayor is chair of the Sister Cities Association of Spokane, the nonprofit corporation that oversees the Sister Cities program by contract with the City.

Section 03.01B.021 Office of Civil Rights, Equity, and Inclusion (OCREI)

A. The Office of Civil Rights, Equity, and Inclusion (OCREI) is an administrative department within the Office of the Mayor established to provide citywide leadership and guidance in the areas of civil rights, equity, and inclusion. The Office of Civil Rights, Equity, and Inclusion promotes the removal of historical and

existing barriers to access to services within the boundaries of the city of Spokane and works to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and promote awareness within City government and the city of Spokane through public education and outreach.

B. The Office of Civil Rights, Equity, and Inclusion serves as the administrative liaison to the Spokane Human Rights Commission.

Article III City of Spokane Divisions

Section 03.01B.030 Communications and Marketing

A. The Communications and Marketing Division informs residents and employees about important City issues and provides opportunities for increased participation in government.

B. The Communications and Marketing Division consists of the following administrative departments and offices:

Communications and Marketing Division
Administrative Departments
Neighborhood Services (ONS)
Spokane 311
Offices
Creative Services
Web Services

C. The Office of Creative Services, within the Communications and Marketing Division, provides consultation on and produces video, audio, photography, graphics, and digital imaging to support all City communications and marketing. It provides technical AV support within City Hall. Promotes government transparency by recording and publicly sharing city meetings, which fulfills public information requests. Additionally, it manages programming and emergency broadcasts on the city government channel available under the cable franchise agreements.

D. The Office of Web Services, within the Communications and Marketing division, designs, develops, and hosts multiple City websites.

Section 03.01B.031 Community and Economic Development

A. The Community and Economic Development Division leads building plan review, permitting, and inspection of new and existing structures, long-range planning, economic development, historic preservation, and maintains health and safety in the built environment. The Community and Economic Development Division promotes housing development and economic growth with a focus on existing city of Spokane businesses and targeted industries that provide quality, high-wage jobs for the community. The Community and Economic Development Division serves as the liaison to public development authorities, business improvement districts, neighborhood business associations, and regional economic development organizations.

B. The Community and Economic Development Division consists of the following administrative departments:

Community and Economic Development Division
Administrative Departments
Arts, Culture & Historic Preservation
Code Enforcement
Development Services
Planning Services

Section 03.01B.032 Finance and Administration

A. The Finance and Administration Division is responsible for managing all fiscal affairs of the City of Spokane.

B. The Finance and Administration Division consists of the following administrative departments and offices:

Finance and Administration Division
Administrative Departments
Facilities Management
Fleet Services
Grants Management
Information Technology
Management and Budget
Purchasing and Contracts
Offices
Internal Auditor
Performance Management
Risk Management
Taxes and Licenses

C. The Office of the Internal Auditor supports the City of Spokane's governance framework by assessing internal controls, risk management practices, and

operational performance through objective, risk-based assurance, and advisory services.

D. The Office of Performance Management provides citywide guidance in project management, continuous improvement, and performance management. The Office of Performance Management serves as the City of Spokane's project management office (PMO).

E. The Office of Risk Management administers the City's self-insured property and liability fund to ensure the City resolves claims promptly.

Section 03.01B.033 Housing and Human Services

A. The Housing and Human Services Division serves residents by securing and allocating resources and implementing and overseeing programs designed to connect people, neighborhoods, and organizations to housing, resources, and services.

B. The Housing and Human Services Division consists of the following administrative departments:

Housing and Human Services Division
Administrative Departments
Housing and Homeless Services
Family and Youth Services

C. The Housing and Human Services Division serves as the administrative liaison to the Community, Housing, and Human Services (CHHS) Board.

Section 03.01B.034 Public Works

A. The Public Works Division provides services critical to residents' lives, including the City's major utility enterprises, including water, wastewater, and solid waste.

B. The Public Works Division consists of the following administrative departments and offices:

Public Works Division
Administrative Departments
Engineering Services
Integrated Capital Management
Solid Waste Collection
Solid Waste Disposal
Wastewater Management

Water and Hydroelectric Services
Offices
Utility Billing

C. The Office of Utility Billing executes the billing process for utilities, both internally and externally. This process includes meter reading, billing production, customer service, credit & collection services, and inter-fund billing.

Section 03.01B.035 Spokane Police Department

A. The Spokane Police Department (SPD) provides evidence-based, constitutional, and community-centered policing as the primary law enforcement agency of the city of Spokane.

B. The Spokane Police Department is a division with the following administrative departments:

Spokane Police Department
Administrative Departments
Administration and Investigation
Analytics, Research, and Technology
Patrol

Section 03.01B.036 Transportation and Sustainability

A. The Transportation and Sustainability Division leads the delivery of transportation services and infrastructure, and coordinates sustainability efforts across the city, to improve the livability, safety, and mobility of all residents.

B. The Transportation and Sustainability Division consists of the following administrative departments:

Transportation and Sustainability Division
Administrative Departments
Parking Services
Street

C. The Director of Transportation and Sustainability, or their designee, serves as the administrative liaison to the City's Transportation Commission and Climate, Resilience, and Sustainability Board.

Article IV Communications and Marketing Division

Section 03.01B.040 Neighborhood Services (ONS)

A. Pursuant to Section 71 of the City of Spokane Charter, the Office of Neighborhood Services (ONS) is an administrative department within the Communications and Marketing Division that serves as the liaison between the legislative and executive branches of the City, the neighborhood councils, and the Community Assembly.

B. Pursuant to Section 72 of the City of Spokane Charter, the Director of Neighborhood Services serves as the administrative head of the Office of Neighborhood Services.

Section 03.01B.041 Spokane 311

Spokane 311 is an administrative department within the Communications and Marketing Division that serves as the centralized customer service office managing customer service requests from residents and visitors by phone, online, and in person.

Article V Community and Economic Development Division

Section 03.01B.050 Arts, Culture, and Historic Preservation

A. Arts, Culture, and Historic Preservation is an administrative department within the Community and Economic Development Division. The Arts, Culture, and Historic Preservation Department fosters stewardship and investment in historic properties by providing incentives to redevelop, rehabilitate, and revitalize properties and buildings while preserving character, creating construction jobs, and increasing the tax base for the community. The department also promotes, develops, and executes programs to enhance public awareness of and interest in the arts and the preservation of the city of Spokane's cultural heritage.

B. The Historic Preservation Officer, or their designee, serves as the administrative liaison to the Spokane City/County Historic Landmarks Commission.

C. Arts, Culture, and Historic Preservation Department serves as the administrative liaison to the Spokane Arts Commission.

Section 03.01B.051 Code Enforcement

Code Enforcement is an administrative department within the Community and Economic Development Division that serves as the primary contact for land use complaints and is responsible for enforcing the City’s health, zoning, safety codes, and ordinances.

Section 03.01B.052 Development Services

Development Services is an administrative department within the Community and Economic Development Division that reviews and approves plans, issues building and occupancy permits, and inspects building projects for compliance with building and other construction codes.

Section 03.01B.053 Planning Services

A. Planning Services is an administrative department within the Community and Economic Development Division responsible for the preparation and maintenance of the City of Spokane Comprehensive Plan to guide the community's long-term physical, economic, and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design.

B. The Planning Services Department serves as the administrative liaison to the Plan Commission, Bicycle Advisory Board and Design Review Board.

Article VI Finance and Administration Division

Section 03.01B.060 Accounting

Accounting is an administrative department within the Finance and Administration Division responsible for preparing financial statements, maintaining the general ledger, paying bills, billing customers, payroll, inventory management, disseminating and monitoring financial policies and internal controls, financial analysis, administration of some joint governmental agencies, receipt, and technical review of grant applications and the closeout of grants and financial assistance awards.

Section 03.01B.061 Facilities Management

Facilities Management is an administrative department within the Finance and Administration Division responsible for the strategic management of all City-owned assets, leases, real estate, and facilities.

Section 03.01B.062 Fleet Services

Fleet Services is an administrative department within the Finance and Administration Division responsible for the management of all vehicles and equipment in the City of Spokane's fleet, including fuel management, installing and maintaining vehicular communication equipment and systems, emergency and preventative maintenance, assisting with the development of specifications for and administering the acquisition of motor vehicles and other rolling equipment, scheduling and performing equipment

maintenance and repairs, and maintaining replacement schedules, rental rates and equipment history, and coordinates joint activities with other governmental entities.

Section 03.01B.063 Grants Management

Grants Management is an administrative department within the Finance and Administration Division providing centralized management, oversight, and other support services to City divisions and departments involving the application, administration, reporting, and closeout of grants and financial assistance awards.

Section 03.01B.064 Information Technology

Information Technology (IT) is an administrative department within the Finance and Administration Division responsible for information technology application and system support, including electronic mail, telephone system, network infrastructure, helpdesk, GIS, datacenter operations, data management, cyber security, and contract management, including software/hardware/professional services/licensing/fiber.

Section 03.01B.065 Management and Budget

Management and Budget is an administrative department within the Finance and Administration Division that assists the Chief Financial Officer in budget development and administration by reviewing and analyzing the City's financial condition, reporting revenues and expenditures of divisions and departments. The Management and Budget Department is responsible for coordinating the development of the biennial budget, budget control, financial forecasting and planning, and the budget activities of all divisions and departments.

Section 03.01B.066 Purchasing and Contracts Department

A. Purchasing and Contracts is an administrative department within the Finance and Administration Division responsible for the administration and operational support to program managers, including contract engagement and compliance monitoring, relative performance and financial tracking, and budget review. Additionally, the department is responsible for procuring public works, goods, and services through competitive bid, quote, or proposal, processing purchase orders and contracts, managing inventories, and disposing of surplus property.

B. The department director, Director of Purchasing and Contracts, shall act as the Chief Compliance & Procurement Officer for all City activities involving purchasing.

Article VII Housing and Human Services Division

Section 03.01B.070 Housing and Homeless Services

Housing and Homeless Services is an administrative department within the Housing and Human Services Division responsible for leading the execution of the Spokane Regional Continuum of Care 2025-2030 5-year Strategic Plan to Prevent and End Homelessness and administering the City of Spokane's affordable housing programs.

Section 03.01B.071 Family and Youth Services

Family and Youth Services is an administrative department within the Housing and Human Services Division responsible for the development and execution of programs and partnerships that help families and children thrive in the city of Spokane.

Article VIII Public Works Division

Section 03.01B.080 Engineering Services Department

Engineering Services is an administrative department within the Public Works Division that serves as the design and construction management arm of the City. The Engineering Services Department designs and manages the construction of public streets, sewers, and water systems. The Engineering Services Department also assists private development by inspecting private infrastructure projects for compliance with federal, state, and local requirements.

Section 03.01B.081 Integrated Capital Management (ICM)

Integrated Capital Management (ICM) is an administrative department within the Public Works Division that maintains and manages capital programs in coordination with other City divisions and departments, including coordination of the administration, capital project budgeting, grant and loan funding and program management of the City's utility assets as well as transportation, right of way, stormwater, and all utility capital infrastructure programs. ICM also manages the correlation between these areas and the City of Spokane's Comprehensive Plan related to transportation, stormwater, wastewater, and water infrastructure, and performs short-term and long-term planning analysis. The environmental analytics section of Integrated Capital Management maintains, analyzes, and reports data for the City around greenhouse gases, energy, and climate resilience. The environmental analytics section supports the Planning Services Department with data analysis.

Section 03.01B.082 Solid Waste Collection

Solid Waste Collection is an administrative department within the Public Works Division that is responsible for collecting solid waste, organics and recyclables generated in the city of Spokane and managing all other aspects of solid waste collection and related sanitation matters within the city except as assigned to the Solid Waste Disposal Department as allowed by law.

Section 03.01B.083 Solid Waste Disposal

Solid Waste Disposal is an administrative department within the Public Works Division that handles solid waste disposal and related functions for solid waste generated in the city of Spokane, not assigned to the Solid Waste Collection Department. The Solid Waste Disposal Department maintains and operates the Waste-to-Energy (WTE) facility that processes municipal solid waste in compliance with all environmental permits. It manages long-haul disposal, landfills, special-handling waste, waste-reduction strategies, and recycling education and outreach. The Solid Waste Disposal Department also handles solid waste disposal for other participating local jurisdictions by interlocal agreement.

Section 03.01B.084 Wastewater Management

A. Wastewater Management is an administrative department within the Public Works Division responsible for managing all wastewater in the city of Spokane, including stormwater. The City's wastewater system includes customers inside the city limits, those outside the city in the City of Spokane's sewer service area, and wholesale flows from Spokane County.

B. The Wastewater Management's sewer maintenance section cleans and maintains the public storm and sanitary sewer mains and pumps on-site private treatment facilities when requested.

C. The Wastewater Management's Riverside Park Water Reclamation Facility (RPWRF) section operates and maintains the City's water reclamation facility, public pump stations, and associated pressure lines. RPWRF also leads the City of Spokane's biosolids management and pretreatment programs.

Section 03.01B.085 Water and Hydroelectric Services

Water and Hydroelectric Services is an administrative department within the Public Works Division that operates and maintains the public water supply system, including fire protection via public fire hydrants. The system includes water mains and pipelines, well stations, reservoirs, and booster stations that deliver clean drinking water to homes and businesses within the City of Spokane's retail water service area, which includes areas both inside and outside the City's corporate limits.

Article IX Spokane Police Department

Section 03.01B.090 Spokane Police Department - Administration and Investigation

Administration and Investigation is an administrative department within the Spokane Police Department that leads 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 03.01B.091 Spokane Police Department - Analytics, Research, and Technology

Analytics, Research, and Technology is an administrative department within the Spokane Police Department that leads the department's data analytics and technology programs that drive decision-making, prevent crime, improve public safety response, and strengthen police investigations.

Section 03.01B.092 Spokane Police Department - Patrol

Patrol is an administrative department within the Spokane Police Department that leads the Spokane Police Department's response to calls for police services and provides place-based proactive policing to reduce crime through prevention strategies.

Article X Transportation and Sustainability Division

Section 03.01B.100 Parking Services

Parking Services is an administrative department within the Transportation and Sustainability Division that leads the operation and enforcement of on-street parking services provided by the City of Spokane.

Section 03.01B.101 Street

The Street Department is an administrative department within the Transportation and Sustainability Division responsible for providing day-to-day safe and efficient movement of persons and goods throughout the city and for maintaining and preserving the City's public streets, bridges, and traffic control devices. The Street Department has two field operations sections: street maintenance and traffic operations.

Article XI Stand-alone Administrative Departments

Section 03.01B.110 Office of the City Attorney

A. The Office of the City Attorney is an administrative department that renders legal advice, counsel, and services to the Mayor, City Council, all City divisions, departments, City employees, and certain intergovernmental agencies.

B. The Office of the City Prosecutor is the criminal branch of the Office of the City Attorney. It is responsible for the prosecution of all misdemeanor crimes and civil infractions that occur within the city of Spokane. The City Attorney designates the City Prosecutor.

C. Pursuant to Section 32 of the City of Spokane Charter, the City Attorney appoints and removes all Assistant City Attorneys and Assistant City Prosecutors.

Section 03.01B.111 Office of the City Clerk

A. The Office of the City Clerk is an administrative department that serves as the repository for the City's official records and supports both the legislative and administrative branches, while also serving the public by administering the City's public records request process and facilitating access to the City's records. The City Clerk acts as the City’s Records Officer and the editor and publisher of the *Official Gazette*.

B. The City Clerk is a member of the Fire Pension Board and the Police Pension Board.

Section 03.01B.112 Human Resources

A. Human Resources is an administrative department that administers all aspects of employment and labor relations, except the responsibilities of the Civil Service system, for City of Spokane employees and some employees of other local agencies by agreement.

B. The Human Resources Department administers the City of Spokane’s workers' compensation program for all employees injured on the job and the City of Spokane’s safety program.

Section 03.01B.113 Office of Public Defender

A. The Office of Public Defender is an administrative department that provides legal representation to indigent persons appointed by the Spokane Municipal Court for representation who have been accused of misdemeanor and gross misdemeanor charges under the criminal and motor vehicle sections of the Spokane Municipal Code.

B. The Office of Public Defender handles some Spokane County cases that are conflicted and referred to the City of Spokane through an agreement with the Spokane County Public Defender's office.

Section 03.01B.114 Spokane Fire Department

The Spokane Fire Department is an administrative department that provides firefighter and emergency medical services to residents and visitors to Spokane.

Section 03.01B.115 Spokane United 911 Network

Spokane United 911 Network is an administrative department that serves as the City's Primary Public Safety Answer Point (PSAP), receiving all 911 calls initiated within the city of Spokane. The Spokane United 911 Network operates alternative response lines, monitors alarms, and manages relevant databases and radio requirements.

Article XII Board-governed City of Spokane Divisions

Section 03.01B.120 Spokane Parks and Recreation Division

A. Pursuant to Article V of the City of Spokane Charter, the procurement, disposition, improvement, and management of parks, playgrounds, designated boulevards, designated parkways, trees in streets and other rights-of-way, and other designated public places is vested in the Park Board. The Park Board also adopts a budget for the Spokane Parks and Recreation Division.

B. The Park Board performs its duties and responsibilities through the Spokane Parks and Recreation Division.

C. The Spokane Parks and Recreation Division consists of the following administrative departments:

Spokane Parks and Recreation Division
Administrative Departments
Spokane Parks and Recreation – Budget and Finance
Spokane Parks and Recreation – Operations
Spokane Parks and Recreation – Recreation
Spokane Parks and Recreation – Riverfront Spokane

D. The Spokane Parks and Recreation – Budget and Finance Department, within the Spokane Parks and Recreation Division, performs the finance and budget functions of Spokane Parks and Recreation and serves as administrative staff to

the Finance Committee of the Park Board.

E. The Spokane Parks and Recreation – Operations Department, within the Spokane Parks and Recreation Division, provides for park operations functions of Spokane Parks and Recreation. The Spokane Parks and Recreation – Operations Department serves as administrative staff to the Land Committee of the Park Board.

F. The Spokane Parks and Recreation – Recreation Department, within the Spokane Parks and Recreation Division, provides administrative and professional work for the recreation functions of Spokane Parks and Recreation. The Spokane Parks and Recreation – Recreation Department serves as the administrative staff to the Recreation Committee of the Park Board.

G. The Spokane Parks and Recreation – Riverfront Spokane Department, within the Spokane Parks and Recreation Division, provides administrative and professional work for Riverfront Spokane and the entertainment functions of Spokane Parks and Recreation. The Spokane Parks and Recreation – Riverfront Spokane Department serves as the administrative staff to the Riverfront Park committee of the Park Board.

H. The Director of Parks and Recreation leads the Spokane Parks and Recreation Division. The Director of Parks and Recreation and the administrative heads of each Parks and Recreation division administrative department are appointed by the Mayor and approved by the City Council. The appointment of the Director of Parks and Recreation and the appointment of the administrative heads of each Spokane Parks and Recreation administrative department require concurrence from the Park Board.

I. The Director of Parks and Recreation serves as the administrative liaison to the Park Board.

Section 03.01B.121 Spokane Public Library

A. The Spokane Public Library connects community members of all ages with education, information, resources, and programming. The Spokane Public Library provides access to free books, movies, music, events, printing, computers, Wi-Fi, meeting rooms, research and instruction, business, and workforce support to the community.

B. The Spokane Public Library Board of Trustees is the governing body of the Spokane Public Library and may adopt personnel, procurement, contracting, and other policies pursuant to state law.

C. Pursuant to RCW 27.12, the Executive Director of the Spokane Public Library is appointed by the Spokane Public Library Board of Trustees.

D. The City may perform budgeting, accounting, personnel, and other administrative services for the Spokane Public Library by agreement, provided nothing in this code shall limit the authority of the Spokane Public Library Board of Trustees from adopting and executing policies and procedures for the loaning or renting Spokane Public Library materials or providing education, information, resources, and programming.

E. Spokane Public Library employees are not City of Spokane employees for Civil Service or collective bargaining purposes.

Article XIII Board-governed Stand-alone Administrative Departments

Section 03.01B.130 Civil Service

A. Civil Service is an administrative department governed by the Civil Service Commission that performs duties required by Article VI of the City of Spokane Charter, including Civil Service job descriptions, examinations, maintenance of eligibility lists, and the investigation and processing of applications and Civil Service Commission appeals.

B. The Chief Examiner is the Director of Civil Service.

C. Pursuant to Section 52 of the City of Spokane Charter, the Chief Examiner is appointed by and reports directly to the Civil Service Commission.

Section 03.01B.131 Office of Police Ombuds

A. The Office of the Police Ombuds (OPO) is an independent administrative department that performs duties required by Article XVI of the City of Spokane Charter.

B. The Police Ombuds is appointed following the procedures provided in SMC 04.32.

Section 03.01B.132 Retirement

A. Retirement is an administrative department responsible for processing pensions for the Spokane Employees' Retirement System (SERS) and the LEOFF 1 Police and Firefighters' Pension plans.

B. Subject to Washington state law, the Spokane Employees' Retirement System (SERS) Board and the Firefighters' Pension Board provide for the proper investment of the money in the respective retirement funds. Under the direction of the respective boards, the Retirement Department administers the investment funds for these pension plans.

C. The Director of Retirement serves as the administrative head of the Retirement Department. The Director of Retirement is appointed by the Mayor and approved by the City Council. The appointment of the Director of Retirement requires concurrence from the Spokane Employees' Retirement System (SERS) Board.

Section 3. That Section 05A.06.010 of the Spokane Municipal Code is amended to read as follows:

Section 05A.06.010 Municipal Court Employees

A. Pursuant to RCW 3.50.080, all employees of the municipal court shall, for all purposes, be deemed employees of the City of Spokane. They shall be appointed by and serve at the pleasure of the presiding municipal judge.

B. The Court Administrator, who shall also have the duties of the Clerk of the Municipal Court, shall be appointed by the Presiding Judge of the Municipal Court upon a majority vote of judges present at a regularly scheduled judges' meeting. Under the direction of the presiding municipal judge, the Court Administrator, as Clerk of the Court, is responsible for the clerical functions of the Court and for the operation of any municipal violations bureau, as may be established under the provisions of RCW **3.50.030**.

Section 4. That there is adopted a new Chapter 05A.20 of the Spokane Municipal Code to read as follows:

Section 05A.20.010 Community Justice Services

A. The Community Justice Services Department operates as the misdemeanant probation department of the Spokane Municipal Court pursuant to the authority granted under Rule 11 of the Administrative Rules for Courts of Limited Jurisdiction (ARLJ 11). The department is responsible for supervising individuals placed under court-ordered supervision or pretrial release to ensure compliance with judicial directives, promote accountability, and enhance public safety. Consistent with evidence-based practices, the department conducts pre-sentence and post-sentence investigations, administers jail alternative programs including electronic monitoring and other court approved services, performs financial eligibility screenings for public defense representation, and facilitates

referrals to treatment and community-based programs designed to reduce recidivism. The department collaborates with law enforcement, service providers, and community partners to support rehabilitation, promote victim safety, and uphold the effective administration of justice within the city of Spokane.

B. The Director of Community Justice Services, or equivalent administrative head, shall be responsible for the overall management, operations, and strategic direction of the department. The Director shall be appointed by the Presiding Judge of the Municipal Court, following a majority vote of the judges present at a regularly scheduled judges' meeting.

Section 5. That Chapter 06.06 of the Spokane Municipal Code is hereby repealed.

Section 6. Effective Date. The effective date of this ordinance shall be the later of January 1, 2026 or the time set forth in Section 19 of the City Charter.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 8. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Mayor

Date

Effective Date

Memorandum

Office of the Mayor

DATE: November 3, 2025

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Councilmember Paul Dillon, Chair, Finance and Administration Committee

RE: Executive and Administration Organizational Structure Ordinance

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DRAFT

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Section 1. Repeals SMC Chapter 03.01A (Executive and Administrative Organization)

- This repeals the former Executive and Administrative chapter This chapter is to be replaced with SMC 03.01B to reflect the updated organizational structure.

Section 2. Creates a new SMC Chapter 03.01B (Executive and Administration)

- This new chapter establishes the City of Spokane's administrative branch structure, made up of divisions and the administrative departments within each division. The new structure also clarifies stand-alone administrative departments and the divisions and departments that are concurrently board-governed.

Article I – Administrative Branch

New SMC Section 03.01B.010 (Divisions Defined and Established)

- This section establishes a definition of division as "an organizational unit of two or more administrative departments focused on providing accountable, efficient, and effective City services within a general functional area of City government."

- This section formalizes the current appointment process for division directors, which is currently silent in the municipal code. This section carries over the existing language of SMC 03.01A.100 (adopted through SMC C35428 in 2016), providing the timeline for department head approval, extending that requirement formally to division directors

where the code is currently silent.

- This section formally establishes seven organizational units that meet the definition of a division:

City of Spokane Administrative Divisions
Communications and Marketing
Community and Economic Development
Finance and Administration
Housing and Human Services
Public Works
Spokane Police
Transportation and Sustainability

- The Office of Neighborhood Services and Customer Experience Department (known as MySpokane/311) is currently within the Communications and Marketing Department vertical and therefore meets the definition of a division as defined in this ordinance.

- Because the Office of Neighborhood Services falls within the Communications and Marketing Division, the Neighborhood, Housing, and Human Services division title is changed to the Housing and Human Services Division.

- The Brown Administration is proposing the creation of a new Transportation and Sustainability Division that consists of the Street Department and Parking Services. The creation of this new division streamlines and builds upon the existing transportation safety initiatives established by the Administration and Council.

- The current City Attorney (Legal), Fire, Human Resources, and Information Technology divisions do not consist of two or more codified administrative departments and therefore do not meet the definition of 'division' as defined in this proposed ordinance.

- There are two board-governed divisions also recognized in this section:

Board-governed Division	Governing Board
Spokane Parks and Recreation	Spokane Park Board
Spokane Public Library	Spokane Public Library Board of Trustees

New SMC Section 03.01B.011 (Administrative Departments Defined and Established)

- This section carries over the existing language of SMC 03.01A.205, which defines an administrative department as an organizational unit with at least three employees, with no more than two employees exempt from civil service.

- This section carries over the existing language of SMC 03.01A.100 (adopted through SMC C35428 in 2016), providing the timeline for department head approval.

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- This section carries over language that the appointment and termination of classified staff follow the civil service system as described in Section 55 of the City Charter (SMC 03.01A.100(A)(4)).

- This section codifies 24 administrative departments within the seven divisions:

Communications and Marketing Division
Office of Neighborhood Services
Spokane 311
Community and Economic Development Division
Arts, Culture, and Historic Preservation
Development Services
Planning Services
Finance and Administration Division
Accounting
Facilities Management
Fleet Services
Grants Management
Information Technology
Management and Budget
Purchasing and Contracts
Housing and Human Services Division
Housing and Homelessness Services
Family and Youth Services
Public Works Division
Engineering Services
Integrated Capital Management
Solid Waste Collection
Solid Waste Disposal
Wastewater Management
Water and Hydroelectric Services
Spokane Police
Administration and Investigation
Analytics, Research, and Technology
Patrol
Transportation and Sustainability Division
Parking Services
Street

- This section codifies four stand-alone administrative departments that do not fall within any division:

Stand-alone Administrative Departments
City Attorney
City Clerk
Human Resources
Spokane Fire Department
Spokane United 911 Network

- Finally, this section codifies the three stand-alone departments that are administered concurrently by governing boards.

Board-governed Administrative Department	Governing Board
Civil Service	Civil Service Commission
Police Ombuds	Office of the Police Ombuds Commission
Retirement	Spokane Employees' Retirement System Board

Article II – Executive

New SMC Section 03.01B.020 (Office of the Mayor)

- This section carries over and consolidates SMC 03.01A.100, SMC 03.01A.110, and SMC 03.01A.120 into a single section.

New SMC Section 03.01B.021 (Office of Civil Rights, Equity, and Inclusion (OCREI))

- This section carries over SMC 03.01A.252.

- This section clarifies that the Director of the Office of Civil Rights, Equity, and Inclusion is the staff liaison to the Spokane Human Rights Commission. This reflects current operational practice.

Article III – City of Spokane Divisions

New SMC Section 03.01B.030 (Communications and Marketing)

- This section codifies the Communications and Marketing Division, consisting of the following departments and offices:

Communications and Marketing Division
Administrative Departments
Neighborhood Services
Spokane 311
Offices
Creative Services
Web Services

DRAFT

- MySpokane/311 is currently referred to as Customer Experience in the code. This section changes the name of the Customer Experience department to Spokane 311.

- This section establishes the Office of Creative Services, which provides consultation on and produces video, audio, photography, graphics, and digital imaging to support all City communications and marketing, including the programming of City Channel 5.

New SMC Section 03.01B.031 (Community and Economic Development)

- This section codifies the Community and Economic Development Division, consisting of the following departments:

Community and Economic Development Division
Administrative Departments
Arts, Culture & Historic Preservation
Code Enforcement
Development Services
Planning Services

- This section updates the name of Historic Preservation to reflect the department's new arts and culture duties.

- This section reflects the separation of Code Enforcement and Parking Services duties into two separate departments. The parking services duties are reassigned to the Transportation and Sustainability Division.

New SMC Section 03.01B.032 (Finance and Administration)

- This section codifies the Finance and Administration Division, consisting of the following departments and offices:

Finance and Administration Division
Administrative Departments
Facilities Management
Fleet Services
Grants Management
Information Technology
Management and Budget
Purchasing and Contracts
Offices
Internal Auditor
Performance Management
Risk Management
Taxes and Licenses

- This section reflects the division name change from Finance, Treasury and Administration to Finance and Administration.

- This section creates the Grants Management Department within the Finance and Administration Division.

- This section includes Information Technology as a department within the Finance and Administration Division.

- This section reflects that Risk Management is an office within the Finance Administration Division and no longer a department.

New SMC Section 03.01B.033 (Housing and Human Services)

- This section codifies the Housing and Human Services Division, consisting of the following departments:

Housing and Human Services Division
Administrative Departments
Housing and Homeless Services
Family and Youth Services

- This section separates the duties currently encompassed by the Community, Housing, and Human Services Department into two separate departments: Housing and Homeless Services and Family and Youth Services.

- This section clarifies that the Housing and Human Services Division serves as the staff liaison to the Community, Housing, and Human Services (CHHS) Board. This reflects existing operational practice.

New SMC Section 03.01B.034 (Public Works)

- This section codifies the Public Works Division, consisting of the following departments and offices:

Public Works Division
Administrative Departments
Engineering Services
Integrated Capital Management
Solid Waste Collection
Solid Waste Disposal
Wastewater Management
Water and Hydroelectric Services
Offices
Utility Billing

DRAFT

- This section reflects the reassignment of the Street Department to the Transportation and Sustainability Division.

New SMC Section 03.01B.035 (Spokane Police Department)

- This section codifies the Spokane Police Department, consisting of the following departments within the division:

Spokane Police Department
Administrative Departments
Administration and Investigation
Analytics, Research, and Technology
Patrol

- This section reflects the department updates made by the Council through Ordinance C36747 on September 15, 2025. Additionally, this section reflects a new department within the Spokane Police: Analytics, Research, and Technology.

New SMC Section 03.01B.036 (Transportation and Sustainability)

- This section codifies the Transportation and Sustainability Division, consisting of the following departments:

Transportation and Sustainability Division
Administrative Departments
Parking Services
Street

- This section reflects the new Parking Services department with separate duties from Code Enforcement within the Community and Economic Development Division.

- This section reflects a reassignment of the Street Department to the Transportation and Sustainability Division from the Public Works Division.

Article IV – Communications and Marketing Division

New SMC Section 03.01B.040 (Neighborhood Services (ONS))

- This section re-codifies the Office of Neighborhood Services as a department within the Communications and Marketing Division. This reflects current operational practice.

New SMC Section 03.01B.041 (Spokane 311)

- This section re-codifies the Customer Experience Department (also known as My Spokane/311) as Spokane 311 within the Communications and Marketing Division. This reflects current operational practice.

Article V – Community and Economic Development Division

New SMC Section 03.01B.050 (Arts, Culture, and Historic Preservation)

- This section reflects the integration of arts and culture duties into the existing Office of Historic Preservation, which is an existing department within the Community and Economic Development Division.

- This section reflects that the Historic Preservation Officer serves as the liaison to the Spokane City/County Historic Landmarks Commission.

- This section also reflects that Arts, Culture, and Historic Preservation staff also serve as the administrative liaisons to the Arts Commission.

New SMC Section 03.01B.051 (Code Enforcement)

- This section recodifies the Code Enforcement and Parking Services Department as Code Enforcement within the Community and Economic Development Division. This reflects a separation of the Parking Services duties, which are reassigned to the Transportation and Sustainability Division.

New SMC Section 03.01B.052 (Development Services)

- This section carries over and recodifies Development Services within the Community and Economic Development Division. This reflects current operational practice.

New SMC Section 03.01B.053 (Planning Services)

- This section recodifies the Planning Services Department within the Community and Economic Development Division. This reflects current operational practice.

- This section clarifies that the Director of Planning Services serves as Secretary to the Plan Commission. This reflects current operational practice.

- This section also clarifies that Planning Services staff serve as liaisons to the Bicycle Advisory Board and the Design Review Board. This reflects current operational practice.

Article VI – Finance and Administration Division

New SMC Section 03.01B.060 (Accounting)

- This section recodifies the Accounting Department within the Finance and Administration Division. This reflects current operational practice.

New SMC Section 03.01B.061 (Facilities Management)

- This section recodifies the Facilities Management Department within the Finance and Administration Division. This reflects current operational practice.

New SMC Section 03.01B.062 (Fleet Services)

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- This section recodifies the Fleet Services Department within the Finance and Administration Division. This reflects current operational practice.

New SMC Section 03.01B.063 (Grants Management)

- This section codifies a new Grants Management Department within the Finance and Administration Division. This reflects the separation of Accounting and Grant duties, as approved by the Council through Ordinance C36755, adopted on October 6, 2025.

New SMC Section 03.01B.064 (Information Technology)

- This section recodifies Information Technology as a department within the Finance and Administration Division.

New SMC Section 03.01B.065 (Management and Budget)

- This section recodifies the Management and Budget Department within the Finance and Administration Division. This reflects current operational practice.

New SMC Section 03.01B.066 (Purchasing and Contracts)

- This section recodifies the Purchasing and Contracts Department within the Finance and Administration Division. This reflects current operational practice.

Article VII – Housing and Human Services Division

New SMC Section 03.01B.070 (Housing and Homeless Services)

- This section codifies Housing and Homeless Services as an administrative department within the Housing and Human Services Division. This reflects a separation in the duties of the Community, Housing, and Human Services Department into two distinct departments.

New SMC Section 03.01B.071 (Family and Youth Services)

- This section codifies the Family and Youth Services Department within the Housing and Human Services Division. This reflects a separation in the duties of the Community, Housing, and Human Services Department into two distinct departments.

Article VIII – Public Works Division

New SMC Section 03.01B.080 (Engineering Services)

- This section recodifies the Engineering Services Department within the Public Works Division. This reflects current operational practice.

New SMC Section 03.01B.081 (Integrated Capital Management (ICM))

- This section recodifies Integrated Capital Management within the Public Works Division. This reflects current operational practice.

New SMC Section 03.01B.082 (Solid Waste Collection)

- This section recodifies the Solid Waste Disposal Department within the Public Works Division. This reflects current operational practice.

New SMC Section 03.01B.083 (Solid Waste Disposal)

- This section recodifies the Solid Waste Disposal Department within the Public Works Division. This reflects current operational practice.

New SMC Section 03.01B.084 (Wastewater Management)

- This section recodifies the Wastewater Management Department within the Public Works Division. This reflects current operational practice.

New SMC Section 03.01B.085 (Water and Hydroelectric Services)

- This section recodifies the Water and Hydroelectric Services Department within the Public Works Division. This reflects current operational practice.

Article IX – Spokane Police Department

New SMC Section 03.01B.090 (Spokane Police Department – Administration and Investigation)

- This section recodifies the Administration and Investigation administrative department within the Spokane Police Department as adopted through Ordinance C36747 on September 15, 2025.

New SMC Section 03.01B.091 (Spokane Police Department – Analytics, Research, and Technology)

- This section establishes the Analytics, Research, and Technology administrative department within the Spokane Police Department.

New SMC Section 03.01B.092 (Spokane Police Department – Patrol)

- This section recodifies the Patrol administrative department within the Spokane Police Department as adopted through Ordinance C36747 on September 15, 2025.

Article X – Transportation and Sustainability Division

New SMC Section 03.01B.100 (Parking Services)

- This section codifies the Parking Services department within the Transportation and Sustainability Division. This reflects a separation in the duties of the existing Code Enforcement and Parking Services Department into two distinct departments. The Code

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Enforcement Department remains within the Community and Economic Development Division.

New SMC Section 03.01B.101 (Street)

- This section reflects the Street Department's reassignment from the Public Works Division to the Transportation and Sustainability Division.

Article XI – Stand-alone Administrative Departments

New SMC Section 03.01B.110 (Office of the City Attorney)

- This section recodifies the Office of the City Attorney as a stand-alone administrative department.

- This section clarifies that the City Attorney is responsible for designating the City Prosecutor and the hiring of all Assistant City Attorneys and Assistant City Prosecutors.

New SMC Section 03.01B.111 (Office of the City Clerk)

- This section recodifies the Office of the City Clerk as a stand-alone administrative department. This reflects current operational practice.

New SMC Section 03.01B.112 (Human Resources)

- This section recodifies the Human Resources Department as a stand-alone administrative department.

- This section integrates safety program and workers' compensation duties into the responsibilities of the Human Resources Department, which were formerly the responsibility of the Risk Management Department.

New SMC Section 03.01B.113 (Office of Public Defender)

- This section recodifies the Office of Public Defender as a stand-alone administrative department. This reflects current operational practice.

New SMC Section 03.01B.114 (Spokane Fire Department)

- This section recodifies the Spokane Fire Department as a stand-alone administrative department. This reflects current operational practice.

New SMC Section 03.01B.115 (Spokane United 911 Network)

- This section recodifies the Spokane United 911 Network as a stand-alone administrative department. This reflects the City Council’s adoption of Ordinance C36743 on September 15, 2025.

Article XII – Board-governed Divisions

New SMC Section 03.01B.120 (Spokane Parks and Recreation)

- This section recodifies the Spokane Parks and Recreation as a board-governed division with the following administrative departments, which reflects current operational practice:

Spokane Parks and Recreation Division
Administrative Departments
Spokane Parks and Recreation – Budget and Finance
Spokane Parks and Recreation – Operations
Spokane Parks and Recreation – Recreation
Spokane Parks and Recreation – Riverfront Spokane

New SMC Section 03.01B.121 (Spokane Public Library)

- This section recodifies the Spokane Public Library as a board-governed division, which reflects current operational practice.

- This section incorporates the language of SMC 06.06 to allow for a repeal of SMC Chapter 06.06.

Article XIII – Board-governed Stand-alone Administrative Departments

New SMC Section 03.01B.130 (Civil Service)

- This section recodifies Civil Service as a board-governed, stand-alone administrative department which reflects current operational practice.

New SMC Section 03.01B.131 (Office of Police Ombuds)

- This section recodifies the Office of Police Ombuds as a board-governed, stand-alone administrative department which reflects current operational practice.

New SMC Section 03.01B.132 (Retirement)

- This section recodifies the Retirement Department as a board-governed, stand-alone administrative department which reflects current operational practice.

Section 3. Amends SMC Section 05A.06.010 (Municipal Court Employees)

- This section recodifies language about the appointment of the Clerk of the Municipal Court found in SMC 03.01A.700 into a section under the Municipal Court Title 05A.

Section 4. New SMC Chapter 05A.20 (Community Justice Services)

- This chapter recodifies the existing Community Justice Services Department into a new chapter under Municipal Court Title 05A.

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Section 5. Repeals SMC Chapter 06.06 (Spokane Public Library)

- This section repeals the existing SMC 06.06 related to the Spokane Public Library as this language is incorporated into the new SMC Section 03.01B.121

Section 6. Effective Date

- This section adds an effective date of this ordinance as January 1, 2026.

Section 7. Severability

- Standard severability language

Section 8. Clerical Errors

- Standard clerical errors language.

Executive

Office of the Mayor

- Office of the Mayor
- Office of Civil Rights, Equity, and Inclusion
- Office of Emergency Management

Administration Division and Departments

City of Spokane Divisions

- Communications and Marketing
- Community and Economic Development
- Finance and Administration
- Housing and Human Services
- Public Works
- Spokane Police
- Transportation and Sustainability

Communications and Marketing Division

- Neighborhood Services
- Spokane 311

Community and Economic Development Division

- Arts, Culture, and Historic Preservation
- Code Enforcement
- Development Services
- Planning Services

Finance and Administration Division

- Accounting
- Facilities Management
- Fleet Services
- Grants Management
- Information Technology
- Management and Budget
- Purchasing and Contracts

Housing and Human Services Division

- Housing and Homeless Services
- Family and Youth Services

Public Works Division

- Engineering Services
- Integrated Capital Management
- Solid Waste Collection
- Solid Waste Disposal
- Wastewater Management
- Water and Hydroelectric Services

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Spokane Police Division

- Administration and Investigation
- Analytics, Research, and Technology
- Patrol

Transportation and Sustainability Division

- Parking Services
- Street

Stand-alone Administrative Departments

- City Attorney
- City Clerk
- Human Resources
- Public Defender
- Spokane Fire Department
- Spokane United 911 Network

Board-governed City of Spokane Divisions

- Spokane Parks and Recreation
- Spokane Public Library

Board-governed Stand-alone Administrative Departments

- Civil Service
- Police Ombuds
- Retirement