

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 March 2, 2026, 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 March 2, 2026:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 249 217 29618; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 699 17004; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, February 27, 2026, and ending at 6:00 p.m. on Monday, March 2, 2026, 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 March 2, 2026. 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 within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE



DRAFT COUNCIL AGENDA

MEETING OF MONDAY, MARCH 2, 2026

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 MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER SARAH DIXIT

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER KATE TELIS

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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Historic Landmarks Commission: One Confirm CPR 1981-0122
Appointment – David Adamson

Tourism and Cultural Investment Committee: One Confirm CPR 2000-0031
Appointment – Michelle Weaver

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. Consultant Agreement with BCRA, Inc. (Spokane) for architectural and engineering services for design services for the Wastewater Management main office from March 16, 2026, through December 31, 2026—not to exceed \$187,846 (plus tax). (Council Sponsors: Council Members Zappone and Dillon)
Dave Steele Approve OPR 2026-0081
RFQ 6457-25
2. Contract Renewal 3 of 4 with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from April 1, 2026, through March 31, 2027—not to exceed \$200,000 (plus tax). (Council Sponsor: Council Member Klitzke)
Trace Bradburn Approve OPR 2023-0311
IPWQ 5809-23

- 3. **Contract Renewal 3 of 3 with Nalco Company, LLC (Spokane) for chemical management services at the Waste to Energy Facility from April 1, 2026, through March 31, 2027—not to exceed \$57,000. (Council Sponsor: Council Member Klitzke)**
Trace Bradburn Approve OPR 2022-0257
IRFP 5528-21

- 4. **Contract Renewal 4 of 4 with BrandSafway Services, LLC. (Spokane) for scaffolding services at the Waste to Energy Facility from April 1, 2026, through March 31, 2027—not to exceed \$870,000 (plus tax). (Council Sponsor: Council Member Klitzke)**
Trace Bradburn Approve OPR 2022-0168
PW ITB 5537-21

- 5. **Contract Renewal 2 of 2 with Woodland Resource Services, Inc. (Ellensburg, WA) for noxious weed abatement at the City’s Northside and Southside Landfills from April 15, 2026, through April 14, 2027—not to exceed \$45,938.05 (plus tax). (Council Sponsor: Council Member Klitzke)**
Trace Bradburn Approve OPR 2023-0419
IPWQ 5863-23

- 6. **Contract Amendment and Extension with GeoEngineers, Inc. (Spokane) for the Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project - Phase 3 from February 1, 2026, through June 30, 2027—\$75,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**
Reiner Hershaw Approve OPR 2023-0426

- 7. **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 2026-0002

 - b. **Payroll claims of previously approved obligations through _____, 2025: \$_____.** CPR 2026-0003

- 8. **Minutes:** Approve All
 - a. **City Council Meeting Minutes: _____, 2025.** CPR 2026-0013

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

LEGISLATIVE AGENDA
NO SPECIAL BUDGET ORDINANCES
NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2026-0012 Approving the appointment of Kevin Picanco as Director of Integrated Capital Management for the City of Spokane. (Council Sponsors: Council Members Klitzke and Zappone)
Marlene Feist
- RES 2026-0013 Regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Kyle Arrington
- RES 2026-0015 Identifying and establishing the Spokane City Council’s 2026 priorities for the use of HEART funding collected under the HEART sales and use tax for housing and housing related supportive services. (Council Sponsors: Council President Wilkerson and Council Member Dixit)
Nicolette Ochletree
- ORD C36782 Relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)
Jackson Deese
- (First Reading deferred to February 23, 2026, Agenda, from January 26, 2026, Agenda, during January 12, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to March 2, 2026, Agenda.)
- ORD C36820 Prohibiting the sale and distribution of kratom products in the City of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Zappone)
Adam McDaniel
- (First Reading deferred to February 23, 2026, Agenda, from January 26, 2026, Agenda, during January 26, 2026, 3:30 p.m. Agenda Review Session, thereby deferring Final Reading to March 2, 2026, Agenda)
- ORD C36838 Amending provisions of the City's Code of Ethics; amending sections 01.04B.050, 1.04B.070, 1.04B.150 and 1.04B.170 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon) **Mike Piccolo**

- ORD C36839 Updating departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.02.010, 07.03.020, 07.06.242, 07.14.030, 08.10.010, 13.02.0304, and 13.02.0364 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Adam McDaniel

- ORD C36841 Relating to the emergency procurement and amending Section 07.06.180 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Jason Nechanicky

- ORD C36846 Titled “Immigration Enforcement Free Zones”, establishing protections to promote trust and safety by ensuring city owned property is not voluntarily used to support immigration enforcement activities without a judicial warrant, amending sections 12.05.005, 12.05.050 and 12.05.070 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Dixit, and Telis)
Council Member Dillon

(Pending possible amendment to be considered on February 23, 2026)

NO FIRST READING ORDINANCES

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 March 2, 2026, Regular Legislative Session of the City Council is adjourned to March 9, 2026.

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

NOTES



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 03/02/2026

Date Rec'd 2/4/2026

Clerk's File # CPR 1981-0122

Cross Ref #

Project #

Submitting Dept MAYOR

Bid #

Contact Name/Phone ADAM 6779

Requisition #

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Boards and Commissions

Council Sponsor(s)

Sponsoring at Administrators Request NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name APPOINTMENT OF DAVID ADAMSON TO THE SPOKANE HISTORIC LANDMARKS

Agenda Wording

Appointment of David Adamson to the Spokane Historic Landmarks Commission for a term of March 2, 2026 to March 1, 3030 to serve in the Real Estate Appraiser position.

Summary (Background)

Appointment of David Adamson to the Spokane Historic Landmarks Commission for a term of March 2, 2026 to March 1, 3030 to serve in the Real Estate Appraiser position.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

| | |
|--|-----------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | MCDANIEL, ADAM |
| Division Director | |
| Accounting Manager | |
| Legal | |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
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**Agenda Sheet for City Council:****Committee:** Date: N/A**Committee Agenda type:****Council Meeting Date:** 03/02/2026

| | | | |
|---|--|-------------------------|---------------|
| Submitting Dept | MAYOR | Date Rec'd | 2/4/2026 |
| Contact Name/Phone | ADAM 6779 | Clerk's File # | CPR 2000-0031 |
| Contact E-Mail | AMCDANIEL@SPOKANECITY.ORG | Cross Ref # | |
| Agenda Item Type | Boards and Commissions | Project # | |
| Council Sponsor(s) | | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | APPOINTMENT OF MICHELLE WEAVER TO THE TOURISM AND CULTURAL | | |

Agenda Wording

Appointment of Michelle Weaver to the Tourism and Cultural Investment Committee for a term of March 2, 2026 to December 31, 2026.

Summary (Background)

Appointment of Michelle Weaver to the Tourism and Cultural Investment Committee for a term of March 2, 2026 to December 31, 2026 as a member representing the requirements outlined in SMC 04.30.020(B).

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

| | |
|--|-----------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | MCDANIEL, ADAM |
| Division Director | |
| Accounting Manager | |
| Legal | |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/26/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

| | | | |
|---|--|-------------------------|---------------|
| | | Date Rec'd | 1/20/2026 |
| | | Clerk's File # | OPR 2026-0081 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | FACILITIES MANAGEMENT | Bid # | RFQ 6457-25 |
| Contact Name/Phone | DAVE STEELE 625-6064 | Requisition # | |
| Contact E-Mail | DSTEELE@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | ZZAPPONE PDILLON | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | FACILITIES WASTEWATER MAIN OFFICE PROGRAM AND SPACE PLAN SERVICE | | |

Agenda Wording

The City of Spokane Wastewater Department in partnership with the Purchasing and the Facilities' Departments, has completed solicitations for professional qualifications from A&E firms for the completion of data collection, space analysis, department needs analysis, programming, space planning, and pre-design concept development for the City of Spokane Wastewater Office located at 909 East Sprague.

Summary (Background)

The City of Spokane Wastewater Department in partnership with the Purchasing and City Facilities' Departments, has completed solicitations for professional qualifications from A&E firms for the completion of data collection, space analysis, department needs analysis, programming, space planning, and pre-design concept development for the City of Spokane Wastewater Office located at 909 East Sprague. This contract with BCRA will provide the services outlined for the Wastewater Department and provide the data necessary to allow Wastewater to maximize their departmental capital investments. BCRA, Inc, is a local firm located at 304 West Pacific Avenue, Spokane, Washington. Requesting spending authority of \$206,630.60 which includes the contract amount of \$187,846.00 and a 10% administrative reserve of \$18,7846.60.

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 | \$ 187,846.00 | | |
| Current Year Cost | \$ 187,846.00 | | |
| Subsequent Year(s) Cost | \$ | | |
| <u>Narrative</u> | | | |
| | | | |
| Amount | Budget Account | | |
| Expense \$ 187,846 | # 4310 30210 35141 54201 10256 | | |
| Select \$ | # | | |
| Funding Source One-Time | | | |
| Funding Source Type Program Revenue | | | |
| 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 | MCDANIEL, ADAM | <u>PURCHASING</u> | WAHL, CONNIE |
| <u>Division Director</u> | STRATTON, JESSICA | | |
| <u>Accounting Manager</u> | BUSTOS, KIM | | |
| <u>Legal</u> | HARRINGTON, | | |
| <u>For the Mayor</u> | PICCOLO, MIKE | | |
| Distribution List | | | |
| Kim Doyle kdoyle@bcradesign.com | | RGennett@spokanecity.org | |
| KLONG@SPOKANECITY.ORG | | FACILITIESACCOUNTING@SPOKANECITY.ORG | |
| KARCHER@SPOKANECITY.ORG | | DSTEELE@SPOKANECITY.ORG | |
| KKECK@SPOKANECITY.ORG | | | |
| | | | |



City of Spokane
CONSULTANT AGREEMENT
Title: DESIGN SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BCRA, INC.**, whose address is 304 West Pacific Avenue, Suite 210, Spokane, Washington 99201-4320, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide all necessary services to complete a detailed programming study, space planning, pre-design concept development of the Wastewater Department's current and future space needs at this location for the property located at 909 East Sprague Avenue; and

WHEREAS, the Consultant was selected from the A & E MRSC Roster and RFQ 6457-25 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 March 16, 2026, and ends on December 31, 2026, 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 and Proposal Project No. 25122.00.00 to RFQ #6457-25 dated December 12, 2025, and Revised January 7, 2026(R1), 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 **ONE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$187,846.00)**, plus tax if applicable and in accordance with the Consultant's Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org. **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 are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

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

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a twelve percent (12%) 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.

The contractor attests they qualify as an excluded employment per RCW 51.12.020 in compliance with RCW 51, which has been verified by the City of Spokane Risk Officer. In accordance with this clause of this contract, the Contractor will notify the City of any changes of this status.

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) upon request by the City. 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.

BCRA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant’s Response and Proposal Project No. 25122.00.00 to RFQ #6457-25 dated December 12, 2025, and Revised January 7, 2026(R1)

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

EXHIBIT B

December 12, 2025

Revised: January 7, 2026 (R1)

David Steele – City of Spokane, Project Manager
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

Sent VIA Email: dsteale@spokanecity.org

RE: Spokane Wastewater Main Office
Architectural & Engineering Services for Programming and Space Planning Services
Proposal for Needs Assessment through Predesign Report
BCRA Project No. 25122.00.00

Dear Mr. Steele:

BCRA is pleased to present the following Proposal to provide design services for your municipal facility redevelopment study located at 909 East Sprague, Spokane, WA 99201.

BCRA's team will provide architectural, interior design and land use planning services. We will retain professional cost estimating (Wiggins Preconstruction Services), structural engineering (DCI Engineers), mechanical, electrical, plumbing, fire protection, security, communications (Hargis Engineers), Building Envelope (NEXUS BEC), Cortner Architectural (Code | Technical Review), MT Terrell (Landscape Architecture) and civil engineering (True Edge Engineering) services for the project.

Project Description

We understand that the project consists of a study of the existing building (constructed circa 1947) to evaluate its redevelopment potential and to accommodate a 30-year staffing projection for the administrative functions of the facility.

Additionally, we understand that electrical system upgrades were completed in June 2025, including panel replacements and a new sized service to support future expansion. The study will also consider improvements to the existing parking layout for increased functionality and identify an appropriate location for an emergency generator.

The total project and construction cost is currently undefined and will be developed during the predesign phase.

Scope of Services

The scope of this proposal is to provide predesign and needs assessment of the existing building at 909 East Sprague, Spokane, WA 99201. The predesign will develop the project program and supporting analysis to serve as the basis for concept design, as well as evaluate up to two (2) additional sites within city limits for alternate locations for the facility. Phases included are as follows:

Phase 01 - Building Assessment | Project Kick-off

A1 - Architecture

1. **Meetings:** During this phase, BCRA's Project Manager will conduct bi-weekly, 30-minute conference calls with the City's Project Manager to discuss project status, upcoming tasks, and any coordination needs.
2. **Meeting - Kick Off | Discovery:** Conduct one (1) in-person project kickoff meeting to initiate the project, with attendance from the City's core team and BCRA.
 - a) Introduce core team members, establish primary points of contact, and outline communication protocols, project tasks, and overall process.
 - b) Review the preliminary project schedule, including major milestones, target meeting dates, and next steps.
 - c) Discuss overarching facility needs, operational objectives, and project vision.
 - d) Meeting notes will be prepared and distributed by BCRA.
3. **Programming Questionnaires:** Following the kick-off meeting, and prior to the programming workshop, we will provide the City with programming questionnaires for distribution to department leads. These questionnaires will identify the functions and activities each department performs, along with the equipment and resources needed to support them. They will also gather information on staffing levels, equipment inventories, and storage requirements.
4. **Code Compliance Review | Existing Building Assessment:** Review available existing building documentation.
5. **Site Visit:** Conduct a site visit with the Architecture team, Building Envelope Consultant, Civil Engineer, Landscape Architect, Structural Engineer, and MEP (Mechanical, Electrical, Plumbing) Engineers. City staff will participate on-site to provide background on the building and discuss known deficiencies. The on-site review will include:
 - a) Review existing building for conformance with current codes and standards, including the 2021 International Building Code (IBC), Americans with Disabilities Act (ADA), 2021 IEBC International Existing Building Code.
 - b) Review mechanical, electrical and plumbing systems.
 - c) Review exterior envelope to include walls, roofs, windows, doors and fenestrations.
 - d) Review observable structural systems and perform an ASCE 41-17 standard, tier 2 general observation evaluation.
 - e) Evaluation of the property's utilities and their capacity, land use conformance requirements, and likely soil conditions (soil conditions will be reviewed by a City-contracted GeoTechnical Engineer).
 - f) Review any deficiencies or required improvements such as seismic strengthening, fire/life-safety systems (sprinklers, alarms), HVAC and electrical upgrades, or accessibility improvements needed to support the planned uses on the first, second, and third floors.
 - g) Building assessment narrative from each discipline will be provided to City for review.

Phase 02 – Programming | Adjacency Diagrams

A1 – Architecture

1. **Meetings - Programming Workshops | Interviews:**
 - a) Conduct targeted meetings with key personnel by division or department to review functional workflows and specific operational needs. One day of workshops (8 hours for 2 people) are included.
 - b) Once workshops are complete, develop the Programming Space Needs document, capturing required square footage for each division and ensuring planning supports an effective solution.

2. **Programming Document:** Following programming workshops | interviews, BCRA will develop a space needs program document. The spreadsheet will document existing conditions, five-year move-in projections, and long-term projections for 20- and 30-year horizons. It will capture current and projected staffing by department, along with space type, room size and quantity, area requirements, exterior needs (such as parking and support functions), and circulation gross factors, all of which will be applied and documented.
3. **Identifying Potential Sites within City of Spokane:** This phase focuses on identifying potential sites within the City for relocating the Wastewater Main Office, based on the project needs established during the programming workshops. We will assess up to two (2) potential sites considering zoning, access, and long-term growth potential. BCRA's land use planner will provide detailed information for each site, including current ownership, allowable uses, landscape requirements, building setbacks, and relevant environmental considerations such as wetlands. Our team will identify:
 - a) Location | Address
 - b) Tax lot identification number
 - c) Site ownership(s)
 - d) Zone | jurisdiction
 - e) Allowable use & land use approval process(es)
 - f) Requirements of overlay zones or comprehensive corridor plans which may impact the project.
 - g) Maximum lot coverage
 - h) Minimum landscape percentages
 - i) Slope | trees
 - j) Minimum | maximum parking ratio
 - k) Maximum building height | FAR
 - l) Building setbacks
 - m) Wetlands | sensitive areas
 - n) Traffic impact review as it pertains to access
 - o) Property availability (if available)
4. **Meeting:** Meet virtually to review draft program and potential sites and discuss any necessary adjustments. Core team comments will be incorporated and issued in the final programming document and revisions to potential sites.
5. **Adjacency diagrams:** Following final program, BCRA will prepare up to two (2) high-level adjacency diagram options to illustrate functional relationships between departments, spaces, and circulation areas.
6. **Meeting:** Meet virtually to review adjacency diagrams with core team. Core team comments will be reviewed and incorporated into one (1) selected adjacency diagram for concept floor plans.

Phase 03 – Concept Design

A1 – Architecture

1. **Concept Development:** Utilizing information from Phases 01 and 02, the design team will develop conceptual plans for development of the project and site.
 - a) Up to three (3) concept site and up to two (2) floor plans.
 - b) Written preliminary project description summary describing supporting infrastructure, building systems, accessibility, and structural improvements needed as identified in Phase 01.
2. **Meeting:** Meet virtually with core team to review preliminary concept plans. Core team comments will be incorporated and issued via email to the core team for review.
3. **Phasing Plan:** Utilizing the selected concept plan, develop a phasing plan outlining approach to constructing the project on the existing site while maintaining operations.

4. **Cost Estimating:** Develop project cost estimates of selected concept plan in conjunction with the cost estimator. Preliminary cost estimate to include project hard costs and projected soft costs, including sales tax and project contingencies, future forecasted escalation pricing to utilize a projected construction start in first quarter 2027.
 - a) Prepare outline specifications to serve as a preliminary framework during the schematic design and design development phases. The outline specifications will include concise descriptions of proposed materials, systems, and components to support cost estimating and inform design decisions. This task establishes the basis for quality, performance, and scope expectations, ensuring alignment of design intent throughout project development
5. **Meeting:** Meet with core team to review preliminary cost estimates. Core team comments will be incorporated and issued via email to the core team for review.
6. **Draft Report Preparation:** Prepare the predesign report, including an executive summary and supporting documentation of all tasks completed to date. The report will be distributed to the core team for review and feedback.
7. **Meeting:** Meet to review draft report comments.
8. **Final Predesign Report:** Complete and issue final report to core team.

Fees:

Fees are described in Exhibit H. All fees shown in the table are Fixed Fee. Subconsultant fees include a 12% administrative markup.

Reimbursable expenses (such as airfare, meals, lodging, mileage, rental car, etc) are included in the fee outlined in exhibit H. Reimbursables are estimated and will not be exceeded without Client's Approval. Expenses will be billed per the contract.

Overall Project Assumptions:

1. BCRA's scope includes services for Architecture & Interior Design, Civil Engineering, landscape architecture, Structural Engineering, Cost Estimating, Mechanical, Electrical, Plumbing, Telecomm, Fire Protection, Security and Building Envelope.
2. Project meetings will be conducted via teleconference and electronic visuals when able.
3. Client-hired consultants will provide all documents including drawings, specifications, reports and other supporting documents as required relating to their specific work. Specific work scopes will be coordinated by BCRA to avoid gaps or overlap of responsibilities between disciplines.
4. Deliverables will be sent to client via electronic file exchange. Printing and delivery of hard copies will be billed as reimbursable expenses at cost plus 12% and will be sent only upon client's request.
5. Additional items not identified in the Scope of Services herein, including but not limited to additional submittals, deliverables or meetings are considered additional service. Written notice will be given to the Client and approval obtained prior to work being done.
6. The following are not anticipated or included:
 - a. Preparation of documents and presentations to governmental agencies including but not limited to: landmarks commissions, zoning boards, boards of standards and appeals, local planning boards
 - b. LEED or Sustainable Sites Initiative documentation or a design to meet specific requirements outside of local municipal code.

CORTNER ARCHITECTURAL COMPANY

ARCHITECTURE, CONSTRUCTABILITY REVIEWS & CONSTRUCTION ADMINISTRATION

December 16, 2025

Kim Doyle, NCIDQ
Senior Associate, Project Manager
(253) 627-4367 kdoyle@bcradesign.com

RE: Exhibit A – Code | Technical Review (Cortner Architectural) Fee Proposal
Spokane Wastewater Main Office Programming & Space Planning Services

Dear Kim,

Thank you for the opportunity to submit our proposal to provide architectural services for the programming and space planning for the City of Spokane Wastewater Main Office at 909 W. Sprague Avenue, Spokane, WA.

Scope of Work

We anticipate providing an abbreviated scope of architectural services, limited to supporting BCRA in the assessment of the existing facility, programming and development of a design concept for the City of Spokane Wastewater Department. The work is anticipated to take approximately 4-months, with a start and completion date of January 20, 2026 and May 28, 2026 respectively. We have itemized our scope in the remark's column of the attached estimated labor and expense worksheet.



Spokane Wastewater Main Office
909 W. Sprague Avenue, Spokane, WA

Proposed Fee

We propose to provide these services for an estimated lump sum fee of \$11,755 described in the attached estimated labor and expense worksheet. Printing and other reimbursable expenses will be billed at cost plus the allowable markup. Additional services, if agreed to and authorized in writing, will be provided based on an acceptable amendment to this proposal or hourly rate schedule.

We look forward to working with you on this project under the attached Terms and Conditions. If this proposal meets with your satisfaction, please forward agreement and authorization with notice to proceed. If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in blue ink that reads "James D. Cortner".

James D. Cortner, AIA
Principal Architect
Cortner Architectural Company

Attached:

Terms and Conditions



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: BCRA, INC.

Business name: BCRA, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-181-873

Business ID: 001

Location ID: 0002

Location: Active

Location address: 304 W PACIFIC AVE
STE 210
SPOKANE WA 99201-4320

Mailing address: 2106 PACIFIC AVE
STE 300
TACOMA WA 98402-3008

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

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

Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|--|-----------|-------|---------|--------|-----------------|---------------------|
| Spokane General Business | | | | Active | May-31-2026 | Mar-21-2023 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| GENTRY, ALISHA | |
| KIHLMAN, HEIDI | |
| ROBBIN, LORI | |
| RYDMAN, JOSEPH | |

Registered Trade Names

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



| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| BCRA | Active | Apr-11-2008 |

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/5/2026 3:09:50 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2026

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

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

| | | | |
|---|--|--|------------------------|
| PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022 | CONTACT NAME: Greyling COI Specialist PHONE (A/C. No. Ext): 770.552.4225 E-MAIL ADDRESS: greylingcerts@greyling.com | | FAX (A/C. No.): |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED BCRA, Inc. 2106 Pacific Avenue, Suite 300 Tacoma WA 98402 | INSURER A: The Travelers Indemnity Company | | NAIC # 25658 |
| | INSURER B: Travelers Casualty Insurance Co of Amer | | 19046 |
| | INSURER C: Travelers Property Casualty Co of Amer | | 25674 |
| | INSURER D: Travelers Casualty and Surety Company | | 19038 |
| | INSURER E: Everest National Insurance Company | | 10120 |
| | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 1983767895

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 6803S7699452547 | 6/30/2025 | 6/30/2026 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA3S7705632547G | 6/30/2025 | 6/30/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP3S7708152547 | 6/30/2025 | 6/30/2026 | EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ Follow Form |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | UB0R0920362547G | 6/30/2025 | 6/30/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Incl WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Professional Liability incl. Pollution Liability | | | AAEP000630251 | 6/30/2025 | 6/30/2026 | Per Claim \$ 5,000,000 Aggregate \$ 5,000,000 |

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

Re: Project #25122.00.00, Spokane Wastewater Main Office.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

| Project: CoS Wastewater Programming & Space Planning December 16, 2025 | | | | | | | | | | | |
|---|-----------|---------|---------------|----------|--------------------|-------|----------|-------|----------|----------|--|
| Cortner Architectural Company - Tasks | Principal | | Proj Arch/Mgr | | Arch Asoc/Cost Est | | CADD/BIM | | Subtotal | | Remarks |
| | 195.00 | \$/hr | 145.00 | \$/hr | 125.00 | \$/hr | 100.00 | \$/hr | Hrs | Amount | |
| <i>Phase 01 - Building Assessment Project Kick-off</i> | | | | | | | | | | | |
| 1. Meetings (& misc. project administration) | - | - | 8.0 | 1,160.0 | - | - | - | - | 8.0 | 1,160 | (4) hours of project mtgs, (4) hours of misc. project admin |
| 2. Kick-off Discovery | - | - | 4.0 | 580.0 | - | - | - | - | 4.0 | 580 | attend (1) kick-off / discovery meeting |
| 3. Programming Questionnaires | - | - | - | - | - | - | - | - | - | - | - not included - |
| 4. Code Compliance Review Exist. Bldg Assmnt | - | - | 6.0 | 870.0 | - | - | - | - | 6.0 | 870 | rvw available bldg documents |
| 5. Site Visit | 2.0 | 390.0 | 10.0 | 1,450.0 | - | - | - | - | 12.0 | 1,840 | (1) site visit to rvw bldg for code (IBC, IEBC, ADA) & narrative |
| <i>Subtotal Phase 01</i> | 2.0 | 390.0 | 28.0 | 4,060.0 | - | - | - | - | 30.0 | 4,450.0 | |
| <i>Phase 02 - Programming Workshops Adjacency Diagrams</i> | | | | | | | | | | | |
| 1. Programming Workshops | - | - | - | - | - | - | - | - | - | - | - not included - |
| 2. Programming Document | - | - | - | - | - | - | - | - | - | - | - not included - |
| 3. ID Potential Sites within City | - | - | - | - | - | - | - | - | - | - | - not included - |
| 4. Meeting | - | - | - | - | - | - | - | - | - | - | - not included - |
| 5. Adjacency Diagrams | - | - | - | - | - | - | - | - | - | - | - not included - |
| 6. Meeting | - | - | 3.0 | 435.0 | - | - | - | - | 3.0 | 435 | review w/ core team up to (2) adjacency diagrams prvd'd by BCRA |
| <i>Subtotal Phase 02</i> | - | - | 3.0 | 435.0 | - | - | - | - | 3.0 | 435.0 | |
| <i>Phase 03 - Concept Design</i> | | | | | | | | | | | |
| 1. Concept Deveopment | 2.0 | 390.0 | 10.0 | 1,450.0 | - | - | - | - | 12.0 | 1,840 | rvw/comment (3) site + (2) floor plan options (plans by BCRA) provide prelim narrative re: accessibility and code |
| 2. Meeting (prelim plans) | - | - | 4.0 | 580.0 | - | - | - | - | 4.0 | 580 | (4) hours review/discuss prelim concept plan |
| 3. Phasing Plan | - | - | - | - | - | - | - | - | - | - | - not included - |
| 4. Cost Estimating | - | - | 4.0 | 580.0 | - | - | - | - | 4.0 | 580 | ltd: provide TOC of anticipated specs Div 03-14, 2004 |
| 5. Meeting (cost estimate) | - | - | 2.0 | 290.0 | - | - | - | - | 2.0 | 290 | (2) hrs review/discuss prelim cost estimates |
| 6. Draft Report Preparation | - | - | 12.0 | 1,740.0 | - | - | - | - | 12.0 | 1,740 | (12) hrs for limited narratives for draft report (report by BCRA) |
| 7. Meeting (draft report) | - | - | 2.0 | 290.0 | - | - | - | - | 2.0 | 290 | (2) hours review/discuss draft report comments |
| 8. Final Design Report | 2.0 | 390.0 | 8.0 | 1,160.0 | - | - | - | - | 10.0 | 1,550 | (8) hrs for limited narratives for final report (report by BCRA); (2) hrs principal review |
| <i>Subtotal Phase 03</i> | 4.0 | 780.0 | 42.0 | 6,090.0 | - | - | - | - | 46.0 | 6,870.0 | |
| Cortner Architectural - Task Summary Total | | | | | | | | | | | |
| | 6.0 | 1,170.0 | 73.0 | 10,585.0 | - | - | - | - | 79.0 | 11,755.0 | |
| Reimbursable Expenses | | | | | | | | | | | |
| Printing, Postage and Delivery | | | | | | | | | | | all deliverables to be provided electronically |
| Site Visits | | | | | | | | | | | |
| Cortner, Site Visits (Phase 01-03) | | | \$ | - | 0 | | | | | | up to (2) site visits incl. Add'l site visits inside CoS \$150/ ea |
| Reimbursable Expense - Total | | | | | | | | | | | |
| Total Estimated Labor Cost and Reimbursable Expenses \$ 11,755.00 | | | | | | | | | | | |

Assumptions:
 Owner will provide the following -
 1) as-built drawings; 2) organization chart/list of employees by department; 3) list of vehicles & equipment by department; 4) required building functions and spaces

The following items are currently not included, but if authorized to proceed, could be included as an additional service:
 utility locates, topographic and boundary survey, environmental site assessment, SEPA report, geotechnical soils survey, historic/cultural assessments, asbestos/lead surveys, attendance & participation with public hearings and public meetings, and services beyond what is listed.

TRUE EDGE

ENGINEERING



DECEMBER 15, 2025

Kim Doyle
BCRA Design
304 W Pacific Avenue, Suite 210
Spokane, WA 99201
509-842-3818

**SUBJECT: CITY OF SPOKANE WASTEWATER MAIN OFFICE BUILDING
CITY OF SPOKANE WATERWATER MAIN OFFICE BUILDING, 909 EAST SPRAGUE,
SPOKANE (JOB#2025_055)**

Dear Kim,

We are pleased to provide the following proposal for civil engineering services for your project. Our scope of work is based on the initial documents that you've provided and our conversations to date.

The scope of this proposal is to provide predesign and needs assessment of the existing building at 909 East Sprague, Spokane, WA 99201. We will conduct a comprehensive evaluation of the existing property (as well as 3 off site properties) and surrounding infrastructure to determine its suitability for redevelopment. This includes reviewing current utility capacities and connections, assessing site grading and drainage conditions, and identifying any constraints related to land use compliance, zoning, and environmental considerations. The assessment will also examine parking layout functionality, emergency generator placement options, and potential impacts of soil conditions (as informed by geotechnical studies). Findings will be documented in a narrative report to inform programming and concept design phases.

I. SCOPE OF WORK

A. CIVIL VALIDATION/FEASIBILITY EFFORTS

1. VALIDATION REPORT

The validation documents are a pivotal set of documents that encapsulate the collaborative efforts undertaken during the validation/master planning phase. This report serves to align the project stakeholders on critical aspects before advancing to detailed design and construction. The report will detail existing conditions and utilities, as well as all proposed upgrades, including sewer, domestic and fire water, grading, and drainage. Additionally, the report will discuss major constraints and conflicts associated with proposed improvements and outline design approaches to mitigate them.

2. VALIDATION SITE EXHIBIT

Prepare a schematic level site exhibit detailing existing conditions and proposed site improvements for the proposed project.

B. PROJECT COORDINATION

We will provide ongoing coordination with the client, consultant team, and permitting agencies on an as-needed basis to facilitate processing and approval of this project. This scope item includes, but is not

limited to, site visits, meetings, conferences, cost estimating, design changes, and revisions to the plans/calculations/reports at the request of the client, consultant team, or permitting agency.

C. ASSUMPTION/EXCLUSIONS

Civil engineering documents and reports needed for permits and construction are excluded.

II. COMPENSATION AND PAYMENT

Client agrees to pay True Edge Engineering as follows:

A. FEASIBILITY/VALIDATION DOCUMENTS (FIXED FEE): **\$4,800**

TOTAL: **\$4,800**

Approved reimbursable expenses will be invoiced at cost plus 10% and include but are not limited to reproduction, postage, authorized travel/mileage, permit fees, etc. True Edge Engineering shall bill the client for listed services, Additional Services, and Reimbursable Expenses once a month on a percentage completion basis. All payments are due to True Edge Engineering within 30 days of invoice.

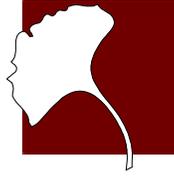
Erik Fuentes 12/15/2025
(signed) (date)

Erik Fuentes, PE
(name)

Principal Civil Engineer
(title)

Please do not hesitate to reach out if you have any questions or require further clarification. We appreciate the opportunity to support you on this project.

Sincerely,
TRUE EDGE ENGINEERING



Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, WA 99019
(509) 922-7449

12/16/2025

Client: BCRA
Contact: Kim Doyle, NCIDQ | Senior Associate, Project Manager
Address: 2106 Pacific Avenue, Suite 300
 Tacoma, WA 98402
 Phone: (253) 314-0177

Project: Spokane Wastewater Main Office
Project Number: 25-076
Address: 909 East Sprague
 Spokane, WA 99201

Proposed Scope of Services:

Scope of Work: Michael Terrell ■ Landscape Architecture, PLLC (Consultant) agrees to perform the following Professional Services:

Project Understanding: We understand that MT-LA will support BCRA for study of the City of Spokane's Wastewater Main Office building redevelopment. The scope consists of a study of the existing building (constructed circa 1947) to evaluate its redevelopment potential and to accommodate a 30-year staffing projection for the administrative functions of the facility.

Site portions of the study will consider improvements to the existing parking layout for increased functionality and identify an appropriate location for an emergency generator.

Future tasks may include evaluation of three additional sites for a new office including concept development and site planning.

Phases

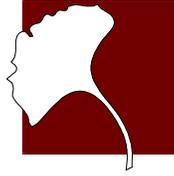
01 – Building Assessment | Project Kick-Off

- A. Review existing site conditions and any available site information.
- B. Review scope of work and budget.
- C. Review of any pre-development/site planning notes.
- D. Review City of Spokane landscape, parking and streetscape requirements.
- E. Project Management Coordination
- F. Meetings:
 - a. Two meetings with the design team to discuss schedule, site evaluation and scope of work.
 - b. One site visit to review existing parking lot, stormwater facilities, existing and adjacent property uses.

PROPOSAL AND CONTRACT

Project: Spokane Wastewater Main Office
Project #: 25-076
Client: BCRA

December 16, 2025



02. Programming | Adjacency Diagrams

- A. Collaborate with design team at programming workshop for site related program elements.
- B. Meetings:
 - a. One meeting with design team.

03. Concept Diagram

- A. Review program recommendations and site selection report. Provide input as necessary related to landscape requirements.
- B. Review landscape and irrigation related elements of the cost estimate and provide input as necessary.
- C. Provide landscape and irrigation narrative and input to inform the cost estimate.
- D. Meetings:
 - a. One review meeting.
- E. Deliverables:
 - a. Landscape and irrigation narrative/outline specifications.

Client and Owner Responsibilities:

Client and Owner agree to provide MT-LA with all information, surveys, reports, and professional recommendations and any other related items requested in order to provide professional design services. The Consultant Team may rely on the accuracy and completeness of these items; however, MT-LA will inform the Client of any discrepancies and deficiencies in the data if found to be incorrect.

Client agrees to advise Consultant Team of any known or suspected contaminants on the Project Site. Client shall be solely responsible for all subsurface soil conditions.

Client to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

Estimated Schedule and Budget:

MT-LA shall render services in response to the project schedule in a manner that is consistent with professional skill and care. Events (anticipated or unanticipated) may impact the Project Schedule and / or budget. Client / Owner acknowledges that significant changes to the Project, construction schedule and/or budget, or changes to the Project’s scope may require Additional Services by MT-LA.

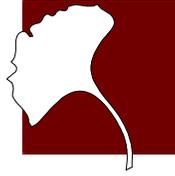
Compensation and Payment:

Client agrees to pay Consultant as follows:

| | |
|---|------------|
| 01 – Building Assessment Project Kick-off | \$725.00 |
| 02 – Programming Adjacency Diagrams | \$425.00 |
| 03 – Concept Design | \$950.00 |
| Reimbursable Expenses (estimated): | \$75.00 |
| Total: | \$2,175.00 |

Reimbursable Expenses are estimated and included above. Approved expenses are generally subject to a multiple of 1.1% and include but are not limited to reproduction, postage, authorized travel, and Client

PROPOSAL AND CONTRACT



requested renderings, models and graphics not listed above.

Consultant shall bill the Client for listed services, Additional Services and Reimbursable Expenses once a month on a percentage completion basis. All payments are due to the Consultant upon receipt of invoice.

Exclusions:

- Additional services proposal will be prepared for services **not** included in this scope of work.
- Inventory and analysis for alternative sites.
- Development of graphic concept plans, renderings, etc.
- No site visits or in person meetings are included. A proposal for including fee based on per meeting rate can be provided.
- Topographic or property survey.
- Construction Administration, Separate Agreement based on defined scope of services.
- Stormwater management and design.
- Structural Engineering
- Construction Testing
- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Additional survey of existing site to determine grades, existing dimensions, property lines, etc.
- Electrical Engineering for open space elements and lights.
- Preparation of permits, permit fees, entitlements or vacations for Rights-of-Way.

Signature:  _____ Date: 12/16/2025

Michael D. Terrell, ASLA

December 17, 2025

Kim Doyle
BCRA Design
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402
253-627-4367
kdoyle@bcradesign.com

Re: Structural Engineering Services Proposal for the **Spokane Wastewater Building Redevelopment Assessment** in Spokane, Washington

Project Description: We understand that the project consists of a study of the existing building located at 909 E Sprague, Spokane, WA 99201. It will be evaluated for the redevelopment potential to accommodate a change in occupancy

Scope of Services: The scope of this proposal is to provide a predesign and needs assessment of the existing building at the address stated above. It will include (3) phases, as listed below.

Phase 01 – Building Assessment: During this phase, DCI will provide an assessment of the existing building structure. This includes (1) site visit to review the observable structural systems. It is assumed that we have limited access to existing drawings, so our primary understanding of the structure will be based on the site visit. DCI is also assuming an ASCE 41-17 Tier 2 evaluation will need to be performed for the existing building located at the address above. It is not assumed a Tier 2 evaluation will be performed for any other sites. This will be done assuming that the building needs to be upgraded to an essential facility, risk category IV.

Phase 02 – Programming and Adjacency Diagrams: During this phase, it is assumed that DCI has no scope, and that this is primarily architectural scope. This includes programming workshops and documentation and identifying potential site options. It is assumed that these sites would all be new construction sites. If one of the potential alternate sites is selected by the owner, the design of a new building would require a

new contract proposal. There are two meetings that we are anticipating being apart of at the end of phase 02.

Phase 03 – Concept Design: During this phase, utilizing the information gathered in phase 01 and 02, DCI will provide a conceptual design, in the form of a report and pdf sketches, for up to (2) floor plans. The design will include a phasing plan in order to construct the project while maintaining operations.

It is assumed that DCI will not need to provide official construction documents formatted by Revit or CAD for this concept design and that any drawings will be prepared as PDFs in Bluebeam.

Summary of Professional Service Fees

Engineering services will be performed and billed monthly on a fixed fee or hourly basis as proposed below. Unless noted otherwise, reimbursable expenses are separate from our fees and will be billed at 1.10 times direct cost.

DCI reserves the right to review and revise all design fees for any proposal accepted more than 90 days after date of submission, and to review and revise all construction administration fees for any project where construction starts more than one year after commencement of design.

Our fees are proposed as follows:

| | | |
|----|-----------------------------------|-----------------------------|
| 1. | Phase 01 – Site Visit: | \$1,000 (Fixed Fee) |
| 2. | Phase 01 – Building Assessment: | \$10,000 (Fixed Fee) |
| 3. | Phase 02 – Programming (meetings) | \$1,000 (Fixed Fee) |
| 4. | <u>Phase 03 – Concept Design:</u> | <u>\$10,000 (Fixed Fee)</u> |
| | TOTAL: | \$22,000 |

Professional services for this project shall be provided according to this proposed professional services agreement and the attached Terms and Conditions (together, the "Agreement"). This Agreement shall become effective immediately upon the earlier of execution by the Client or by the Client's communication of a direction to proceed with the services, including by electronic mail, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

Sincerely,

DCI Engineers

Travis Blech

Digitally signed by Travis Blech
DN: C=US,
E=tblech@dc-engineers.com,
O=DCI Engineers, OU=DCI
Engineers, CN=Travis Blech
Date: 2025.12.17 16:36:15-08'00'

Travis Blech, PE
Project Manager
707 W 2nd Ave
Spokane, WA 99201
509-227-6922

**SCHEDULE OF EXPENSES - DCI ENGINEERS
PROFESSIONAL SERVICES**

| | | | |
|----------------------------------|----------|-----------------------------|----------|
| Clerical and Administrative 1000 | \$80/hr | Project Manager 3100 | \$120/hr |
| Clerical and Administrative 1010 | \$100/hr | Project Manager 3110 | \$140/hr |
| Clerical and Administrative 1020 | \$120/hr | Project Manager 3120 | \$160/hr |
| | | Project Manager 3130 | \$180/hr |
| Technical Designer 2000 | \$80/hr | Project Manager 3140 | \$200/hr |
| Technical Designer 2010 | \$90/hr | Project Manager 3150 | \$220/hr |
| Technical Designer 2020 | \$100/hr | Project Manager 3160 | \$240/hr |
| Technical Designer 2030 | \$120/hr | Project Manager 3170 | \$260/hr |
| Technical Designer 2040 | \$140/hr | | |
| | | Senior Project Manager 3200 | \$140/hr |
| Senior Technical Designer 2100 | \$100/hr | Senior Project Manager 3210 | \$160/hr |
| Senior Technical Designer 2110 | \$120/hr | Senior Project Manager 3220 | \$180/hr |
| Senior Technical Designer 2120 | \$140/hr | Senior Project Manager 3230 | \$200/hr |
| Senior Technical Designer 2130 | \$160/hr | Senior Project Manager 3240 | \$220/hr |
| Senior Technical Designer 2140 | \$180/hr | Senior Project Manager 3250 | \$240/hr |
| Senior Technical Designer 2150 | \$200/hr | Senior Project Manager 3260 | \$260/hr |
| | | Senior Project Manager 3270 | \$280/hr |
| | | | |
| Project Designer 2200 | \$80/hr | Associate 4000 | \$160/hr |
| Project Designer 2210 | \$100/hr | Associate 4010 | \$180/hr |
| Project Designer 2220 | \$120/hr | Associate 4020 | \$200/hr |
| Project Designer 2230 | \$140/hr | Associate 4030 | \$220/hr |
| Project Designer 2240 | \$160/hr | Associate 4040 | \$240/hr |
| Project Designer 2250 | \$180/hr | Associate 4050 | \$260/hr |
| Project Designer 2260 | \$200/hr | Associate 4060 | \$280/hr |
| | | | |
| Project Engineer 3000 | \$100/hr | Associate Principal 4100 | \$180/hr |
| Project Engineer 3010 | \$120/hr | Associate Principal 4110 | \$200/hr |
| Project Engineer 3020 | \$140/hr | Associate Principal 4120 | \$220/hr |
| Project Engineer 3030 | \$160/hr | Associate Principal 4130 | \$240/hr |
| Project Engineer 3040 | \$180/hr | Associate Principal 4140 | \$260/hr |
| Project Engineer 3050 | \$200/hr | Associate Principal 4150 | \$280/hr |
| | | Associate Principal 4160 | \$300/hr |
| | | | |
| Senior Project Engineer 3300 | \$120/hr | Principal Engineer 4200 | \$200/hr |
| Senior Project Engineer 3310 | \$140/hr | Principal Engineer 4210 | \$220/hr |
| Senior Project Engineer 3320 | \$160/hr | Principal Engineer 4220 | \$250/hr |
| Senior Project Engineer 3330 | \$180/hr | Principal Engineer 4230 | \$300/hr |
| Senior Project Engineer 3340 | \$200/hr | Principal Engineer 4240 | \$350/hr |
| Senior Project Engineer 3350 | \$220/hr | Principal Engineer 4250 | \$400/hr |
| | | Principal Engineer 4260 | \$500/hr |
| | | Principal Engineer 4270 | \$600/hr |

REIMBURSABLE SERVICES

Out of Office Services/Expenses
Mileage Reimbursement

\$1.10x Direct Cost
IRS Standard Mileage Rate

This Schedule of Expenses is subject to adjustment in accordance with DCI's normal review practices. For billing purposes, DCI will use the Schedule of Expenses in effect at the time of service.

December 18, 2025

BCRA Design
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

ATTENTION Kim Doyle, Sr Associate

REGARDING Fee Proposal – City of Spokane Wastewater Bldg Building Assessment R1

REFERENCES Call with BCRA and team with scope on 12/9/2025
Email with some drawings on 12/15/2025

We are pleased to provide this proposal for Mechanical and Electrical engineering and consulting services for the building assessment project for the City of Spokane Waste Water building. The building is located at E. 909 Sprague Street, Spokane WA. The building is approximately 48,000 SF and was constructed in 1948. The building has been a waste water facility since the onset, so no change of use. We are assuming that existing drawings are available for this facility. The scope of work is assumed to be as follows:

Mechanical/Electrical Scope

- Meetings, - Assumed 3 virtual meetings, 6 hours {Phase 1, 2 and 3}
- Kick off meeting with BCRA and owner, - from Hargis virtually, 2 hours {Phase 1}
- Code Compliance review, - No Hargis scope
- Site Visit to review bldg. and validate earlier report, - One METS representative and findings MEMO, 8 hours, [Phase 1]
- Programming workshops, facility tours, programming document and owner meeting by BCRA only, {Phase 2}
- Adjacency Diagrams, - Hargis to review and provide comments on adjacency diagrams and MEPT spaces required for the facility, 2 hours M, 2 hours E, total 4 hours, [Phase 2]
- Concept diagrams and plans in PDF format, 3 options, 44 hours, [Phase 2]
- Provide basis of design document and/or programming level PDF documents for METS systems for pricing, 60 hours, [Phase 3]
- Cost Opinion Review, Review and provide comments on cost opinion, 2 hours, [Phase 3]
- Coordinate with team and updates for final report, 12 hours, [Phase 3]

SCOPE OF SERVICES CLARIFICATIONS

Our work will include the following:

- One site visit is assumed by one person. Existing drawings will be available for our use to review as part of the options development.

H A R G I S

1201 third avenue, ste 600
seattle, washington 98101
206.448.3376

www.hargis.biz

- Provide high level narrative for 3 options. Some bluebeam markups may be provided based on the options developed. Include basis of design document for pricing and final predesign report.

The project predesign schedule notes the following:

- Project kickoff, early January 2026
- Site visit, January 20th, 2026 (tentative)
- Final report, mid February

PRE-DESIGN AND NEEDS ASSESSMENT FEE

We are requesting a fixed fee approach based on the scope noted above at 130 hours at \$170/hr or \$22,100. Reimbursable expenses expected for this project shall be billed at 1.1 times the cost with none anticipated.

| | |
|---------|-----------------|
| Phase 1 | \$2,040 |
| Phase 2 | \$8,500 |
| Phase 3 | <u>\$11,560</u> |
| TOTAL | \$22,100 |

Hourly Rate Breakdown

Based on the proposal, our hourly breakdown for the year 2025 is as follows. We request the opportunity to adjust our hourly rates on April 1st of each year.

| | |
|-------------------------|----------|
| Administrative | \$100/hr |
| Drafter | \$130/hr |
| Designer | \$150/hr |
| Senior Designer | \$160/hr |
| Project Engineer | \$170/hr |
| Senior Project Engineer | \$180/hr |
| Principal | \$210/hr |

We appreciate this opportunity to work with BCRA and City of Spokane to support the building assessment and needs effort. We will utilize past experiences on similar projects to promote a collaborative process. Please review and call us with any questions regarding this proposal.

Brian Haugk, PE
Principal, Mechanical

Patrick Shannon, RCDD
Principal, Telecom/Security

Doug Svee, PE
Principal, Electrical

**December 16, 2025**Kim Doyle
BCRA
2106 Pacific Ave, Suite 300
Tacoma, WA 98402**RE: Building Envelope Consulting/Testing on Spokane Wastewater Office (Project No. 25172NX)**

Kim,

Thank you for your request for proposal on your new Spokane Wastewater Office project. We understand the project consists of a providing predesign and assessment needs of the existing municipality office building at 909 East Sprague in Spokane along with two alternate sites. Our services will generally include building assessment services and envelope consulting.

Scope of Work/Fee Proposal

All fees are fixed and include expenses unless noted otherwise.

PHASE 01 – PROJECT KICK-OFF AND BUILDING ASSESSMENT**\$9,410**

NEXUS will participate in a kick-off meeting with the design team and site visit to perform an assessment of the existing building envelope. During the site visit, NEXUS will conduct a full building assessment of observable (non-invasive) conditions from ground level and the roof. Areas of emphasis will be around windows, flashings, material transitions and areas of weather exposure. Where possible and necessary, interior correlation of exterior conditions will be verified, but this is primarily an exterior enclosure assessment. This is not intended to be an exhaustive study but instead provide a general understanding of the assembly types, description of observed conditions, stating expected/remaining useful life, and identification of any significant issues. Findings will be summarized in a report that will be issued within a week of the assessment. Conditions will be photo-documented during the course of the investigation, with example images included in the report.

PHASE 03 – CONCEPT DESIGN**\$7,375**

Throughout concept design, NEXUS will provide general consulting on building envelope upgrades to the existing building, including energy code compliance requirements of the thermal envelope, and material and assembly recommendations. NEXUS will also provide product and general energy code compliance recommendations for the alternate building designs. At the end of Concept Design, NEXUS will provide a narrative style report outlining the general building envelope approach for each of the concept options, including assemblies, basis of design materials, air barrier approach, and general energy code compliance. Fee includes time for up to three meetings, virtual or at the Architect's office.



Qualifications and Exclusions:

- A. This proposal represents the entire scope of work. Any scope requirements not explicitly stated are excluded but may be available for an additional fee with a change in scope/fee approved in writing.

We are prepared to begin working on this project immediately upon receipt of your signed and approved contract. Please call or email with any questions, I can be reached at 253.495.8544 or dittner@nexusbec.com.

Best regards,

A handwritten signature in blue ink, appearing to read "Danielle Ittner". The signature is fluid and cursive, with a large, stylized initial "D".

Danielle Ittner, AIA, NCARB
Principal, Building Envelope Architect



Kim Doyle
BCRA

December 17, 2025

Dear Kim,

Thank you for inviting Wiggins Preconstruction Services to join your team on this important project. Below you will find a fee proposal to perform cost estimating services for the **Spokane Wastewater Main Office Predesign**. This proposal of **\$10,360** covers a single deliverable (with multiple cost options) as shown.

Estimate Level: Predesign / Conceptual

| Scope | Hours | Rate | Ext. |
|---|-------|----------|-----------------|
| Project Management & Meetings | 4 | \$185.00 | \$740 |
| Existing Civil / Site Improvements Cost Estimating | 6 | \$185.00 | \$1,110 |
| New Civil / Site Improvements Cost Estimating - Alt 1 | 5 | \$185.00 | \$925 |
| New Civil / Site Improvements Cost Estimating - Alt 2 | 5 | \$185.00 | \$925 |
| Renovation of Existing Building Option - Architectural & Structural Cost Estimating | 12 | \$185.00 | \$2,220 |
| New Building Option - Architectural & Structural Cost Estimating | 8 | \$185.00 | \$1,480 |
| Mechanical, Electrical & Plumbing Cost Estimating (both options) | 12 | \$185.00 | \$2,220 |
| Final Estimate Adjustments & Pricing Break Outs | 4 | \$185.00 | \$740 |
| Fee Total | | | \$10,360 |

*Estimating Fees Clarifications

Fees include all expenses.

Fees are for construction cost estimating only. Soft costs estimating is excluded.

Respectfully,

Matt Wiggins

Principal

Wiggins Preconstruction Services

M: 360.870.5100 **E:** mattw@wigginsprecon.com



2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

bcradesign.com

**Spokane Wastewater - Predesign
Project Fees**

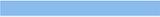
EXHIBIT F

| Scope of Services | Architecture Interior Design (BCRA) | Code Technical Review (Cortner Arch) | Civil Engineering (True Edge) | Landscape Architecture (MT Terrell) | Structural Engineering (DCI) | MEP FP T (Hargis) | Building Envelope (NEXUS) | Cost Estimating (Wiggins Precon Services) | Total |
|---|---------------------------------------|--|-------------------------------|-------------------------------------|------------------------------|-----------------------|---------------------------|---|----------------------|
| 01 - Building Assessment Project Kick-off | \$ 20,320.00 | \$ 4,450.00 | | \$ 725.00 | \$ 11,000.00 | \$ 2,040.00 | \$ 9,410.00 | | \$ 47,945.00 |
| 02 - Programming Adjacency Diagrams | \$ 27,020.00 | \$ 435.00 | | \$ 425.00 | \$ 10,000.00 | \$ 8,500.00 | | | \$ 46,380.00 |
| 03 - Concept Design | \$ 36,385.00 | \$ 6,870.00 | \$ 4,800.00 | \$ 950.00 | \$ 1,000.00 | \$ 11,560.00 | \$ 7,375.00 | \$ 10,360.00 | \$ 79,300.00 |
| Consultant Markup (12%) | | \$ 1,410.60 | \$ 576.00 | \$ 252.00 | \$ 2,640.00 | \$ 2,652.00 | \$ 2,014.20 | \$ 1,243.20 | \$ 10,788.00 |
| 999 - Reimbursable Expenses | \$ 3,349.00 | | | \$ 84.00 | | \$ - | | | \$ 3,433.00 |
| Project Total | \$ 87,074.00 | \$ 13,165.60 | \$ 5,376.00 | \$ 2,436.00 | \$ 24,640.00 | \$ 24,752.00 | \$ 18,799.20 | \$ 11,603.20 | \$ 187,846.00 |

Spokane Wastewater
: Predesign

| ID | Task Name | Start | Finish | Oct 5, '25 | | | | | | | Oct 12, '25 | | | | | | | Oct 19, '25 | | | | | | |
|----|--|--------------------|--------------------|------------|---|---|---|---|---|---|-------------|---|---|---|---|---|---|-------------|---|---|---|---|---|---|
| | | | | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T |
| 1 | Proposal to City | Fri 12/19/25 | Fri 12/19/25 | | | | | | | | | | | | | | | | | | | | | |
| 2 | City Council Approval | Mon 1/12/26 | Fri 3/20/26 | | | | | | | | | | | | | | | | | | | | | |
| 3 | Phase 01 - Building Assessment Project Kick-off | Mon 3/23/26 | Tue 4/7/26 | | | | | | | | | | | | | | | | | | | | | |
| 4 | Meeting: Kick-off Discovery with Core Team | Tue 3/24/26 | Tue 3/24/26 | | | | | | | | | | | | | | | | | | | | | |
| 5 | Programming Questionnaire's Distributed to City | Tue 3/24/26 | Tue 3/24/26 | | | | | | | | | | | | | | | | | | | | | |
| 6 | Existing Building Assessment - Site Verification | Tue 3/24/26 | Tue 3/24/26 | | | | | | | | | | | | | | | | | | | | | |
| 7 | Programming Questionnaire's Returned to BCRA | Tue 3/31/26 | Tue 3/31/26 | | | | | | | | | | | | | | | | | | | | | |
| 8 | Building Assessment Narrative to BCRA | Tue 4/7/26 | Tue 4/7/26 | | | | | | | | | | | | | | | | | | | | | |
| 9 | Phase 02 - Programming Adjacency Diagrams | Tue 4/7/26 | Wed 5/6/26 | | | | | | | | | | | | | | | | | | | | | |
| 10 | Programming Workshops | Tue 4/7/26 | Tue 4/7/26 | | | | | | | | | | | | | | | | | | | | | |
| 11 | Programming Development | Wed 4/8/26 | Mon 4/20/26 | | | | | | | | | | | | | | | | | | | | | |
| 12 | Meeting: Draft Program Potential Site Review | Tue 4/21/26 | Tue 4/21/26 | | | | | | | | | | | | | | | | | | | | | |
| 13 | Adjacency Diagram Development | Wed 4/22/26 | Tue 5/5/26 | | | | | | | | | | | | | | | | | | | | | |
| 14 | Meeting: Adjacency Diagram Review | Wed 5/6/26 | Wed 5/6/26 | | | | | | | | | | | | | | | | | | | | | |
| 15 | Phase 03 - Concept Design | Thu 5/7/26 | Tue 7/28/26 | | | | | | | | | | | | | | | | | | | | | |
| 16 | Concept Development Phasing Plan | Thu 5/7/26 | Mon 6/15/26 | | | | | | | | | | | | | | | | | | | | | |
| 17 | Meeting: Review Concept Plans | Tue 6/16/26 | Tue 6/16/26 | | | | | | | | | | | | | | | | | | | | | |
| 18 | Incorporate Review Comments | Wed 6/17/26 | Tue 6/23/26 | | | | | | | | | | | | | | | | | | | | | |
| 19 | Cost Estimate Development | Wed 6/24/26 | Tue 7/7/26 | | | | | | | | | | | | | | | | | | | | | |
| 20 | Design Team Review of Cost Estimate | Wed 7/8/26 | Thu 7/9/26 | | | | | | | | | | | | | | | | | | | | | |
| 21 | Final Cost Estimate to BCRA | Fri 7/10/26 | Fri 7/10/26 | | | | | | | | | | | | | | | | | | | | | |
| 22 | Concept Design, Cost Estimate and Draft Report to City | Tue 7/14/26 | Tue 7/14/26 | | | | | | | | | | | | | | | | | | | | | |
| 23 | Meeting: Review Cost Draft Report | Tue 7/21/26 | Tue 7/21/26 | | | | | | | | | | | | | | | | | | | | | |
| 24 | Incorporate Final Comments to Report | Tue 7/21/26 | Mon 7/27/26 | | | | | | | | | | | | | | | | | | | | | |
| 25 | Final Report to City | Tue 7/28/26 | Tue 7/28/26 | | | | | | | | | | | | | | | | | | | | | |
| 26 | | | | | | | | | | | | | | | | | | | | | | | | |

Date: Wed 1/7/26

| | | | | | | | |
|-----------------|---|--------------------|---|-----------------------|---|--------------------|---|
| Task |  | Inactive Task |  | Manual Summary Rollup |  | External Milestone |  |
| Split |  | Inactive Milestone |  | Manual Summary |  | Deadline |  |
| Milestone |  | Inactive Summary |  | Start-only |  | Progress |  |
| Summary |  | Manual Task |  | Finish-only |  | Manual Progress |  |
| Project Summary |  | Duration-only |  | External Tasks |  | | |

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

| | | | |
|---|--|--------------------------|---------------|
| | | Date Rec'd | 2/2/2026 |
| | | Clerk's File # | OPR 2023-0311 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | SOLID WASTE DISPOSAL | Bid # | IPWQ 5809-23 |
| Contact Name/Phone | TRACE 625-6524 | Requisition # | CR 28290 |
| Contact E-Mail | TBRADBURN@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | KKLITZKE | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? YES | |
| Agenda Item Name | CONTRACT RENEWAL FOR VACUUM SUPPORT SERVICES | | |

Agenda Wording

Contract renewal 3 of 4 with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from 4/1/26-3/31/27 and a total cost not to exceed \$200,000.00, plus tax.

Summary (Background)

During maintenance outages at the Waste to Energy Facility, sandblasting is done throughout the boilers to clean the surface of the tubes. Vacuum services are needed for removal of the sand. Bidding closed on IPWQ 5809-23 for these services on February 1, 2023 and Big Sky Industrial Services was the only respondent. The initial contract award was for one year with the possibility of four (4) additional one-year renewals. This will be the third renewal.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

| | |
|--|-------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 200,000.00 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| This is an equipment services expense that is planned for annually in the Solid Waste Disposal budget. | |
| Amount | |
| Budget Account | |
| Expense | \$ 200,000.00 |
| Select | \$ |
| | |
| Funding Source | Recurring |
| Funding Source Type | Program Revenue |
| Is this funding source sustainable for future years, months, etc? | |
| Yes | |
| Expense Occurrence | Recurring |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Additional Approvals | |
| Dept Head | BRADBURN, TRACE |
| PURCHASING | PRINCE, THEA |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Brian Rochelle, brian@bigsky.pro | mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org | tprince@spokanecity.org |
| rrinderle@spokanecity.org | |
| | |
| | |



City of Spokane
CONTRACT RENEWAL
3 OF 4
Title: VACUUM SUPPORT SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROCHELLE CONSTRUCTION SERVICES, INC. dba BIG SKY INDUSTRIAL SERVICES**, whose address is PO Box 585, Colbert, Washington 99005 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 Vacuum Support Services for the City; and

WHEREAS, the original Contract provided for 4 additional one-year renewals, with this being the third of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 17, 2023 and March 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2026 and shall run through March 31, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**ROCHELLE CONSTRUCTION SERVICES,
Inc., d/b/a BIG SKY INDUSTRIAL**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

26-019

**ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |



CITY OF SPOKANE - WTEF
 2900 S GEIGER BLVD
 Spokane, WA 99224-5400
 Phone 509 625 6527

Vacuum Support Services For Vacuuming Sandblast Media, Other Debris Sand Water*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas* *Vacuum Exhaust Cannot Be Released Outside Building.

| Service Contract OPR 2023-0331 (IPWQ 5809-23) | Base Year Period | First Option | Second Option | Third Option |
|--|------------------|-----------------------|---------------|--------------|
| <p>"Vacuum Sand Services" Total Cost inclusive of tax (Reference Page 2, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p> | \$17,075.94 | \$17,587.94 | \$18,114.94 | \$18,659 |
| <p>"Water Wash Air Cooled Condensers" Total Cost inclusive of tax (Reference Page 3, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p> | \$21,745.50 | \$22,397.50 | \$23,069.50 | \$23,761 |
| <p>"Vacuum Sump and Water Jet Transfer Line In The Ash House" Total Cost inclusive of tax (Reference Page 4, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p> | \$3,316.60 | \$3,415.60 | \$3,517.60 | \$3,623 |
| <p>"Vacuum Carbon Room and Overflow Areas (Coordinated with Boiler Outage)" Total Cost inclusive of tax (Reference Page 5, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p> | \$3,558.85 | \$3,664.85 | \$3,774.85 | \$3,887 |
| <p>"Vacuum Scale Pits" Total Cost inclusive of tax (Reference Page 6, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p> | \$3,558.85 | \$3,664.85 | \$3,774.85 | \$3,887 |
| <p>Big Sky Industrial 9711 W. Euclid, Spokane WA 99224 Brian Rochell Phone 509 953 1213 brian@bigsky.pro</p> | NAME | Mr. Brian Rochelle | | |
| | SIGNATURE | <i>Brian Rochelle</i> | | |
| | DATE | 1/12/2026 | | |



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: ROCHELLE CONSTRUCTION SERVICES, INC.

Business name: ROCHELLE CONSTRUCTION SERVICES, INC.

Entity type: [Profit Corporation](#)

UBI #: 603-423-294

Business ID: 001

Location ID: 0001

Location: Active

Location address: 23110 N WHISPERING PINES RD
COLBERT WA 99005-9766

Mailing address: PO BOX 585
COLBERT WA 99005-0585

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 |
|---|-----------|-------|---------|--------|-----------------|---------------------|
| Newport General Business - Non-Resident | | | | Active | Mar-31-2026 | Mar-13-2025 |
| Ritzville General Business - Non-Resident | | | | Active | Mar-31-2026 | Mar-05-2025 |
| Spokane General Business - Non-Resident | | | | Active | Jul-31-2026 | Jul-26-2017 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| ROCHELLE, BRIAN | |

Registered Trade Names

| Registered trade names | Status | First issued |
|--------------------------------|--------|--------------|
| BIG SKY INDUSTRIAL | Active | Jul-12-2023 |
| BIG SKY INDUSTRIAL SERVICES | Active | Oct-06-2021 |
| ROCHELLE CONSTRUCTION SERVICES | Active | Jul-29-2025 |

The Business Lookup information is updated nightly. Search date and time: 1/7/2026 8:36:13 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Blasingame Insurance, 200 North Argonne, Spokane Valley, WA 99212. CONTACT NAME: Jannel E. Louie, jannel@blasingameins.com. INSURER(S): Selective Insurance Company of America (12572), Capitol Specialty Insurance (10328).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Rented Equipment, and Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder, its officers and employees as additional insured per forms attached. RE: Vacuum Support Services at the WTE per PW ITB 5098-19 Additional Insured

CERTIFICATE HOLDER CANCELLATION

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: [Signature]

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2566544

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction 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".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction 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 the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction 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 General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** 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 General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

20000FS 2566544 371

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

| DESCRIPTION | PAGE FOUND |
|--|------------|
| Additional Insureds — Primary and Non-Contributory Provision | Page 8 |
| Blanket Additional Insureds — As Required By Contract | Page 5 |
| <ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits | |
| Broad Form Vendors Coverage | Page 7 |
| Damage To Premises Rented To You (Including Fire, Lightning or Explosion) | Page 3 |
| Electronic Data Liability (\$100,000) | Page 4 |
| Employee Definition Amended | Page 9 |
| Employees As Insureds Modified | Page 5 |
| Employer's Liability Exclusion Amended (Not applicable in New York) | Page 3 |
| Incidental Malpractice Exclusion modified | Page 8 |
| Knowledge of Occurrence, Claim, Suit or Loss | Page 8 |
| Liberalization Clause | Page 8 |
| Mental Anguish Amendment (Not applicable to New York) | Page 10 |
| Newly Formed or Acquired Organizations | Page 5 |
| Non-Owned Aircraft | Page 3 |
| Non-Owned Watercraft (under 60 feet) | Page 3 |
| Not-for-profit Members — as additional insureds | Page 5 |
| Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York) | Page 9 |
| Products Amendment (Medical Payments) | Page 4 |
| Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000) | Page 4 |
| Two or More Coverage Parts or Policies Issued By Us | Page 9 |
| Unintentional Failure to Disclose Hazards | Page 8 |
| Waiver of Transfer of Rights of Recovery (subrogation) | Page 8 |
| When Two or More Coverage Parts of this Policy Apply to a Loss | Page 3 |

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CG 73 00 10 23
Page 1 of 10

INSURED'S COPY

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

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

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises 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**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

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

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 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.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments
Not-for-Profit Organization Members**

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with 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. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

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

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

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

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

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

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

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

2. Other Additional Insureds

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

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

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

c. Mortgagees, Assignees or Receivers

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

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

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

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

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

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

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

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

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

- B.** The insurance coverage afforded to the additional insureds in this coverage extension:
 - 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
 - 2. Only applies to the extent permitted by law; and
 - 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

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

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

The requirements under this paragraph do not apply until after the "occurrence" or offense 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;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

Waiver Of Transfer Of Rights Of Recovery

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

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14**. "Personal and advertising injury":

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

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

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

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

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

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"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, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17**. "Property damage" is deleted in its entirety and replaced by the following:

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, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5**. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with 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. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. 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;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - **Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to SECTION II, B.4. - **Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, SECTION II, B.5. - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to SECTION II, B.6. - **Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

- 1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
- 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

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

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

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

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

- 1. It is required in the written contract, written agreement or written permit identified in this section;
- 2. It is permitted by law; and
- 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - **Who Is An Insured:**

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.

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.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "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".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" 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;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

“Social Service Van or Bus” means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

“Telematic Device” includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

“Volunteer worker” means a person who is not your “employee” and who donates their work and acts at the direction of you 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.

20000FS 2566544 559

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

| | | | |
|---|---|-------------------------|---------------|
| | | Date Rec'd | 2/2/2026 |
| | | Clerk's File # | OPR 2022-0257 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | SOLID WASTE DISPOSAL | Bid # | IRFP 5528-21 |
| Contact Name/Phone | TRACE 625-6524 | Requisition # | CR 28299 |
| Contact E-Mail | TBRADBURN@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | KKLITZKE | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | CONTRACT RENEWAL FOR CHEMICAL MANAGEMENT SERVICES | | |

Agenda Wording

Contract renewal 3 of 3 with Nalco Company, LLC (Spokane, WA) for chemical management services at the Waste to Energy Facility from 4/1/26-3/31/27 and a total cost not to exceed \$57,000.00.

Summary (Background)

The Waste to Energy Facility's boiler and component cooling water system requires chemical management and treatment for all water required to protect the boiler and components. On Feb. 16, 2022, bidding closed on IRFP 5528-21 for these services. Based on their response, Nalco Company, LLC. was awarded a two-year contract with the possibility of three additional one-year renewals. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

| | |
|--|--------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 57,000.00 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| This is a chemical and lab supply expense that is planned for annually in the Solid Waste Disposal budget. | |
| Amount | |
| Budget Account | |
| Expense | \$ 57,000.00 |
| Select | # 4490-44100-37148-53203 |
| Select | # |
| Funding Source Recurring | |
| Funding Source Type Program Revenue | |
| Is this funding source sustainable for future years, months, etc? | |
| Yes | |
| Expense Occurrence | Recurring |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| Approvals | |
| Additional Approvals | |
| Dept Head | BRADBURN, TRACE |
| PURCHASING | WAHL, CONNIE |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Zachary Singer, zachary.singer@ecolab.com | mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org | tprince@spokanecity.org |
| rrinderle@spokanecity.org | |
| | |
| | |



CITY OF SPOKANE
CONTRACT RENEWAL No. 3 of 3
**Title: Chemical Management Program and
Treatment Chemicals per IRFP 5528-21**

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Nalco Company, LLC**, whose address is 421 West Riverside Avenue, Suite 770, Spokane, Washington 99201 as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Water Treatment Service in the Water Treatment Analysis, Evaluation, Monitoring and Issuance of Recommendations with Support Logic for the WTEF; and

WHEREAS, the original Contract allowed for three (3) one-year additional renewals, this being renewal number three (3), therefore this contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 6, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 1, 2026, and shall end March 31, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIFTY-SEVEN THOUSAND AND 00/100 (\$57,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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.

NALCO COMPANY, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – 3rd Renewal Pricing dated December 12, 2025

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |

EXHIBIT B



PURCHASING DEPARTMENT NELSON TEAM
 915 N. NELSON ST
 Spokane, WA 99202
 Phone 509 625 6527

CHEMICAL MANAGEMENT PROGRAM AND TREATMENT CHEMICALS
 Service Contract OPR 2022-0257

| | 2- Year Base Year Period | 1st Renewal Period | 2nd Renewal Period | 3rd Renewal Period |
|--|----------------------------|----------------------------|----------------------------|----------------------------|
| | 4/1/2022 Through 3/31/2024 | 4/1/2024 Through 3/31/2025 | 4/1/2025 Through 3/31/2026 | 4/1/2026 Through 3/31/2027 |
| Boiler, Steam and Condensate Systems | | | | |
| The estimated annual operating chemical cost for treating the boiler and steam system, is broken down by functionality as follows: | Cost | Cost | Cost | Cost |
| Boiler Corrosion and Scale Inhibitors Boiler | \$15,287.11 | \$18,000.00 | \$18,720.00 | 19,281.60 |
| Feedwater Oxygen Scavenger | \$7,987.89 | \$11,784.04 | \$12,255.44 | 12,623.10 |
| Steam and Condensate Treatment | \$6,945.60 | \$9,456.00 | \$9,834.24 | 10,129.27 |
| Cooling Water Closed Loop Treatment | \$589.40 | \$700.00 | \$728.00 | 749.84 |
| Testing Reagents, labware, equipment | \$3,000.00 | \$4,600.00 | \$4,784.00 | 4927.52 |
| Analytical and Resin Analysis | Included | Included | Included | included |
| Corrosion Coupon Analysis Program | Included | Included | Included | included |
| SUBTOTAL | \$33,810.00 | \$44,540.04 | \$46,321.68 | 47,711.33 |

Chemical Deliveries

Nalco Zero Defect Delivery Service – Nalco will handle all chemical deliveries into the facility using our Zero Defect Delivery Service. WTEF employees will not handle any of the boiler chemicals. This continues eliminating the risk of employee exposure to these chemistries. Product offloads of Nalco 356 and Nalco Eliminox will be 200 gallons each. The BT-2610 offloads will be 400 gallons each. All of the chemistry will be transferred by the Nalco Certified Delivery Specialist into either Stainless Steel Nalco Portafeed Units or your BT-2610 Bulk Tank.

Project Option:

Nalco has recommended the use of a novel sidestream filter to continuously remove iron particulate in the CCW system to continue to prevent fouling of small diameter closed cooling water lines as well as heat exchange surfaces. This piece of equipment is a 3-in-1 tool (magnetic iron trap, particulate filter, and chemical shot-pot feeder). The cost of the equipment would be built into the first year of the contract, with the cost dropping off at the 2nd year. I have included a cutsheet of this equipment on the following page for WTEF review. This would replace the current shot-pot feeder that already exists off the CCW pumps. Nalco would supply and help start up the filter system. WTEF would be responsible for installation and subsequent maintenance on the filter (filter cartridge change-outs).

| | | | | |
|--|-------------------|-------------------|--------------------|------------------|
| X-POT Compact SideStream Filter | Cost | Cost | Cost | Cost |
| Filter Cartridges (5 x 50 micron, 5 x 20 micron) | \$6,256.00 | \$6,256.00 | \$7,890.60 | 8,127.32 |
| | \$1,740.00 | \$1,740.00 | \$2,390.00 | 2461.70 |
| SUBTOTAL | \$7,996.00 | \$7,996.00 | \$10,280.60 | 10,589.02 |

Nalco Company LLC
 421 West Riverside Ave, Suite 770
 Spokane, Washington 99201
 Phone 509 928 7713
 Zachary J. Singer, Account Manager
 Cell 509 741 9221
zachary.singer@ecolab.com

Two-Year Base Pricing
 Per NALCO response to
 IRFP 5528-21

NAME: Mr. Zachary Singer

SIGNATURE: *Zachary Singer*

DATE: 12/12/2025



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: NALCO COMPANY LLC

Business name: NALCO COMPANY LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-516-883

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1601 W DIEHL RD
NAPERVILLE IL 60563-0130

Mailing address: 1 ECOLAB PL
EGH-13
SAINT PAUL MN 55102-2739

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 |
|--|-----------|-------|---------|--------|-----------------|---------------------|
| Bellingham General Business | 067385 | | | Active | | Jan-23-2020 |
| Hoquiam General Business - Non-Resident | | | | Active | Jan-31-2027 | Mar-10-2023 |
| Longview General Business - Non-Resident | 552861 | | | Active | Jan-31-2027 | Jan-28-2020 |
| Olympia General Business - Non-Resident | 39995 | | | Active | Jan-31-2027 | Jan-27-2020 |
| Shelton General Business - Non-Resident | 0068580 | | | Active | Jan-31-2027 | Feb-11-2020 |
| Snoqualmie General Business - Non-Resident | | | | Active | Jan-31-2027 | Sep-18-2023 |
| Spokane General Business - Non-Resident | | | | Active | Jan-31-2027 | Mar-19-2020 |
| Vancouver General Business - Non-Resident | | | | Active | Jan-31-2027 | Jan-27-2023 |
| Woodland General Business - Non-Resident | | | | Active | Jan-31-2027 | Mar-10-2023 |
| Yakima General Business - Non-Resident | | | | Active | Jan-31-2027 | Sep-22-2021 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| BOONE, JANDEEN M. | |
| CORONA, THERESA E. | |
| DONG, YOUHAO | |

Registered Trade Names



| Registered trade names | Status | First issued |
|--------------------------------|--------|--------------|
| NALCO WATER | Active | Mar-24-2021 |
| NALCO WATER, AN ECOLAB COMPANY | Active | Mar-24-2021 |

The Business Lookup information is updated nightly. Search date and time: 2/2/2026 11:05:18 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





ADDITIONAL REMARKS SCHEDULE

| | | | |
|-------------------------|-----------|---|--|
| AGENCY MARSH USA LLC | | NAMED INSURED Ecolab Inc. Nalco Company LLC 1 Ecolab Place St. Paul, MN 55102 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Ecolab Inc.
 December 1, 2025-2026
 Certificate Description of Operations Language
 Named Insured: coverage under the policies shown above apply to Ecolab Inc., its subsidiaries, and business units including but not limited to the following:

- | | |
|--------------------------------|---|
| Ecolab Inc. | Nalco Company LLC |
| 1 Ecolab Place | 1601 West Diehl Road |
| St. Paul, MN 55102 | Naperville, IL 60563 |
| | |
| Bioquell Inc. | Abednego Environmental Services, LLC |
| Chemstar | Cascade Water |
| Ecolab Production LLC | ChemStaff |
| Ecolab USA | Folttec, LLC |
| Ecolab U.S. 2 Inc. | Nalco Holding Company |
| EcoSure | Nalco Industrial Outsourcing |
| Ecovation, Inc. | Nalco Production LLC |
| Food Protection Services LLC | Nalco U.S. 1 LLC |
| Food Safety Specialists, Inc. | Nalco U.S. 2 LLC |
| FPS Region 3 LLC | Nalco Water |
| Kay Chemical | Nalco Water Pretreatment Solutions, LLC |
| Lobster Ink US, Inc | Barclay Water Management, Inc. |
| Pest Elimination | |
| Pest Management Services, Inc. | |
| Research Fumigation Co., LLC | |
| Royal Pest Solutions, Inc. | |
| Swisher | |
| Purolite LLC | |

Additional Insured: Where required by written contract executed prior to loss, the certificate holder and any person or organization are included as additional insured on the auto liability, general liability and umbrella liability policies. The following endorsements are attached to the policies shown above:

- General Liability (Premises/Ongoing Operations) and General Liability (Products/Completed Operations)
- Additional Insured-Vendors CG 20 15
- Additional Insured-Primary and/or Non-Contributory Insurance 74434 (Premises/Ongoing Operations); 94955 (Products/Completed Operations)
- General Liability (Premises/Ongoing Operations)
- Additional Insured-Owners, Lessees or Contractors - Scheduled Person or Organization CG 20 10
- Additional Insured-Managers or Lessors of Premises CG 20 11
- Additional Insured-State of Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations CG 20 12
- Additional Insured-Designated Person or Organization CG 20 26
- Additional Insured-Lessor of Leased Equipment Automatic Coverage CG 20 34
- Additional Insured-Owners, Lessees or Contractors-Automatic Status When Requirement in Construction Agreement with You CG 20 33
- Additional Insured-Owners, Lessees or Contractors-Automatic Status for Other Parties When Required in Written Construction Agreement CG 20 38
- General Liability (Products/Completed Operations)
- Additional Insured-Where Required Under Contract or Agreement 94954
- Additional Insured-Owners, Lessees or Contractors-Completed Operations CG 20 37
- Automobile Liability
- Additional Insured-Where Required Under Contract or Agreement 87950
- Lessor-Additional Insured and Loss Payee CA 20 01
- Insurance Primary and/or Non-Contributory as to Certain Additional Insureds 74445



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--------------------------------|------------------|--|--|
| AGENCY MARSH USA LLC | | NAMED INSURED Ecolab Inc. Nalco Company LLC 1 Ecolab Place St. Paul, MN 55102 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Waiver of Subrogation: Where required by written contract executed prior to loss, waiver of subrogation is granted on the auto liability, general liability, workers' compensation, and umbrella liability policies. The following endorsements are attached to the policies shown above:

General Liability (Premises/Ongoing Operations) and General Liability (Products/Completed Operations): Waiver of Transfer of Rights of Recovery Against Others to Us CG 24 04

Automobile Liability: Waiver of Transfer of Rights of Recovery Against Others to Us 62897

Workers' Compensation & Employers Liability: Waiver of Our Right to Recover from Others WC000313

Notice of Cancellation: The following endorsements are attached to the policies shown above:

General Liability (Premises/Ongoing Operations), General Liability (Products/Completed Operations) and Automobile Liability: Limited Advice of Cancellation to Scheduled Entities 108538

Workers' Compensation & Employers Liability: Limited Advice of Cancellation Provided Via Email to Entities Other Than the Named Insured

Pesticide or Herbicide Applicator Coverage CG 22 64 is attached to the general liability (premises) liability policy shown above

Blended Pollution Endorsement is attached to the general liability (premises) policy shown above

Waiver of Governmental Immunity Endorsement CG 24 14 is attached to the general liability (premises) policy shown above

Alternate Employer Endorsement WC 00 03 01, WC 00 03 01 A are attached to the workers' compensation policies shown above

Longshore and Harbor Workers' Compensation Act Coverage Endorsement WC 00 01 06 A is attached to the workers' compensation policies shown above

Maritime Coverage Endorsement WC 00 02 01 B (Jones Act) is attached to the workers' compensation policies shown above.

Outer Continental Shelf Lands Act Coverage Endorsement WC 00 01 09 C is attached to the workers' compensation policies shown above.

Commercial General Liability policy includes ISO standard Separation of Insureds clause.

Umbrella policy territory is WORLDWIDE. Coverage applies excess of retained amounts. This retained limit can be satisfied either through insurance or paid by Ecolab.

Limits shown are in US Dollars (USD)

The insurance evidenced herein and in the referenced policies is not intended to provide coverage beyond that required by written contract, beyond the Named Insured's indemnification obligations or at law.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2025 forms a part of

Policy No. 018-01-7429 issued to ECOLAB INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 12/01/2025 forms a part of

Policy No. 018-01-7429 issued to ECOLAB INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

AS REQUIRED BY WRITTEN CONTRACT

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **First Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **First Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**.

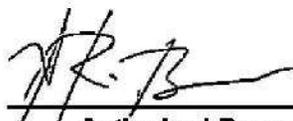
Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **First Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2025
forms a part of Policy No. 018-01-7429
issued to ECOLAB INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

COVERAGE FOR ADDITIONAL INSURED ON PRIMARY AND/OR NONCONTRIBUTORY BASIS WHERE
REQUIRED BY AGREEMENT EXECUTED PRIOR TO LOSS



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2025
forms a part of Policy No. 018-01-7429
issued to ECOLAB INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| <p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO; PER THE CONTRACT OR AGREEMENT</p> | <p>PER THE CONTRACT OR AGREEMENT</p> |

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 12/01/2025 forms a part of

Policy No. CA 18017433 issued to ECOLAB INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

AS REQUIRED BY WRITTEN CONTRACT

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **First Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **First Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **First Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2025 forms a part of

policy No. 018-01-7433 issued to ECOLAB INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Section IV - Products/Completed Operations Liability Conditions, 4. - Other Insurance, a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



**Authorized Representative or
Countersignature (in States Where
Applicable)**

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

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

| |
|--|
| Name Of Person(s) Or Organization(s): |
| ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY PURSUANT TO THE TERMS OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - 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 CONTRACTUALLY REQUIRING STATUS AS AN ADDITIONAL INSURED FOR ONGOING OPERATIONS YOU PERFORM FOR THEM. | ALL AS REQUIRED BY CONTRACT. |

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2025

forms a part of Policy No. 018-01-7431

issued to ECOLAB INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

AS REQUIRED BY WRITTEN CONTRACT

AS REQUIRED BY WRITTEN CONTRACT

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **First Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **First Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **First Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2025
forms a part of Policy No. 018-01-7431
issued to ECOLAB INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



**Authorized Representative or
Countersignature (in States Where
Applicable)**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

| |
|--|
| <p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY PURSUANT TO THE TERMS OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO WITH SUCH A PERSON OR ORGANIZATION</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2025 forms a part of Policy No. WC 018-01-7437

Issued to ECOLAB INC.

By A I U INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2025 forms a part of Policy No. WC 018-01-7437

Issued to ECOLAB INC.

By A I U INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by _____



Authorized Representative



DATE: December 1, 2025
TO: Ecolab Associates, Customers & Others
SUBJECT: PROOF OF INSURANCE FOR ECOLAB INC.

Ecolab is a global, diversified, investment grade company with annual sales of \$16B to nearly three million customer locations in more than 170 countries globally, assets of \$23B, shareholder's equity of \$9B and a market capitalization over \$78B. Ecolab has comprehensive insurance coverage and the financial ability to retain significant risk which we do via high deductible insurance plans or self-insurance.

Ecolab insurance coverage applies to all Ecolab subsidiaries and business units. A summary of our standard coverage and limits is as follows:

Business Automobile Liability

\$ 5,000,000 combined single limit

Commercial General Liability

\$ 2,000,000 each occurrence premises / ongoing operations

\$ 5,000,000 general aggregate premises / ongoing operations

\$ 5,000,000 each occurrence products / completed operations

\$15,000,000 aggregate products / completed operations

Umbrella / Excess Liability

\$ 10,000,000 each occurrence

Workers' Compensation and Employers' Liability

Statutory Workers' Compensation

\$ 2,000,000 Employers Liability each accident, disease, employee

Proof of Ecolab coverage, via a Memorandum of Insurance (MOI), is also available seven days a week / 24 hours a day by accessing our brokers website listed below:

<http://www.marsh.com/moi?client=0894>

The MOI provides the same coverage information as a certificate of insurance and provides for others to be additional insured where required by written contract.

Ecolab's insurance coverage is comprehensive and designed to meet Ecolab's global coverage needs. Ecolab's coverage may not meet the specific insurance requests made by our customers or others.

Ecolab issues a standard Memorandum or Certificate of Insurance as our proof of insurance which contains our language in the Description of Operations and Additional Remarks Schedule. Ecolab does not use certificate or endorsement language provided by customers, landlords, management companies or others. Ecolab does not provide copies of our insurance policies.

Below are the most common requests where we may need to provide further clarification or request a variance or waiver from insurance requests by our customers and others.

1. Additional insured- Ecolab grants Additional Insured status through the use of blanket policy endorsements where required by written contract, rather than individually naming individual entities on customized certificates. As stated at the top of the certificate, the COI conveys no legal rights; therefore, naming an individual entity on the COI form does not provide any Additional Insured coverage status in and of itself. Instead, our blanket endorsements extend Additional Insured status to "any person or organization contractually requiring status as an additional insured for ongoing operations you [Ecolab / Nalco] perform for them". This means that as soon as both Ecolab and any external party have fully executed a signed contract, the legal status of the external party as an Additional Insured is immediately granted per written contract regardless of what appears on the COI.
2. Broad Form Property Damage is part of the Commercial General Liability coverage for real property under our care, custody or control. A separate endorsement is not necessary to evidence this coverage.
3. Contractual liability coverage is automatically part of the Commercial General Liability policy and does not need to be indicated on the certificate, nor is a separate endorsement necessary or provided.
4. Contractor Pollution Liability (CPL) / Environmental Pollution Liability / Pollution Legal Liability (PLL) coverage are not separate policies purchased by Ecolab. Pollution Coverage for Sudden and Accidental occurrences is provided as part of the Commercial General Liability and Umbrella coverages. Ecolab does not purchase a separate pollution liability policy. Ecolab does have "Time Element / Named Perils" pollution coverage for "Sudden & Accidental" incidents under the General Liability and Umbrella Liability coverage.
5. Crime insurance / Fidelity Bond for third parties is not purchased by Ecolab. Ecolab self-insures this crime / fidelity bond exposure.
6. Deductibles range from \$1M to \$5M depending on the coverage.
7. Follows form umbrella coverage is not part of the Ecolab umbrella coverage. The Ecolab umbrella coverage is on a retained limits basis and is as broad as the primary general liability and product liability coverage. The umbrella is excess of the primary auto liability, general liability, products liability, and employers' liability retained amounts.
8. Insurance coverage or insurance company selection. Ecolab retains sole discretion regarding the selection of insurance companies, coverage, limits, deductibles, forms, endorsements, etc. Ecolab coverage is provided by insurers with AM Best ratings of A or higher.

9. Longshore and Harbor Workers / Maritime / Jones Act / Outer Continental Shelf Act coverage is provided on the Workers' Compensation coverage by endorsement.
10. Medical payments coverage is not purchased by Ecolab as part of the Commercial General Liability; Ecolab is self-insured for this.
11. Notice of Cancellation language is as provided on the standard ACORD certificate form and is in accordance with our policy provisions; at least 30 days' notice is provided except 10 days for non-payment of premium. Notices of non-renewal, change, reduction in limits are not provided by Ecolab or our insurers.
12. Per Project or Specific Location limits are not provided under the Commercial General Liability coverage as Ecolab has aggregate limits on a "per policy" basis.
13. Commercial General Liability policy includes standard ISO Separation of Insureds clause.
14. Primary and Non-Contributory coverage is provided as part of the Commercial General Liability coverage by endorsement Additional Insured-Primary Insurance, where required by written contract.
15. Project names, property addresses, or contract numbers are not specifically indicated as our coverage is on a blanket basis and follows Ecolab wherever we are and is not customer, project, or location specific.
16. Professional Liability (errors and omissions) is not applicable as Ecolab's scope of work does not involve professional design or engineering. Our General or Product Liability insurance provides coverage when our service or products cause bodily injury or property damage.
17. Property insurance for owned or rented tools and equipment within our \$10M deductible is self-insured.
18. Umbrella Liability coverage is provided on a global (U.S., Canada, and rest of world) basis and evidenced on our certificates as required. Umbrella is excess of the primary general liability, products liability, auto liability, and employer's liability retained amounts. This retained limit can be satisfied either through insurance or paid by Ecolab.
19. Waiver of subrogation is provided on the auto liability, general liability, umbrella liability, and workers' compensation policies, where required by written contract executed prior to loss, unless prohibited by law.
20. XCU (Explosion, Collapse and Underground) coverage is part of the Commercial General Liability coverage and a separate endorsement is not necessary to evidence this coverage.

Should there be questions regarding Ecolab's insurance coverages, please send them to the email indicated below:

riskmgmt@ecolab.com

For service-related questions for Ecolab Pest Elimination, please contact Ecolab's Customer Service Center at the email address or phone number listed below:

Pest Elimination Customer Svc

pest@ecolab.com

800.325.1671

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

| | | | |
|---|---|--------------------------|----------------|
| | | Date Rec'd | 2/2/2026 |
| | | Clerk's File # | OPR 2022-0168 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | SOLID WASTE DISPOSAL | Bid # | PW ITB 5537-21 |
| Contact Name/Phone | TRACE 625-6524 | Requisition # | CR 28289 |
| Contact E-Mail | TBRADBURN@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | KKLITZKE | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? YES | |
| Agenda Item Name | CONTRACT RENEWAL FOR SCAFFOLDING SERVICES | | |

Agenda Wording

Contract renewal 4 of 4 with BrandSafway Services, LLC. (Spokane, WA) for scaffolding services at the Waste to Energy Facility from 4/1/26-3/31/27 and a total cost not to exceed \$870,000.00, plus tax.

Summary (Background)

During scheduled and emergency outages at the Waste to Energy Facility, scaffolding must be placed in the boilers to allow safe access for repairs. On Jan. 10, 2022, bidding closed on PW ITB 5537-21 for these scaffolding services and BrandSafway Services, LLC., was the only respondent.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

| | |
|--|-------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 870,000.00 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| This is an equipment repair and maintenance expense that is planned for annually in the Solid Waste Disposal budget. | |
| Amount | |
| Budget Account | |
| Expense | \$ 870,000.00 |
| Select | # |
| Funding Source Recurring | |
| Funding Source Type Program Revenue | |
| Is this funding source sustainable for future years, months, etc? | |
| Yes | |
| Expense Occurrence | Recurring |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| Approvals | |
| Additional Approvals | |
| Dept Head | BRADBURN, TRACE |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Jorge Torres, jtorres4@brandsafway.com | mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org | tprince@spokanecity.org |
| rrinderle@spokanecity.org | |
| | |
| | |



City of Spokane
CONTRACT RENEWAL 4 of 4
Title: SCAFFOLDING SERVICES FOR SCHEDULED OUTAGES AND EMERGENCY OUTAGES - PW ITB 5537-21

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 6206 East Trent Avenue, building No. 3, Suite A, Spokane, Washington 99212, 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 Scaffolding Services for Scheduled Outages and Emergency Outages for the City; and

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the fourth of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 17, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2026, and shall run through March 31, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **EIGHT HUNDRED SEVENTY THOUSAND AND 00/100 (\$870,000.00)**, plus tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

**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.

| | |
|---|--|
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print) |
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature |
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print) | <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print) |



CITY OF SPOKANE - Purchasing Center
 915 N. Nelson Street SPOKANE, WA 99202
 PHONE 509 625 6527

| OPR 2022-0168 Scaffolding Services | Base Period | 1st Renewal | 2nd Renewal | 3rd Renewal | 4th Renewal |
|--|---|--|--|---|---|
| | 4/1/2022 Through 3/31/2023 | 4/1/2023 Through 3/31/2024 | 4/1/2024 Through 3/31/2025 | 4/1/2025 Through 3/31/2026 | 4/1/2026 Through 3/31/2027 |
| Item | Firm, Fixed Price | Firm, Fixed Price | Firm, Fixed Price | Firm, Fixed Price | Firm, Fixed Price |
| Set up/mobilization/demobilization cost | \$3,850.00 | \$4,042.50 | \$4,184.00 | \$4,476.00 | \$4,700.00 |
| Hourly rate per Journeyman Scaffolder | | | | | |
| Standard Time | \$81.00 | \$84.24 | \$87.19 | \$93.25 | \$97.91 |
| Overtime: | \$106.00 | \$139.62 | \$114.10 | \$121.50 | \$127.58 |
| Double Time: | \$134.25 | \$139.62 | \$144.51 | \$151.75 | \$159.34 |
| Hourly rate Scaffolder | | | | | |
| Standard Time | \$73.25 | \$76.18 | \$78.85 | \$83.50 | \$87.68 |
| Overtime: | \$97.75 | \$101.66 | \$105.22 | \$111.75 | \$117.34 |
| Double Time: | \$126.00 | \$131.04 | \$135.63 | \$142.25 | \$149.36 |
| Stand by time cost (if any) | N/A - Local Branch in Spokane 2.5 hour response time | N/A - Local Branch in Spokane 2.5 hour response time | N/A - Local Branch in Spokane 2.5 hour response time | N/A - Local Branch in Spokane 2.5 hour response time | N/A - Local Branch in Spokane 2.5 hour response time |
| Other cost (please explain) | \$66 per day per man per diem, hotel cost plus 5% for traveler only *if applicable. | \$68.50 per day per man per diem, hotel cost plus 5% for traveler only *if applicable. | \$68.50 per day per man per diem, hotel cost plus 5% for traveler only *if applicable. | \$90 per day per man per diem, hotel cost plus 5% for traveler only *if applicable. | \$ 94.50 per day per man per diem, hotel cost plus 5% for traveler only *if applicable. |
| Brandsafway Services, LLC 1523 Hillsboro Ave Pasco, WA 99301 Jordan Rada JRada@brandsafway.com 1 509 534 2730 Work 1 509 302 3301 Cell | Base Pricing was per Brandsafway Services response to PW ITB 5537-21 | NAME | Jordan Rada | | |
| | | SIGNATURE | <i>Jordan Rada</i> | | |
| | | DATE | 11.03.2025 | | |



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: BRANDSAFWAY SERVICES LLC

Business name: SAFWAY SERVICES, LLC

Entity type: [Limited Liability Company](#)

UBI #: 601-577-044

Business ID: 001

Location ID: 0005

Location: Active

Location address: 6206 E TRENT AVE STE A BLDG 3
SPOKANE VALLEY WA 99212-5013

Mailing address: 6206 E TRENT AVE
STE 3A
SPOKANE VALLEY WA 99212-5013

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

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

Endorsements

| Endorsements held at this location | License # | Count | Details | Status | Expiration date | First issuance date |
|---|-----------|-------|---------|--------|-----------------|---------------------|
| Spokane General Business - Non-Resident | | | | Active | Nov-30-2026 | Feb-06-2024 |
| Spokane Valley General Business | | | | Active | Nov-30-2026 | Aug-21-2023 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|--------------------------|-------|
| BRUSH, GRAHAM | |
| HEATH, ROBERT | |
| LACY, RON | |
| MONDAY, JEFFREY | |
| MUELLER, TERESA | |
| SAFWAY GROUP HOLDING LLC | |

Registered Trade Names

| Registered trade names | Status | First issued |
|--------------------------|--------|--------------|
| BRANDSAFWAY SERVICES LLC | Active | Oct-09-2023 |
| SAFWAY SERVICES | Active | Dec-08-2025 |
| SAFWAY SERVICES LLC | Active | Aug-29-2025 |

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/17/2025 7:58:52 AM



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Agreed 3/23/15; Insulation Maintenance; City of Spokane Waste to Energy Facility, Spokane, WA 99224. Job Start Date: 03/17/2015 General Liability does not contain Explosion, Collapse or Underground exclusions. City of Spokane, its officers and employees are included as Additional Insureds under the General Liability and Automobile Liability policies with respect to work performed by the Named Insured when required by written contract, agreement or permit and executed prior to the loss. Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation. Statutory coverage for all states other than the Monopolistic states is also included.

ADDITIONAL INSURED - OWNERS, LESSEE OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION AND COMPLETED OPERATIONS - CS2020 05 04

| | | | |
|---|-----------------------------------|---|-------------------------------|
| Named Insured Brand Industrial Services, Inc. | | | Endorsement Number 74 |
| Policy Symbol HDO | Policy Number HDO G49359901 | Policy Period 9/30/2025 TO 9/30/2026 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization for whom you have agreed to include as an additional insured under a written contract, written agreement or written permit — provided such contract, agreement or permit was executed prior to the loss.

A. Section II — WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule above whom you are required to include as an additional insured on this policy, under a written contract, agreement or permit (Written Contract) but the Written Contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to loss.

B. The following additional provisions shall apply to the additional insured:

1. That person or organization is only an additional insured if held vicariously liable for "bodily injury", "property damage", or "personal and advertising injury" as the sole result of your negligence, specifically caused by "your work" for the additional insured which is the subject of the Written Contract. No coverage applies to liability resulting from the negligence of the additional insured.
2. Should a "suit" against the additional insured allege liability arising out of the negligence of both the additional insured and you the additional insured shall not be entitled to a defense under this policy, but the additional insured shall be entitled to reimbursement under this policy for monetary damages that the additional insured is legally obligated to pay in satisfaction of a judgment in the percentage that the jury or other fact finder assesses against the additional insured under a theory of vicarious liability as recorded on a special verdict form submitted to the applicable fact finder.
3. The Limits of Insurance applicable to the additional insured are the minimum limits required by the Written Contract or those shown in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
4. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the Written Contract.

**ADDITIONAL INSURED - OWNERS, LESSEE OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION
AND COMPLETED OPERATIONS - CS2020 05 04**

5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineers, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, show drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

6. The insurance afforded to the additional insured described above only applies to the extent permitted by law.

C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

1. The following is added to Duties In The Event of Occurrence, Offense, Claim or Suit:

- a. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an "occurrence" or an offense to us which may result in a claim or "suit" under this insurance:
 - (2) Unless the Written Contract requires this Coverage Part to be primary or primary noncontributory, tender the defense and indemnity of any claim or "suit" to any other Insurer which also has insurance for a loss we cover under this Coverage Part; and
 - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- b. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/2/2026

Clerk's File #

OPR 2023-0419

Cross Ref #**Project #****Council Meeting Date:** 03/02/2026**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

IPWQ 5863-23

Contact Name/Phone

TRACE 625-6524

Requisition #

CR 28291

Contact E-Mail

TBRADBURN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

CONTRACT RENEWAL FOR LANDFILL NOXIOUS WEED ABATEMENT

Agenda Wording

Contract renewal 2 of 2 with Woodland Resource Services, Inc. (Ellensburg, WA) for noxious weed abatement at the City's Northside and Southside Landfills from 4/15/26-4/14/27 and a total cost not to exceed \$45,938.05, plus tax.

Summary (Background)

The City is required to perform noxious weed abatement for 345 acres of the Northside Landfill and 72 acres of the Southside Landfill. On March 23, 2023, bidding closed on IPWQ 5863-23 for this vegetative maintenance service. Woodland Resource Services, Inc. was the low cost bidder and awarded a two-year contract with the option of two additional one-year renewals. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

| | |
|--|--------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? YES | |
| Total Cost | \$ 45,938.05 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| This is a vegetative maintenance service expense that is planned for annually in the Solid Waste Disposal Landfill budget. | |
| Amount | |
| Budget Account | |
| Expense \$ 17,513.58 | # 4530-44800-53748-54212 |
| Expense \$ 17,513.58 | # 4530-44850-53748-54212 |
| Expense \$ 10,910.90 | # 4530-45600-53748-54212 |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Funding Source Recurring | |
| Funding Source Type Program Revenue | |
| Is this funding source sustainable for future years, months, etc? | |
| Yes | |
| Expense Occurrence | Recurring |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| Approvals | |
| Additional Approvals | |
| Dept Head | BRADBURN, TRACE |
| PURCHASING | WAHL, CONNIE |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Erik Mullenix, erik@gowrs.com | mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org | tprince@spokanecity.org |
| rrinderle@spokanecity.org | |
| | |
| | |



City of Spokane
CONTRACT RENEWAL #2 of 2
Title: Vegetative Maintenance Agreement

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Woodland Resource Services, Inc.**, whose address is 1063 Emerson Road, Ellensburg, Washington 98926, as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Vegetative Maintenance for the property located at Northside (7202 West Nine Mile, Spokane, WA) and Southside Landfill (2424 East 65th Avenue, Spokane, WA); and

WHEREAS, the original Contract allowed for two (2) additional one-year renewals, this being the second renewal, therefore the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 12, 2023, and April 17, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 15, 2026, and shall end April 14, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FORTY-FIVE THOUSAND NINE HUNDRED THIRTY-EIGHT AND 05/100 (\$45,938.05)** plus sales tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

WOODLAND RESOURCE SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Certificate of Debarment

Exhibit B – Company’s Renewal - IPWQ 5863-24 2025 Pricing Quote dated January 23, 2026

U26-014

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |



0
 2900 S GEIGER BLVD
 Spokane, WA 99224-5400
 Phone 509 625 6527

OPR 2023-0419 Noxious Weed Abatement Services, On-Call Maintenance; City of Spokane Landfills

As stated in Bid IPWQ 5863-24 Quantities are estimates only and are not to be construed as firm or guaranteed. Quantities shall be bid on a more-or-less basis. Actual quantities may be more-or-less. Payment will be made only for orders placed, received, and accepted.

| <u>UNIT PRICE TO BE INCURRED FOR SCHEDULED/UNSCHEDULED SERVICES</u> | <u>Estimated Services That Could Be Requested During A 12-month Period.</u> | April 15, 2023 To April 14, 2025 | | April 15, 2025 To April 14, 2026 | |
|---|---|---|----------------|----------------------------------|----------------|
| ITEM | QTY | Unit Price Per Service | Extended Price | Unit Price Per Service | Extended Price |
| Location: Northside Landfill (NSLF), 7202 West Nine Mile, Spokane WA 99208. All-Inclusive Cost Per To Perform A Full Site Treatment Service Of The Northside Landfill. Cost should not include tax. | 2 | \$32,135.00 | \$64,270.00 | \$ 32,135.00 | \$ 64,270.00 |
| Location: Southside Landfill (SSLF), 2424 East 65th Ave, Spokane, WA 99223. All-Inclusive Cost Per To Perform A Full Site Treatment Service Of The Southside Landfill. Cost should not include tax. | 2 | \$10,010.00 | \$20,020.00 | \$ 10,010.00 | \$ 20,020.00 |
| Subtotal | | \$84,290.00 | | \$ 84,290.00 | |
| Tax 9% | | \$7,586.10 | | \$ 7,586.10 | |
| Extended Total | | \$91,876.10 | | \$ 91,876.10 | |
| Woodland Resource Services Inc | | Unit Pricing Per Service During The Two-Year Base Period Was Based on Woodland Resource Services Inc Response to IPWQ 5863-23 | | NAME | Erik Mullenix |
| Erik Mullenix cell 509 793 4784 / direct 509 508 1903 | | | | SIGNATURE | |
| erik@gowrs.com | | | | DATE | 01/23/2026 |



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: WOODLAND RESOURCE SERVICES, INC.
Business name: WOODLAND RESOURCE SERVICES, INC.
Entity type: [Profit Corporation](#)
UBI #: 602-678-209
Business ID: 001
Location ID: 0001
Location: Active
Location address: 1063 EMERSON RD
 ELLENSBURG WA 98926-8438
Mailing address: 1063 EMERSON RD
 ELLENSBURG WA 98926-8438
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 |
|---|------------|-------|---------|--------|-----------------|---------------------|
| Aberdeen General Business - Non-Resident | 217284 | | | Active | Jan-31-2027 | May-22-2023 |
| Cle Elum General Business - Non-Resident | | | | Active | Jan-31-2027 | May-02-2022 |
| Ellensburg General Business - Non-Resident | | | | Active | Jan-31-2027 | Apr-08-2021 |
| Franklin County General Business - Non-Resident | 3073 | | | Active | Jan-31-2027 | Apr-06-2023 |
| Marysville General Business - Non-Resident | 9675SVC723 | | | Active | Jan-31-2027 | Jun-14-2023 |
| Minor Work Permit | | | | Active | Jan-31-2027 | Feb-05-2007 |
| Moxee General Business - Non-Resident | | | | Active | Jan-31-2027 | Apr-21-2022 |
| Pasco General Business - Non-Resident | 39283 | | | Active | Jan-31-2027 | May-05-2022 |
| Spokane General Business - Non-Resident | | | | Active | Jan-31-2027 | Apr-06-2023 |
| Twisp General Business - Non-Resident | | | | Active | Jan-31-2027 | Apr-28-2022 |
| Yakima General Business - Non-Resident | | | | Active | Jan-31-2027 | Apr-27-2022 |
| Zillah General Business - Non-Resident | 178608 | | | Active | Jan-31-2027 | Feb-04-2020 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| MEADOR, ERIC | |
| ROYER, AARON | |

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| CRYSTAL CLEAR | Active | Oct-08-2010 |

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

January 23, 2026

| | |
|---|---|
| WA UBI No. | 602 678 209 |
| L&I Account ID | 010,032-48 |
| Legal Business Name | WOODLAND RESOURCE SERVICES INC |
| Doing Business As | WOODLAND RESOURCE SERVICES INC |
| Workers' Comp Premium Status: | Account is current. |
| Estimated Workers Reported (See Description Below) | Quarter 4 of Year 2025 "7 to 10 Workers" |
| Account Representative | Employer Services Help Line, (360) 902-4817 |
| Licensed Contractor? | Yes |
| License No. | WOODLRS792C5 |
| License Expiration | 03/12/2027 |

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/4/2026

Clerk's File #

OPR 2023-0426

Cross Ref #**Project #****Council Meeting Date:** 03/02/2026**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #**Contact Name/Phone**

REINER 509-628-7821

Requisition #

OPR 2023-0426

Contact E-Mail

RHERSHAW@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

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

FERC 9TH PART 12D CONTRACT AMENDMENT – PHASE III

Agenda Wording

Extending the existing contract that the City has with GeoEngineers (OPR 2023-0426) to provide engineering services in relation to the 9th Part 12D Comprehensive Assessment required by the Federal Energy Regulatory Commission (FERC).

Summary (Background)

The City has an existing contract with GeoEngineers (OPR 2023-0426) to provide engineering services in relation to the 9th Part 12D Comprehensive Assessment required by the Federal Energy Regulatory Commission (FERC). This amendment will have our consultant finish action items and recommendations identified in that 9th Part 12D comprehensive assessment report (CAR) and provide additional on-call engineering services related to the 9th Part 12D. It is unclear what comments, questions, or revisions the FERC will have related to the Comprehensive Assessment Report (CAR) and we need Geoengineers on staff to answer those questions or perform work related to FERC's review of the 9th Part 12D reports that they developed.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible.

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? | |
| Total Cost | \$ 1,643,000.00 Entire Contract |
| Current Year Cost | \$ 75,000.00 This Amendment |
| Subsequent Year(s) Cost | \$ N/A |
| <u>Narrative</u> | |
| Project is funded in Waters CIP. Accounting budget #4100-42490-94340-56501-11048 | |
| Amount | |
| Budget Account | |
| Expense \$ 75,000.00 | # 4100-42490-94340-56501-11048 |
| Select \$ | # |
| Funding Source One-Time | |
| Funding Source Type Program Revenue | |
| Is this funding source sustainable for future years, months, etc? | |
| 4100-42490-94340-56501-11048 | |
| Expense Occurrence | One-Time |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| Approvals | |
| Additional Approvals | |
| Dept Head | SAKAMOTO, JAMES |
| PURCHASING | WAHL, CONNIE |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | HARRINGTON, |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| Lindsay Flangas lflangas@geoengineers.com | Lyle Stone lstone@geoengineers.com |
| dstpierre@spokanecity.org | jmeyer@spokanecity.org |
| tlester@spokanecity.org | tprince@spokanecity.org |
| rrpenaluna@spokanecity.org | nrussell@spokanecity.org |
| lhopkins@spokanecity.org | |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|---|--|
| Committee Date | February 9, 2026 |
| Submitting Department | Water & Hydroelectric Services |
| Contact Name | Reiner Hershaw |
| Contact Email & Phone | rhershaw@spokanecity.org , 509-625-7821 |
| Council Sponsor(s) | Wilkerson, Bingle, Klitzke |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 4100 - FERC 9th Part 12D Contract Amendment – Phase III |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | Summary (Background) This will be the only section in this box The City has an existing contract with GeoEngineers (OPR 2023-0426) to provide engineering services in relation to the 9th Part 12D Comprehensive Assessment required by the Federal Energy Regulatory Commission (FERC). This amendment will have our consultant finish action items and recommendations identified in that 9th Part 12D comprehensive assessment report (CAR) and provide additional on-call engineering services related to the 9th Part 12D. It is unclear what comments, questions, or revisions the FERC will have related to the Comprehensive Assessment Report (CAR) and we need Geoengineers on staff to answer those questions or perform work related to FERC’s review of the 9th Part 12D reports that they developed. |
| Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,643,000.00</u> Current year cost: \$75,000.00 Subsequent year(s) cost: N/A Narrative: <u>Project is funded in Waters CIP. Accounting budget #4100-42490-94340-56501-11048</u> | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) N/A | |
| Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. | |

- 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

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



City of Spokane
CONTRACT AMENDMENT / EXTENSION
Title: **Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase III**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as (“Consultant), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide the Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project for the City; and*

WHEREAS, the Scope of Services set out in original Contract is expanded to include the Phase III Services, and the Contract time for performance must be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 2, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on February 1, 2026, and shall end June 30, 2027.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the Phase III Services as set forth in the January 21, 2026 Proposal, attached hereto

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, 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.

5. 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.

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.

GEOENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Certificate of Debarment
- GeoEngineers, Inc. Proposed Scope of Work dated January 21, 2026

26-034

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

| | |
|--|-------------------------------------|
| <hr/> Name of Subrecipient / Contractor / Consultant (Type or Print) | <hr/> Program Title (Type or Print) |
| <hr/> Name of Certifying Official (Type or Print) | <hr/> Signature |
| <hr/> Title of Certifying Official (Type or Print) | <hr/> Date (Type or Print) |



1145 Broadway, Suite 300
Tacoma, Washington 98402
253.383.4940

January 21, 2026

City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Attention: David St. Pierre

Subject: Proposed Scope and Fee
Phase III Services
City of Spokane
Upriver Dam
Spokane, Washington
File No. 0110-081-15

Introduction and Project Understanding

We appreciate the opportunity to continue our work with the City of Spokane (City) on this project. This On- Call/Time and Expense proposal is based on the City's Request for Qualifications (RFQ 5820-23), our Statement of Qualifications (SOQ) dated February 13, 2023, communication with City personnel, and our findings from the 9th Part 12D inspection's Comprehensive Assessment (CA) completed in Phase II in general accordance with the Federal Energy Regulatory Commission (FERC) guidelines.

GeoEngineers, Inc. (GeoEngineers) has teamed with Black & Veatch as a subconsultant to provide support in completing specific tasks and providing Independent Consultant (IC) review and consultation throughout the term of the contract.

The Upriver Dam Hydroelectric Project is an approximately 230-foot-wide concrete gravity dam on the Spokane River, located at about river mile 80.2, approximately 5 miles upstream of downtown Spokane, Washington. The major project components include the concrete spillway dam, its right (north) and left (south) abutments, a fuse plug, a power canal, two powerhouses, and three mechanically stabilized earth (MSE) closure sections.

The project has been organized by the City into three Phases. Phase I included the development of a strategy, response to a comment letter, preparing submittals for FERC review, and pre-coordination for the CA, Owner's Dam Safety Program (ODSP), and pre-inspection analyses. Phase II consisted of executing the plan developed and approved during Phase I, culminating in preparation of the Comprehensive Assessment Report (CAR) and ODSP for review by FERC. Phases I and II have been completed. The Phase III scope includes addressing FERC review comments on the CAR, addressing recommendations from the CAR, completing any necessary updates to the Supporting Technical Information Document (STID), and Dam

Safety Surveillance and Monitoring Plan (DSSMP), and Digital Project Archive (DPA), and providing on-call Part 12D support on the project.

Scope of services

Our scope of services is based on our review of our Phase II work and discussions with the City. We have organized the Phase III services into the following tasks based on the purpose of each task.

TASK 1: ON-CALL PART 12D CONSULTATION

We will provide on-call consultation on an as-needed and as-requested basis in response to questions, requests or miscellaneous work required from the FERC or the City related to the 9th Part 12D, CAR, and related documents. This task includes budget to provide an initial response to currently unidentified tasks and develop a scope for larger tasks as needed.

This task will include consultation from the Independent Consultant, Jeffrey Bair, of Black and Veatch, under subcontract to GeoEngineers.

Deliverables

There are no planned deliverables at this time. We assume that responses to requests can be provided via email.

TASK 2: ADDRESS REGULATORY RECOMMENDATIONS FROM THE CAR

We will address the analysis and documentation recommendations presented in the CAR. Each subtask references the recommendation number as stated in Table 1-3 of the CAR dated January 31, 2025.

Subtask 2.1. Supporting Technical Information Document (STID) Updates

The IC recommended these updates to the STID in the CAR. Our scope includes the following updates:

- Develop detailed engineering cross sections of right and left spillway abutments and the auxiliary (fuse plug) (2025-REC-2).
- Update Section 2, Description of Project Structures of STID (2025-REC-23), we understand this was partially completed by the City in the December 2025 STID update.

Additional updates to the STID based on correspondence between the City and FERC include the following:

- Update Section 8 of the STID to include the stability analyses of the project structures completed in Phases I and II for the CA (FERC Letter 1/9/2023 Item 6) and the 2020 Hatch Report (Item 7).
- Update Section 6 of the STID to include the PMF from Post Falls, as used for the Upriver project in the CA (FERC Letter 1/9/2023 Item 4).
- Review all STID sections to check for nomenclature consistency of “abutment” vs “embankment” (FERC Letter 3/22/2023 Item 6).
- Update Project Correspondence.

- Update References and appendices.
- Miscellaneous informational updates per minor CAR recommendations

ASSUMPTIONS:

1. No physical or hard copies of STID will be needed by the City or FERC.
2. City will provide supplemental information as needed to update each section.
3. Updates to the STID will be incorporated into the DPA.

DELIVERABLES:

Draft and Final Supporting Technical Information Document, including a completed final PDF of the STID with Section links

Subtask 2.2. Dam Safety Surveillance and Monitoring Plan (DSSMP) Updates

The CAR recommended updates to the DSSMP. Our scope includes the following updates:

- Review City updates and provide comments

DELIVERABLES:

Comments on City-prepared Draft and Final Dam Safety Surveillance and Monitoring Plans.

Subtask 2.3. Digital Project Archive (DPA) Updates

After completion of the updates to STID and DSSMP as described in Subtasks 2.1 and 2.2, the final versions of the STID and DSSMP will be included in the DPA and the DPA will be transferred to the City's file system.

ASSUMPTIONS:

The format of the DPA when transferred will be based on discussions with the City and the effort required to transfer the archive could be subject to change based on the format.

DELIVERABLES:

Electronic transfer of the DPA to the City's file management system.

Subtask 2.4. Internal Erosion Analysis (CAR Recommendation 2025-REC-6)

Evaluate internal erosion for each dam cross-section and provide formal documentation and calculations of the analyses developed during the risk assessment. The analyses will calculate critical gradients that could induce piping and could help to inform when additional action(s) may be appropriate.

ASSUMPTIONS:

1. The cross sections that will be evaluated include: Spillway Right Abutment, Spillway Dam, Spillway Right Abutment, Left Closure Section, Powerhouse No. 1, Center Closure Section, Powerhouse No.2, and Right Closure Section.
2. New subsurface investigation will not be required. The analyses will use published criteria and available information on the dam structures and foundation soils.

DELIVERABLES:

1. Draft and Final internal erosion analysis results in a technical memorandum or letter, including a supporting calculation package.

Terms, Schedule, and Fee Estimate

We understand our services will be provided in accordance with mutually agreed-upon terms and conditions based on our current agreement dated April 12, 2023. The professional services listed above will be provided on a time-and-expense basis. We will bill monthly based on the progress of each task. Invoices will include a task progress summary. A breakdown of our fee estimates is presented below.

| PHASE III ACTIVITY AND TASKS | FEE |
|--|-----------------|
| Task 1. On Call Part 12D Consultation | |
| Task 1 Total | \$20,000 |
| Task 2. Address Regulatory Recommendations from the CAR | |
| 2.1 - STID Updates | \$30,000 |
| 2.2 - DSSMP Updates | \$6,000 |
| 2.3 - DPA Updates | \$8,000 |
| 2.4 - Internal Erosion Analyses and Documentation | \$11,000 |
| Task 2 Total | \$55,000 |
| Total | \$75,000 |

The performance period of Phase III begins in January 2026 and will continue until the start of the next Part 12D cycle, estimated to start in early 2029. We propose the following schedule milestones on or before these dates.

- April 1, 2026 - DSSMP support and review
- May 1, 2025 – Final Internal Erosion memorandum to City
- June 1, 2026 - STID Draft to City
- July 15, 2026 – STID Final to City
- August 1, 2025 – DPA updates completed

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to continue our services with the City and appreciate your confidence in our firm. Please call if you have any questions regarding our understanding of the project or our fee.

Sincerely,
GeoEngineers, Inc.



Devon T McLay, PE
Senior Geotechnical Engineer



Lyle J. Stone, PE
Principal Geotechnical Engineer

DTM:LJS:nl:ijm

One copy submitted electronically.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table and/or figure), if provided and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



DATE

01/01/26

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Spokane
Attn: Jeanne L. Finger, P.E.
2701 North Waterworks Street
Spokane, WA 99212

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named below 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

| POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|----------------------|-----------------------|------------------------|
| 226019 | 01/01/26 | 12/31/26 |

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$1,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

0110-203-00 Upriver Dam Hydroelectric Project, Spokane, Washington

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GeoEngineers, Inc.
1145 Broadway, Suite 300
Tacoma, WA 98402

ISSUING COMPANY:
TERRA INSURANCE COMPANY

(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read "David Collette", is written over a horizontal line.

President



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: GEOENGINEERS, INC.

Business name: GEOENGINEERS, INC.

Entity type: [Profit Corporation](#)

UBI #: 600-375-010

Business ID: 001

Location ID: 0003

Location: Active

Location address: 523 E 2ND AVE
SPOKANE WA 99202-1405

Mailing address: 17425 NE UNION HILL RD
STE 250
REDMOND WA 98052-6190



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 |
|--|-------------|-------|---------|--------|---------------|----------------|
| Liberty Lake General Business - Non-Resident | 00507 | | | Active | Sep-30-2026 | Jul-24-2006 |
| Spokane General Business | T12031203BL | | | Active | Sep-30-2026 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | | | | Active | Sep-30-2026 | Apr-02-2008 |

Owners and officers on file with the Department of Revenue

| Owners and officers | Title |
|---------------------|-------|
| CALLAGHAN, JOE | |
| CHIN, KING | |
| DAHL, EMILY | |
| MILLER, MARK | |



Owners and officers

Title

PINEGAR, SETH

CHIEF FINANCIAL OFFICER

SAULS, DAVID

SMITH, MATT

SPENCER, AMANDA

WELKER, PHIL

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
2/13/2026 11:11:36 AM

Contact us

How are we doing?



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Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

| | | |
|---|---|-------------------------|
| Date Rec'd | | 1/29/2026 |
| Clerk's File # | | RES 2026-0012 |
| Cross Ref # | | |
| Project # | | |
| Submitting Dept | PUBLIC WORKS | Bid # |
| Contact Name/Phone | MARLENE FEIST 509-625-6505 | Requisition # |
| Contact E-Mail | MFEIST@SPOKANECITY.ORG | |
| Agenda Item Type | Resolutions | |
| Council Sponsor(s) | KKLITZKE ZZAPPONE | |
| Sponsoring at Administrators Request | NO | |
| Lease? NO | Grant Related? NO | Public Works? NO |
| Agenda Item Name | RESOLUTION APPOINTING KEVIN PICANCO, DIRECTOR OF INTEGRATED | |

Agenda Wording

A resolution appointing Kevin Picanco as the Director of Integrated Capital Management.

Summary (Background)

Kevin Picanco was selected for appointment to the position by Mayor Lisa Brown and is being presented for confirmation to the Director of Integrated Capital Management.

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 | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| | |
| Approvals | |
| Dept Head | FEIST, MARLENE |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| mfeist@spokanecity.org | cavertyt@spokanecity.org |
| eschoedel@spokanecity.org | mmarroquin@spokanecity.org |
| | |
| | |

RESOLUTION 2026-0012

A Resolution approving the appointment of Kevin Picanco as Director of Integrated Capital Management 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 Kevin Picanco as Director of Integrated Capital Management 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 Kevin Picanco as Director of Integrated Capital Management.

ADOPTED BY THE CITY COUNCIL ON _____, 2026

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/3/2026

Clerk's File #

RES 2026-0013

Cross Ref #**Project #****Council Meeting Date:** 03/02/2026**Submitting Dept**

WASTEWATER MANAGEMENT

Bid #**Contact Name/Phone**

KYLE 625-4647

Requisition #**Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON KKLITZKE SDIXIT

Sponsoring at Administrators Request

NO

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

4320 PUBLIC RULE - INDUSTRIAL PRETREATMENT PROGRAM FEES

Agenda Wording

Resolution to update Appendix "A" of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees to reflect current costs associated with the administration of the Industrial Pretreatment Program and updated billing procedures.

Summary (Background)

The Riverside Park Water Reclamation Facility Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation cost.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.

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 proposal aligns with the City's Purchasing Policy. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

PIES February 9, 2026

| | |
|---|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| The new fees are higher than previous fees and in line with the costs and expenses incurred by the City of Spokane. | |
| Amount | Budget Account |
| Select \$ | # |
| Funding Source N/A | |
| Funding Source Type Select | |
| Is this funding source sustainable for future years, months, etc? | |
| N/A | |
| Expense Occurrence | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| N/A | |
| Approvals | |
| Dept Head | GENNETT, RAYLENE |
| Division Director | FEIST, MARLENE |
| Accounting Manager | ALBIN-MOORE, ANGELA |
| Legal | SCHOEDEL, ELIZABETH |
| For the Mayor | PICCOLO, MIKE |
| Distribution List | |
| | hbarnhart@spokanecity.org |
| kkeck@spokanecity.org | mmurray@spokanecity.org |
| Tax & Licenses | atagnani@spokanecity.org |
| hbarnhart@spokanecity.org | |
| | |

RESOLUTION

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City adopted Public Rule and Procedure #4310-20-01 on November 9, 2020 which sets forth the RPWRF & Industrial Pretreatment Program & Lab Analysis Fees, effective December 7, 2020; and

WHEREAS, since adoption, the fees contained in Appendix A are in need of update to reflect current costs associated with the administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, the Appendix “A” to the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule should be updated and attached hereto in its entirety as Attachment “A” hereto.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES and Appendix A, as contained in Attachment “A” hereto, with an effective date of April 1, 2026.

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

City Clerk

Approved as to form:

Assistant City Attorney

| | |
|--|--|
| CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE | DEPT 4310-20-_____ LGL 2020-_____ |
| TITLE: RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES. | |
| EFFECTIVE DATE: December 17, 2020 REVISION EFFECTIVE DATE: April 1, 2026 | |

1.0 GENERAL

The City of Spokane Wastewater Management Department’s Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analyses.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A
Spokane Municipal Code (SMC) Chapter 13.03
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977
– 33 USC section 1251 et seq.
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403
Chapter 90.48 RCW
Chapter 173-216 WAC
EPA Region 10 Model Ordinance for Pretreatment Programs
Enforcement Response Plan located at RPWRF
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

4.0 DEFINITIONS

See SMC 13.03A.
See SMC 13.03.

5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation.

6.3 Fees and Charges:

- 6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.
- 6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).
- 6. 3.3 Publication of significant non-compliance notice: Costs as billed
- 6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.
- 6. 3.5 Processing fee for NSF checks: As set by City Treasurer.
- 6. 3.6 Administrative penalty: Five hundred dollars (\$500).
- 6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. The Accounting Department will invoice Industrial Users for fines assessed. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

- 8.1 Appendix A – RPWRF Pretreatment Fees
- 8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

City Administrator

Date

Public Works Director

Date

City Attorney

Date

APPENDIX A

RPWRF - PRETREATMENT FEES

| Pretreatment Fee | Dollar Amount |
|--------------------------------------|---|
| SIU Permit Issuance | ((11,598)) <u>12,475</u> / 5 years |
| SIU Permit Renewal | ((7,726)) <u>8,302</u> / 5 years |
| SIU Permit Modification | Chemist time + publication |
| SIU Inspection | ((1,936)) <u>2,086</u> |
| Other Inspection | Chemist - time basis |
| SIU Sampling | ((1,196)) <u>1,322</u> |
| Other Sampling | Lab Tech - time basis |
| IDA Issuance | ((710)) <u>765</u> |
| IDA Renewal | ((387)) <u>417</u> |
| IDA Inspection | ((387)) <u>417</u> |
| NSCIU Inspection | ((387)) <u>417</u> |
| Wastewater Hauler Permit Fee | ((258)) <u>278</u> |
| Wastewater Hauler Permit Renewal Fee | ((129)) <u>139</u> |
| Violation Publication Fee | As charged by publisher |
| Other Violation Fees | Based on Fine Structure in the Pretreatment Enforcement Response Plan |
| Other Damage or Interference | Time and materials basis |

APPENDIX B

RPWRF - LAB ANALYSIS FEES

This fee table is non-exhaustive. The cost of any wastewater analyses performed in addition to those listed will be billed to the Industrial User.

| Laboratory Analysis Fee | Dollar Amount |
|--|------------------------------------|
| EPA Method 420.4 - Phenol | as charged by analyzing laboratory |
| EPA Method 245.1 - Mercury | as charged by analyzing laboratory |
| EPA Method 300.0 - Chloride | as charged by analyzing laboratory |
| EPA Method 335.4 - Cyanide | as charged by analyzing laboratory |
| EPA Method 608 - Priority Pollutant Pesticides/PCBs | as charged by analyzing laboratory |
| EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE) | as charged by analyzing laboratory |
| EPA Method 624 - BTEX | as charged by analyzing laboratory |
| EPA Method 625 - Regulated Priority Pollutant Semi Volatiles | as charged by analyzing laboratory |
| EPA Method 200.7 - Local Limit Metals (10 metals, without Hg) | as charged by analyzing laboratory |
| EPA Method 1666 - Volatile Organics | as charged by analyzing laboratory |
| EPA Method 524 - Volatile Organics | as charged by analyzing laboratory |
| EPA Method 1688 - TKN | as charged by analyzing laboratory |
| EPA Method 1668 C - PCBs | as charged by analyzing laboratory |
| EPA Method 200.8 - Low Level Metals (Digestion) | as charged by analyzing laboratory |
| EPA Method 200.8 - Low Level Metals (Per metal) | as charged by analyzing laboratory |
| EPA Method 1631E - Low Level Mercury | as charged by analyzing laboratory |

| Laboratory Analysis Fee | Dollar Amount |
|--|------------------------------------|
| Hardness | as charged by analyzing laboratory |
| EPA Method 1632 - Pentavalent Arsenic | as charged by analyzing laboratory |
| EPA Method 218.6 - Hexavalent Chromium | as charged by analyzing laboratory |
| EPA Method 1664B - Oil & Grease (HEM & SGT-HEM) | as charged by analyzing laboratory |
| Standard Methods 4500 - P Phosphorus, Total | ((13)) <u>18</u> |
| Standard Methods 2540D - Total Suspended Solids (TSS) | ((23)) <u>22</u> |
| Standard Methods 4500 - pH | ((15)) <u>16</u> |
| Standard Methods 5210 - Biochemical Oxygen Demand (BOD5) | ((57)) <u>63</u> |
| EPA Method 200.7 - Metals, Total (by ICP) - sample prep | as charged by analyzing laboratory |
| EPA Method 200.7 - Metals, Total (by ICP) - per metal | as charged by analyzing laboratory |

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/23/2026**Committee Agenda type:** Discussion**Council Meeting Date:** 03/02/2026

| | | | |
|---|---|-------------------------|---------------|
| | | Date Rec'd | 2/10/2026 |
| | | Clerk's File # | RES 2026-0015 |
| | | Cross Ref # | |
| | | Project # | |
| Submitting Dept | CITY COUNCIL | Bid # | |
| Contact Name/Phone | NICOLETTE 828-0522 | Requisition # | |
| Contact E-Mail | NOCHELTREE@SPOKANECITY.ORG | | |
| Agenda Item Type | Resolutions | | |
| Council Sponsor(s) | BWILKERSON SDIXIT | | |
| Sponsoring at Administrators Request | NO | | |
| Lease? NO | Grant Related? NO | Public Works? NO | |
| Agenda Item Name | RESOLUTION TO ESTABLISH 2026 HEART FUNDING PRIORITIES | | |

Agenda Wording

A resolution identifying and establishing the Spokane City Council's 2026 priorities for the use of HEART funding collected under the HEART sales and use tax for housing and housing related supportive services.

Summary (Background)

In 2025, City Council passed Ordinance C36732 which updated the mechanism for identifying and establishing Council's funding priorities for HEART funds, which per SMC occurs via resolution. by March 1 of each year. This resolution sets those priorities such that all requests for proposals (RFP's) and subsequent distributions of HEART funds ought to reflect ALL legally eligible uses of HEART funding and encourage any project or service applying for funding to apply for any eligible use as defined in SMC 08.07C.030 and consistent with RCW 82.14.530 (2). In past funding cycles, some legally eligible uses of HEART funds were not included in previous RFPs, thereby narrowing the scope of qualifying projects and services. The intent of these priorities is to allow any legally eligible use to be included in HEART Fund RFPs released in 2026 so that a wider array of projects and services have the opportunity to access these funds. Any Council approval of specific programs or projects using HEART funding, SBOs, or otherwise will follow the standard process as defined in the Spokane Municipal Code.

What impacts would the proposal have on historically excluded communities?

These priorities have the potential to positively impact historically marginalized communities, some of whom may benefit either directly or indirectly from the flexibility of the kinds of services and projects that may qualify for HEART funding. For historically marginalized community members who are also earning a household income at 60% or below AMI and who are also a member of one of the sub populations listed below, they may benefit more directly as individuals or families directly served by HEART funded projects and service-related programs. Qualifying Subpopulations: ? Persons with behavioral health disabilities; or ?

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?

All projects and services funded with HEART funds have data collected and managed through the City of Spokane’s HMIS system and quarterly reports are made available to City Council and the general public on the City of Spokane’s website. Pursuant to SMC 08.07C.051(E) "Any project or service recommended to the City Council for award under this chapter shall be evaluated, at minimum, for conceptual soundness, financial feasibility, project readiness, its impact in addressing housing disparities, and its impact on historically excluded communities." Pursuant to SMC 08.07C.051(G) "The Community Housing and Human Services

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

See answer above regarding requirements of data collection and regular updates. It is then up to City Council to reflect on the data an analysis and exercise their collective rights to continue or change their identified funding priorities via resolution, and/or amend the requirements as set forth in the Spokane Municipal Code; consistent with the corollaries in the RCW. The CHHS department also collects data and manages the contracts related to HEART funded projects and programs with their own set of policies and procedures presumably in part to gauge the efficacy of the programs and projects awarded funding.

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 is consistent with the above listed plans and is directly a response to the changes in how Council sets their HEART funding priorities via resolution as outlined in SMC 08.07C.030(C)

Council Subcommittee Review

These recommendations were briefly discussed at the January 2026 Housing Action Subcommittee meeting, and this resolution will be on the February 2026 Housing Action Subcommittee meeting agenda and included in the agenda packet. Feedback on the Housing Action Subcommittee’s review of this resolution will be presented to Council during the February 2026 Finance Committee meeting (not Urban Experience due to cancellation), when this resolution is first introduced to City Council.

| | |
|---|------------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | N/A |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| This resolution establishes Council's HEART funding priorities; however, the resolution itself is not authorizing any specific expenditure nor is it authorizing any specific right to enter into contract with any agency. | |
| <u>Amount</u> | <u>Budget Account</u> |
| Select \$ | # |
| <u>Funding Source</u> N/A | |
| <u>Funding Source Type</u> Select | |
| Is this funding source sustainable for future years, months, etc? | |
| <u>Expense Occurrence</u> N/A | |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| <u>Approvals</u> | |
| <u>Dept Head</u> | |
| <u>Division Director</u> | |
| <u>Accounting Manager</u> | BUSTOS, KIM |
| <u>Legal</u> | SCHOEDEL, ELIZABETH |
| <u>For the Mayor</u> | |
| <u>Distribution List</u> | |
| | nzollinger@spokanecity.org |
| aduffey@spokanecity.org | sbrown@spokanecity.org |
| | |
| | |

RESOLUTION NO. 2026-0015

A resolution identifying and establishing the Spokane City Council's 2026 priorities for the use of HEART funding collected under the HEART sales and use tax for housing and housing related supportive services.

WHEREAS, the Spokane City Council adopted Ordinance C35982 in 2020 establishing a sales and use tax for housing and housing related supportive services, as authorized in 2019 by the Washington State Legislature via House Bill 1590, now codified as RCW 82.14.530; and

WHEREAS, Ordinance C35982 also established Council's funding priorities and established the Housing Action Subcommittee as an advisory committee to review applications and provide recommendations to the City Council on the use of 1590 funds derived from the tax and periodically report on the effectiveness of the allocation of those dollars; and

WHEREAS, the Spokane City Council passed Ordinance C36732 in 2025, which repealed the previously established funding priorities as set forth by Council in 2020 and in 2023 and codified in SMC 08.07C.030(C); and

WHEREAS, Ordinance C36732 renamed the 1590 fund as the "HEART Fund"; and

WHEREAS, Ordinance C36732 updated the mechanism for annually identifying and establishing Council's funding priorities for HEART funds by providing that Council is to adopt a resolution, no later than March 1 of each year, identifying any objective priority or priorities the Council seeks to achieve by projects and services recommended for award of HEART funds; and

WHEREAS, the Spokane City Council intends to set forth their 2026 funding priorities for the sales and use tax for HEART funds in this resolution; and

WHEREAS, the Spokane City Council directs that all Requests For Proposals and subsequent distributions of HEART funds reflect *all* legally eligible uses of HEART funding, that encourages any project or service applying for funding to apply for any eligible use as defined in SMC 08.07C.030 and consistent with RCW 82.14.530 (2); and

WHEREAS, SMC 08.07C.030 states that a minimum of seventy percent (70%) of the revenue collected under the HEART tax annually shall be used for the following

purposes, with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. Grants, loans, or projects to construct or acquire affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services or acquiring land for these purposes; or
2. Grants, loans, or projects to construct or acquire behavioral health-related facilities, or acquiring land for these purposes; or
3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.
4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of Spokane County:
 - a. Persons with behavioral health disabilities; or
 - b. Veterans;
 - c. Senior citizens;
 - d. Persons who are homeless or at-risk of being homeless, including families with children;
 - e. Unaccompanied homeless youth or young adults;
 - f. Persons with disabilities; or
 - g. Domestic violence survivors; and

WHEREAS, the remainder of the moneys collected under the HEART tax must be used for:

1. The operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services, with the overall objective of helping to maintain housing stability, or
2. The Legal Services and Relocation Fund, in the amounts and for the purposes set forth in section 07.08 158 of the Spokane Municipal Code;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council does set forth, identify and establish its Fiscal Year 2026 HEART funding priorities, and directs that all

eligible uses of HEART funds to be included in any Requests for Proposals, and, to the extent feasible, all of these priorities be reflected in the subsequent distributions of HEART funds.

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

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

9/10/2025

Clerk's File #

ORD C36782

Cross Ref #

ORD C36708

Project #**Council Meeting Date:** 12/08/2025**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**

ORDINANCE AMENDING SPOKANE MUNICIPAL CODE RELATING TO

Agenda Wording

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the list of designated Festival Streets table in SMC 12.08.060 to expand the Garland Avenue designation and add a designation for Sprague Avenue.

What impacts would the proposal have on historically excluded communities?

Removes some barriers for neighborhoods and event organizers to host events on public streets.

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

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?

Allows for easier access to community events in neighborhoods and provides regular traffic modifications to submit for permit review.

Council Subcommittee Review

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

ORDINANCE NO. C36782

An ordinance relating to designated festival streets; amending Section 12.08.060 of the Spokane Municipal Code.

WHEREAS, on July 14, 2025 City Council passed Ordinance C36708, which created a “festival streets” designation, which ordinance became effective on August 24, 2025; and

WHEREAS, events such as festivals are essential for strengthening the quality of life for residents in our community and attracting visitors to Spokane; and

WHEREAS, the City’s Comprehensive Plan class for the City to “support celebrations that enhance the community’s identity and sense of place”; and

WHEREAS, the Spokane Downtown Plan calls for the City to “identify and reduce barriers to cultural events Downtown”; and

WHEREAS, the City seeks to continuously identify and designate certain segments of streets that have historically facilitated closures for large pedestrian-oriented activities as “festival streets” to provide options to special events sponsors, identify and standardize general traffic control requirements and procedures, and reduce potential costs to event organizers and to the City; and

WHEREAS, the City would like to amend the designated “festival streets” to the extent practicable to allow for the widest variety of events to occur;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.060 is amended to read as follows:

Section 12.08.060 Festival Streets Designated

- A. It is a priority of the City of Spokane that special events primarily occur within Spokane Parks, however, the City may designate certain portions of City streets as "festival streets" to facilitate recurring temporary closure of vehicular traffic for large pedestrian-oriented festivals and special events that take place outside of Spokane Parks.
- B. The following streets shall be considered festival streets to facilitate the recurring temporary closure of vehicle traffic for large pedestrian-oriented festivals and special events:

| Street | Direction |
|----------------|---|
| Garland Avenue | from Monroe Street to ((Post Street)) <u>Howard Street</u> |
| Howard Street | from the entrance of Riverfront Park to Cataldo Avenue |
| Howard Street | From Riverside Avenue to Main Avenue |
| Lincoln Street | from Garland Avenue to Walton Avenue |

| | |
|-------------------------|--|
| Main Avenue | from Browne Street to Division Street |
| Main Avenue | from Lincoln Street to Wall Street |
| Manito Boulevard | from Manito Park to Division Street |
| Market Street | from Broad Avenue to Bismarck Avenue |
| Perry Street | from 9 th Avenue to 12 th Avenue |
| Post Street | from Sprague Avenue to Main Avenue |
| Post Street Bridge | from Spokane Falls Boulevard to Lincoln Street and Bridge Avenue |
| Pacific Avenue | from Chestnut Street to Elm Street |
| Spokane Falls Boulevard | from Lincoln Street to Wall Street |
| Spokane Falls Boulevard | from Post Street to Wall Street |
| <u>Sprague Avenue</u> | <u>from Bernard Street to Division Street</u> |
| Summit Parkway | from Jefferson Lane to Cedar Street |
| Wall Street | from Main Avenue to Spokane Falls Boulevard |

- C. Nothing in this section shall be construed to require the City to permit any special event or the closure of any designated festival street.
- D. City staff shall develop policies and procedures to standardize the temporary closure of festival streets, including but not limited to coordination with Spokane Transit Authority.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/26/2025

Clerk's File #

ORD C36820

Cross Ref #**Project #****Council Meeting Date:** 01/12/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON ZZAPPONE

Sponsoring at Administrators Request

YES

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

ORDINANCE PROHIBITING THE SALE AND DISTRIBUTION OF KRATOM

Agenda Wording

An ordinance prohibiting the sale and distribution of kratom products in the city of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code.

Summary (Background)

Kratom is a psychoactive plant containing alkaloids including mitragynine and 7-hydroxymitragynine (7-OH) at low levels that can have stimulant and opioid-like effects. The U.S. Food and Drug Administration (FDA) has warned consumers not to use products containing 7-hydroxymitragynine because of the risk of "serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD)". The Washington Poison Center has seen a "vertical spike" in kratom-related calls, including more calls related to 7-hydroxymitragynine and children. Kratom products and synthetic products containing 7-hydroxymitragynine (7-OH) concentrate can be found at local gas stations, smoke shops, and convenience stores. This ordinance prohibits the sale and distribution of kratom products in 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?

Council Subcommittee Review

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

ORDINANCE NO. C36820

An ordinance prohibiting the sale and distribution of kratom products in the city of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code.

WHEREAS, kratom is a psychoactive plant containing alkaloids including mitragynine and 7-hydroxymitragynine (7-OH) at low levels that can have stimulant and opioid-like effects; and

WHEREAS, the U.S. Food and Drug Administration (FDA) has warned consumers not to use products containing 7-hydroxymitragynine because of the risk of “serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD)”; and

WHEREAS, the University of Washington Addictions, Drug & Alcohol Institute reports 7-hydroxymitragynine (7-OH) as an emerging drug with a higher risk of overdose and use disorder than kratom; and

WHEREAS, the FDA reports kratom-related substance use disorder where individuals have cravings for kratom, use kratom for longer or more than intended, and experience withdrawal symptoms when kratom use is stopped; and

WHEREAS, the Washington Poison Center has seen a “vertical spike” in kratom-related calls, including more calls related to 7-hydroxymitragynine and children; and

WHEREAS, kratom products and synthetic products containing 7-hydroxymitragynine (7-OH) concentrate can be found online and at local gas stations, smoke shops, and convenience stores; and

WHEREAS, the sale and distribution of kratom products have been regulated or prohibited in many states and municipalities, but are not yet regulated in Washington state; and

WHEREAS, based on the public health data, prohibiting the sale and distribution of kratom products containing 7-hydroxymitragynine until regulated by the state or federal government may reduce the risk of accidental overdose, substance misuse, and long-term health impacts, and protect the public health, safety, and welfare of residents and visitors to Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 10.83 to Title 10 of the Spokane Municipal Code to read as follows:

Chapter 10.83 Sale or Distribution of Kratom Products Prohibited

- 10.83.010 Purpose and Intent
- 10.83.020 Definitions
- 10.83.030 Prohibition on Sale or Distribution of Kratom Products
- 10.83.040 Sunset Upon State or Federal Regulation

Section 10.83.010 Purpose and Intent

It is the purpose and intent of this ordinance to protect the public health and safety of Spokane residents by prohibiting the sale and distribution of kratom (*Mitragyna speciosa*) products to all individuals, including any products containing 7-hydroxymitragynine, mitragynine, or an extract, synthetic alkaloid, or synthetically derived compound.

Section 10.83.020 Definitions

| Term | Definition |
|-----------------|---|
| Distribute | Distribute means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain. |
| Kratom Product | Kratom product means any kratom analogue, food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption which contains any part of the leaf of the plant <i>Mitragyna speciosa</i> or an extract, synthetic alkaloid, or synthetically derived compound of such plant and is manufactured as a powder, capsule, pill, beverage, or other edible form. |
| Kratom Retailer | Kratom retailer means any person that sells or distributes kratom products or that advertises, represents, or holds itself out as selling or maintaining kratom products within the city of Spokane. |

Section 10.83.030 Prohibition on Sale or Distribution of Kratom Products

- A. A person shall not distribute, sell, or permit to be sold a kratom product to any person.
- B. Any person violating this section shall be guilty of a civil infraction and shall be subject to the escalating penalties and repeat offender provisions prescribed in [SMC 01.05.151](#).

C. Any kratom retailer found guilty of violating this section may have its business license revoked or denied under the procedures prescribed in [SMC 08.01.321](#).

Section 10.83.040 Sunset Upon State or Federal Regulation

This chapter shall be effective until preempted by the State of Washington or the federal government.

Section 2. 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 3. 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:

Approved as to form:

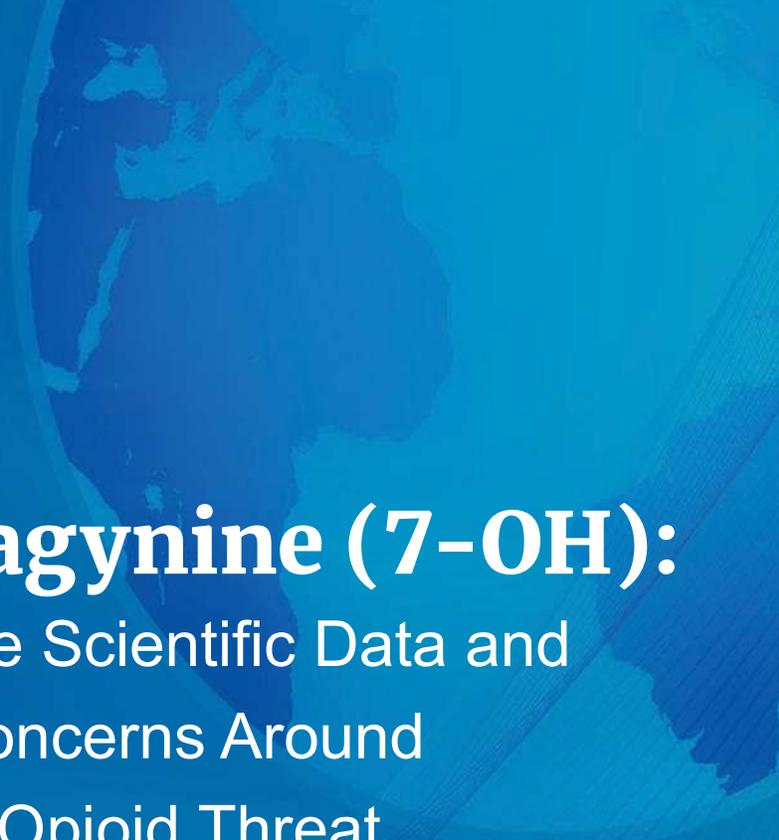
City Clerk

City Attorney

Mayor

Date

Effective Date



7-Hydroxymitragynine (7-OH): An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat

7-Hydroxymitragynine (7-OH):

**An Assessment of the Scientific Data and
Toxicological Concerns Around
an Emerging Opioid Threat**



FDA Center for Drug Evaluation and Research

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EXECUTIVE SUMMARY

Recent reports indicate increased availability and marketing of 7-hydroxymitragynine (7-OH) in the U.S., raising public health concerns due to its pharmacology. This report provides an overview on the chemical, pharmacological, and epidemiological data on 7-OH. It focuses on the characterization of 7-OH-containing products in the marketplace, the evidence of increasing human exposures, and the extensive body of preclinical studies in the scientific literature that indicate the predominant mu opioid agonist pharmacology of 7-OH. These data sources indicate that 7-OH is a potent opioid that poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated 7-OH products in the marketplace.

7-OH is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent that comprises less than 2% of the total alkaloid content in natural kratom leaves. However, 7-OH demonstrates substantially greater mu-opioid receptor potency than kratom's primary alkaloid constituent mitragynine, as well as other classical opioids such as morphine. In vitro studies reveal 7-OH exhibits high binding affinity for mu-opioid receptors ($K_i = 7.2\text{-}70$ nM), with functional activity as a mu agonist. Animal behavioral studies demonstrate its rewarding effects from self-administration and conditioned place preference methods, consistent with its opioid properties. Critically, 7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone.

Recently, there has been a concerning proliferation of concentrated 7-OH products that are sold over the counter and online. The enhanced amount of 7-OH in these products is likely synthetically derived through oxidate chemical conversion of mitragynine isolates or kratom extracts. Given the trace amounts of 7-OH that are naturally present in kratom, direct extraction of 7-OH from plant material would simply be unfeasible economically.

Surveillance data from multiple sources, including America's Poison Centers National Poison Data System (NPDS), Drug Enforcement Administration toxicology testing programs, and social media monitoring, suggest increasing human exposure to these concentrated 7-OH products. Clinical presentations include euphoria, sedation, respiratory depression, and opioid-like withdrawal syndromes, with users acknowledging its significant addiction potential.

The pharmacological profile, abuse liability, and emerging patterns of non-medical use establish 7-OH as a dangerous substance. Current regulatory gaps have enabled widespread availability of these products despite their opioid-like properties and necessitate immediate policy intervention to address this emerging threat to American public health.

INTRODUCTION

The Context for 7-OH Concerns

7-Hydroxymitragynine (7-OH) is a component of the plant kratom (*Mitragyna speciosa*), a tropical evergreen tree in the Rubiaceae family that grows in the wetlands of Southeast Asia (Brown et al., 2017). Kratom leaves contain over 50 alkaloids, with mitragynine and 7-OH being the primary psychoactive constituents (Warner et al., 2016). Its leaves, consumed as a tea or in dry leaf form, have been used for centuries in both medicinal and recreational settings, largely due to the properties of its alkaloids mitragynine and 7-OH. Typically, 7-OH occurs in botanical kratom in amounts no more than ~.01-.04 percent by dry weight (Heywood et al., 2024). Medicinally, kratom has been used to treat headaches, diarrhea, insomnia, anxiety, opioid use withdrawal, and more, while in recreational use cases, it has been associated with feelings of euphoria (Hill et al., 2025). Currently, there are no FDA-approved drugs containing kratom or kratom-derived drug substances such as 7-OH for any therapeutic indications.

Kratom products have grown in popularity since the mid-2000's; however, kratom, mitragynine, and 7-OH have faced regulatory scrutiny in the United States due to concerns about their safety and potential for abuse. None of these substances are lawful when added to conventional foods, as dietary supplements, or as ingredients in any FDA-approved drug, and yet, these substances are still sold in various markets. At the state level, some jurisdictions have implemented restrictions on their sale and use. Until now, 7-OH has not been the sole target of a regulatory response but has always been addressed alongside the kratom plant and mitragynine.

FDA issued its first import alert for kratom in 2012. At the time, kratom was being marketed in various forms for human consumption despite a lack of approved drug uses or established safety as a dietary ingredient. In the years since, additional import alerts have been issued by the Agency. The Drug Enforcement Administration (DEA) and the Department of Health and Human Services (HHS) had given consideration to kratom, as well as its constituents, mitragynine and 7-OH, to determine whether these substances should be recommended for control under the Controlled Substances Act (CSA). Those actions were ultimately suspended in 2018, with the Assistant Secretary for Health at that time stating that the science was incomplete, and the available data were not adequate to support a recommendation to control these substances under the CSA.

Contemporary Outlook

Given the concerning trends with 7-OH and other kratom-related products, FDA has now determined that a more comprehensive assessment of available scientific and medical data on 7-OH is warranted. Many of the products available today, which are often associated with or advertised as kratom, no longer resemble botanical kratom. Instead, they contain “enhanced” or concentrated amounts of 7-OH and are formulated as powders, capsules, and liquid extracts designed to generate a stronger effect on users. Other products are explicitly advertised as 7-OH-containing products. One analysis of websites selling 7-OH products found that most (82.2 %) were formulated as chewable/sublingual tablets, shots, or gummies and marketed specifically as 7-OH only products (92%). The mean cost per recommended dose/serving was \$3.97 (Hill et al., 2025).

As described below, research has shown that 7-OH is a potent mu-opioid receptor agonist, demonstrating pharmacological characteristics that define classical opioids like morphine and fentanyl. Based on its opioid pharmacology, there is significant potential for abuse of 7-OH. In fact, in various preclinical studies it has demonstrated greater potency than classical opioids. For example, 7-OH produces respiratory depression with more than 3-fold greater potency than morphine. Since the substance's therapeutic and psychoactive effects are mediated through the same mu-opioid receptor pathways as classical opioids, it can be considered to have opioid properties warranting similar regulatory consideration (Hill et al., 2025; Obeng et al., 2021).

In this report, FDA presents its new assessment of the available scientific data and literature on 7-OH, as well as more recent law enforcement data and the rapidly evolving trends in kratom-related products. FDA still has concerns about the safety of kratom products more broadly and the unlawful marketing of them under several regulated product categories in the Federal Food, Drug, and Cosmetic Act. However, there is a recognized need for more immediate action to address 7-OH because it is a substance with potent mu opioid agonist properties and significant abuse liability.

ANALYSIS OF DATA ON 7-HYDROXYMITRAGYNE (7-OH)

7-OH Sources and Products vs. Kratom

The alkaloid 7-hydroxymitragynine (7-OH) is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent, described as early as 1994, when it was reported to comprise about 1.6% of the total alkaloid content of kratom leaves (Ponglux et al., 1994). This early reported value is in agreement with more recent assessments that have consistently demonstrated 7-OH as comprising less than 2% of the total alkaloid content in natural kratom as noted below.

7-OH has the chemical structure shown in Figure 1. Its IUPAC name is methyl (E)-2-[(2S,3S,7aS,12bS)-3-ethyl-7a-hydroxy-8-methoxy-2,3,4,6,7,12b-hexahydro-1H-indolo[2,3-a]quinolizin-2-yl]-3-methoxyprop-2-enoate, and it has the molecular formula $C_{23}H_{30}N_2O_5$, with a molecular weight of 414.40 amu.

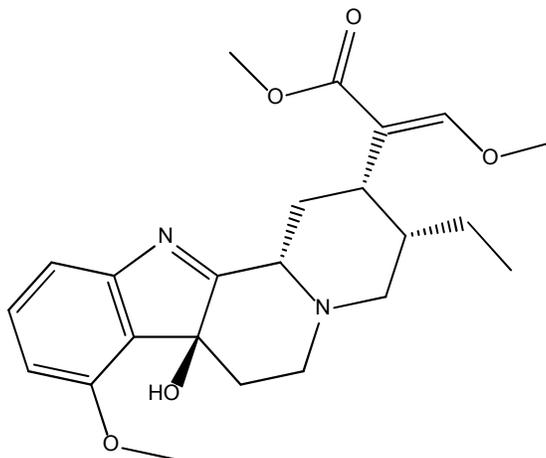


Figure 1. 7-Hydroxymitragynine Chemical Structure

Although details are not well-known, 7-OH is present in some products in amounts far exceeding its natural levels in the kratom plant. The 7-OH in these products is likely derived from the kratom plant. These 7-OH-enhanced products likely involve additional chemical synthetic steps by the producers of these products, converting the more abundant plant alkaloid mitragynine into 7-OH via chemical oxidation.

Data are available regarding 7-OH as a percentage of the total alkaloid content in kratom, and also as a percentage of dried botanical kratom leaf material and other kratom-derived products in the U.S. marketplace. One recent review reports 7-OH as comprising 2% of the total alkaloid content in kratom (Hossain et al., 2023) and this result can be extended to samples of kratom grown in the U.S. (Leon et al., 2009). In another analysis of 13 commercial products purported to contain kratom, the 7-OH content by weight ranged from 0.01-0.04% (Kikura-Hanajiri et al., 2009) a finding in agreement with others that have reported 7-OH to account for less than 0.05% by weight, substantially lower than reported mitragynine amounts (Kruegel et al., 2019). A more

recent study used ecological momentary assessment to evaluate the motivations and patterns of use of adult U.S. kratom consumers (Smith, Panlilio, Feldman, et al., 2024; Smith, Panlilio, Sharma, et al., 2024). As part of the study, subjects provided samples for quantitative testing of their own kratom products that they obtained and were self-administering. Across the 341 samples, the 7-OH content (expressed as a percentage by weight/weight or weight/volume, as indicated) ranged from below the limit of quantitation ($< 0.005\%$) to a maximum of 0.21% with a mean of 0.01% (Sharma et al., 2025). These data suggest 7-OH is present in botanical kratom (i.e., leaf) at relatively low or trace amounts and may be a postharvest oxidative derivative of mitragynine (Karunakaran et al., 2024).

Common forms of kratom sold online include powders, capsules, resin extracts, crushed leaves, and tablets, although loose powder and prepared capsules have been reported to be the most frequently used formulations (Garcia-Romeu et al., 2020; Smith, Panlilio, et al., 2024). While kratom use characteristics are complicated by the diversity of products in the marketplace, survey studies have reported on consumption patterns. Garcia-Romeu collected data from regular kratom users and found that most users reported using 1-3g (49%) or 4-6g (33.4%) of botanical kratom per consumption (Garcia-Romeu et al., 2020). In other survey studies, the self-reported average consumption of kratom powder was 4-5 g per serving with serving sizes ranging between 2.6- 7.5 g (Rogers et al., 2024; Smith et al., 2022). When quantifying the amount of mitragynine consumed through the use of kratom, individuals self-reported consuming an average of 31.3 mg of mitragynine/serving and a range of 78.3 – 134.6 mg of mitragynine per day (Sharma et al., 2025).

Mitragynine, as the most abundant alkaloid in kratom, accounts for about 66% of the *total alkaloid content* of kratom and less than 2% of dried leaf content *by weight*, although there are reports of regional and seasonal variability in the tree's alkaloid composition (Arndt et al., 2011; Leon et al., 2009; Sengnon et al., 2023). For example, Chear and colleagues collected fresh kratom leaves from different locations in Peninsular Malaysia and determined their alkaloid profiles. The mitragynine concentration ranged from 9.38 to 18.85 mg/g or 0.38% to 1.89% of dried leaf weight while the 7-OH concentration ranged from 0.05 to 0.15 mg/g or 0.005% to 0.015% (Chear et al., 2021).

Despite the low amounts of 7-OH in botanical kratom, there are reports of its more-enhanced presence in commercial kratom-related products (Grundmann et al., 2024), although some products have been identified in reports from nearly a decade ago. For example, Lydecker and colleagues tested eight commercially available kratom products for their alkaloid content(s). In seven of the eight products tested, they found levels of 7-OH to be 109-509% higher than expected, based on naturally occurring levels of 7-OH reported in the kratom plant (Lydecker et al., 2016). More recently, the Tampa Bay Times purchased twenty kratom-derived products from local stores. One of those products consisted of pressed pills and contained 15 mg/pill of 7-OH, an amount far greater than observed in any botanical kratom preparation to date (Ogozalek, 2023). In addition to the verified amounts of 7-OH in the products obtained by Lydecker et al. and the Tampa Bay Times, other products *labeled and/or purported* to have high levels of 7-OH appear to be readily available for purchase online.

In summary, the low amounts of 7-OH in natural botanical kratom products is well-established as a percentage of alkaloid content, as a percentage of dried kratom leaf material, and in products representing other dosage forms made from natural kratom and consistent with its natural

composition. However, there are also a concerning and increasing number of products being sold that have unexpectedly and unnaturally high levels of 7-OH. This poses a threat to public health that is more clearly understood based on the pharmacological properties and effects of 7-OH, discussed in the preclinical data section below, and also in the limited information available on known patterns of human use and resulting harms discussed below. These sections will present and discuss the evidence in the available data that establishes the mu opioid agonist pharmacology associated with 7-OH in particular.

Patterns of 7-OH Use, Human Exposures, and Law Enforcement Data

There are several sources of information to characterize the current patterns of 7-OH use and the resulting harms to individuals who knowingly or unknowingly are exposed to 7-OH at significant doses from 7-OH-enhanced products, as described in the subsections below.

National Drug Early Warning System (NDEWS)

The National Drug Early Warning System (NDEWS) provides real-time surveillance from sentinel sites across U.S. to detect early signals of potential drug epidemics using novel (e.g., street reporting, web monitoring) and traditional data sources (e.g., OD deaths, treatment admissions).

NDEWS analyzed Reddit posts mentioning 7-OH during January to September 2024 and found that posts increased over this time. These posts are broad and can vary in content but have included warnings from Reddit users about respiratory depression, potency, dependence and long-lasting withdrawal (NDEWS, 2024).

Social Media

A variety of social media outlets were assessed for mentions and/or discussions of 7-OH. Websites included:

- erowid.org - a member-supported organization providing access to information about psychoactive plants, chemicals, and related issues;
- bluelight.org - an international message board that educates the public about responsible drug use by promoting free discussion, advocating harm reduction, and attempting to eliminate misinformation;
- reddit.com - online forum that functions as a vast collection of user-driven communities, known as sub-Reddits, each centered around specific topics.

It is important to note that all considerations of these social media sources are, at best, anecdotal in considering the risks and abuse potential associated with 7-OH products. However, it is clear that there is fairly widespread understanding of the availability of products specifically targeting high levels of the substance 7-OH, distinct from kratom products generally. In analyzing these social media posts, some relevant themes have been identified and include mention of the following: euphoria and an opioid-like “buzz”/high as motivation for consuming 7-OH; availability of “candy-like” formulations which users acknowledge as having a risk of overconsumption to their own detriment; perceptions of therapeutic value of 7-OH in self-treating pain and anxiety; concerns over loss of access to these products if they were to be banned; acknowledgement that use of these products could lead to overdose and serious

outcomes including death; and acknowledgement that use could lead to addiction and has caused users to experience withdrawal symptomology much like that produced by other commonly abused opioids.

Drug Enforcement Administration Toxicology Testing Program (DEA TOX)

The Drug Enforcement Administration Toxicology Testing program (DEA TOX) conducts analyses of voluntarily submitted leftover or previously collected biological samples from drug overdose victims to identify novel psychoactive substances (NPS) and other drugs of abuse in subjects with fatal and nonfatal overdose. The DEA TOX database was queried for reports of mitragynine, 7-OH, or mitragynine pseudoindoxyl from 2019-2025. A total of 103 cases, some fatal and some non-fatal, were identified in this selected sample; this database does not include all overdose cases, and the number of samples voluntarily submitted for analysis may vary year to year based on unknown factors.

It is notable that the utility of the DEA TOX data is limited because it generally cannot be discerned whether deaths are related to mitragynine, 7-OH, or mitragynine pseudoindoxyl, or some combination thereof. In addition, although 7-OH and mitragynine pseudoindoxyl are not typically found in appreciable amounts in fresh kratom leaves (Hill et al., 2025), both are metabolites of mitragynine, complicating forensic assessments of causality (Kamble et al., 2020). These are significant limitations in making inferences from these data; however, the number of fatal overdose cases in which one or more of these substances were detected for 2023 to 2025 are approximately three-fold higher than for the years 2019 through 2022, coinciding with the more recent entry of more-concerning kratom-related products in the marketplace, such as 7-OH.

Human Exposures in Pharmacokinetic Studies

Pharmacokinetic (PK) data for 7-OH are sparse, as to our knowledge, no clinical studies have been performed using isolated or purified 7-OH. Nonetheless, there are 7-OH PK data derived from a small number of studies using botanical kratom. Most available clinical PK data for 7-OH are variable, which may be for several reasons such as genetic differences in kratom plants, different formulations (e.g., teas, capsules, etc.), and methods of analysis. Much of the data is also from non-controlled studies making it difficult to interpret the results. Huestis and colleagues conducted a randomized, between-subject, double-blind, placebo-controlled dose escalation study of 500-4000 mg encapsulated dried kratom leaf powder corresponding to mitragynine doses of 6.65-53.2 mg. Twelve subjects enrolled in the study (n=12). Blood plasma levels of mitragynine and 7-OH were assessed after a single dose, and then again after 15 days of continuous dosing. According to the study authors, peak plasma levels of 7-OH (i.e., C_{max} values) and exposure (i.e., area under the curve, (AUC)) were lower than mitragynine but increased in a dose proportional manner and ranged from 3.6 to 22.7 ng/mL while the time to peak plasma levels (i.e., T_{max} values) ranged from 1.2 – 1.8 h. The half-life of 7-OH increased with increasing dose and ranged from a mean of 1.7 to 4.7 hours. During the multiple dose phase of the study, 7-OH steady state was reached in about 7 days (Huestis et al., 2024).

In another study examining the PK properties of 7-OH, sixteen healthy subjects (n=16) received kratom tea containing 23.6 mg of mitragynine. Subjects were administered tea in two sessions: once with tea alone, and in a second session following pretreatment with itraconazole, a

CYP3A4 inhibitor. The 7-OH C_{max} was 12.81 ± 3.39 ng/mL which occurred 1.7 h after administration (T_{max}). In the second session after pretreatment with itraconazole (200 mg), the C_{max} decreased 56% with a concomitant 43% decrease in AUC. These data describe the PK of 7-OH and demonstrate that the metabolism of mitragynine to 7-OH is heavily dependent on CYP3A4 (Mongar et al., 2024).

Tanna et. al., assessed the PK of a single orally administered dose of kratom (2 g), in the form of a tea, to healthy adult subjects ($n = 5$ completers). According to the authors, there were only trace amounts of 7-OH ($< LOQ$) in the starting product, therefore, the assumption was made that 7-OH was generated from the metabolism of mitragynine *in vivo*. The authors identified a PK difference between enantiomers of kratom alkaloids in either the 3S or 3R configuration. 7-OH has a 3S configuration which, according to the authors, leads to a shorter T_{max} , lower exposure (AUC), longer terminal half-life, and a higher volume of distribution during the terminal phase compared to the 3R alkaloids. Measured 7-OH in plasma samples demonstrated that 7-OH had a $C_{max} = 16.1$ nM, $T_{max} = 1$ h, half-life = 5.67h, and an $AUC_{0-120h} = 103$ nM x h.(Tanna et al., 2022).

Epidemiological Data Sources

Limitations with the Epidemiological Data Sources

Because 7-OH appears to be a novel, emerging public health threat, the ability of public health surveillance systems to monitor 7-OH specific risks may be limited. For example, large national surveys such as the National Survey on Drug Use and Health include questions about use of kratom, but not 7-OH. Additionally, there may be a lack of awareness among consumers of kratom-related products that they are obtaining 7-OH enhanced products, and thus use of 7-OH would likely be underreported in data collected using self-report. Many forensic laboratories test for mitragynine as a marker of kratom use. In these cases, 7-OH overdose cases and fatalities may incorrectly be classified as kratom and/or mitragynine-related (Smith, Boyer, et al., 2024). Furthermore, toxicology reports documenting presence of 7-OH are difficult to interpret, because 7-OH is a known metabolite of mitragynine in humans. All of these issues complicate the real-world assessment of risks associated with use of 7-OH containing products as distinct from risks associated with kratom and other mitragynine-containing products.

FDA's Adverse Event Reporting System

Although FDA's Adverse Event Reporting System (FAERS) has documented cases reporting adverse events (13 cases, including 2 deaths) suspected to involve 7-OH, ambiguity about the contributory role of 7-OH from uncharacterized products or concomitant medications and underlying disease limits interpretation. Therefore, we do not include further analysis of these FAERS cases here.

America’s Poison Centers, National Poison Data System

National Poison Data System (NPDS) receives near real-time data from the nation’s poison centers (PC), providing information and assistance to callers on exposures to prescription drugs, over-the-counter medications, unapproved products, and other substances. PC healthcare professionals systematically follow up on exposure cases to document medical and clinical effects. Quality control measures are used to ensure data accuracy and completeness. Notably, 7-OH specific NPDS codes were only recently added (Feb-May 2025), and therefore the NPDS reporting period is limited to 2/1/2025-4/30/2025. As shown below, there were a total of 53 exposure cases involving 7-OH during this time period, the majority of which involved abuse-related reasons for use (i.e., “intentional abuse”). Most single-substance 7-OH exposure cases resulted in minor or moderate clinical outcomes, with several documented has having major clinical outcomes.

Table 1. National Poison Data System Closed Human Exposure Cases*, 2/1/2025-4/30/2025

| | Number of exposure cases** | Number of abuse cases** | Single substance exposure cases | Single substance abuse cases |
|--|----------------------------|-------------------------|---------------------------------|------------------------------|
| Total cases involving 7-OH | 53 | 24 | 37 | 16 |
| Reason | | | | |
| Adverse drug reaction | 4 | | 2 | |
| Intentional- abuse | 24 | | 16 | |
| Intentional- misuse | 4 | | 3 | |
| Intentional - Suspected suicide | 2 | | 0 | |
| Other – Withdrawal | 8 | | 6 | |
| Unintentional – general | 4 | | 4 | |
| Unintentional- misuse | 1 | | 1 | |
| Unintentional therapeutic error | 4 | | 3 | |
| Unknown reason | 2 | | 2 | |
| Related clinical outcomes | | | | |
| Minor | | | 6 | 3 |
| Moderate | | | 13 | 6 |
| Major | | | 3 | 1 |
| Not followed, minimal clinical effects possible | | | 5 | 3 |
| Unable to follow, judged as potentially toxic exposure | | | 1 | 0 |
| Age | | | | |
| <18 years | 6 | 1 | 5 | 0 |
| ≥ 18 years | 46 | 23 | 32 | 16 |
| Unknown age | 1 | 0 | 0 | 0 |
| *Excludes cases classified as 'confirmed non-exposure' | | | | |
| **Cases may involve other substances, besides 7-OH | | | | |
| Related clinical outcomes include cases with clinical effects deemed “related” to exposure based on timing, severity, and assessment of clinical effects by Poison Center Specialists. Definitions available from America’s Poison Centers: NPDS Full Report 2023. Page 235. | | | | |

Note: This analysis used the case listing data in NPDS to identify and characterize cases documented as involving 7-OH. As of July 2025, an in-depth review NPDS case narrative data was ongoing; this further review may yield different numbers from those presented here.

Summary of Epidemiological Data and 7-OH Concerns

Available surveillance data indicate that abuse of 7-OH is occurring and is associated with serious harms; however, as noted previously, it is difficult to quantify the public health burden because surveillance systems do not provide estimates for the prevalence of 7-OH use and are only beginning to track the specific involvement of 7-OH enhanced products in exposure cases and overdoses. The current epidemiologic data on 7-OH exposures often lack sufficient detail to distinguish with confidence involvement of botanical kratom products from 7-OH enhanced products.

Preclinical Data Characterizing 7-OH Pharmacology

Although there are limited data from human studies to characterize effects of 7-OH in humans, as noted above, there is a large body of *in vitro* and animal studies that provide extensive evidence of 7-OH as a potent mu opioid agonist, as described in below subsections.

In Vitro Data

Receptor Binding Studies

7-OH has been shown to have affinity and activity at mu opioid receptors. In a study using human embryonic kidney (HEK) cells with cloned, human opioid receptors, 7-OH demonstrated high affinity for the mu opioid receptor ($K_i = 47 \text{ nM}$) relative to kappa ($K_i = 188 \text{ nM}$) and delta opioid receptors ($K_i = 219 \text{ nM}$) (Kruegel et al., 2016). In a second study using HEK 293 cells expressing human mu and other opioid receptors, 7-OH demonstrated high affinity for mu opioid receptors ($K_i = 16 \pm 1 \text{ nM}$) and its affinity was greater than mitragynine ($K_i = 238 \pm 28 \text{ nM}$) and lower than morphine ($K_i = 1.50 \pm 0.04 \text{ nM}$) (Todd et al., 2020). Using an *in vitro* radioligand binding assay with CHO cells expressing murine-derived opioid receptors, 7-OH demonstrated relatively high affinity for mu-opioid receptors ($K_i = 37 \pm 4 \text{ nM}$), relative to mitragynine ($K_i = 230 \pm 47 \text{ nM}$), although its affinity was lower than morphine ($K_i = 4.6 \pm 1.8 \text{ nM}$) (Varadi et al., 2016). Other studies conducted using whole brain homogenates of guinea pig brain tissue have also demonstrated that 7-OH has high affinity at mu opioid receptors ($K_i = 8.0 \text{ nM}$) relative to kappa ($K_i = 6.7 \text{ nM}$) and delta opioid receptors ($K_i = 6.8 \text{ nM}$) (Matsumoto et al., 2004). Obeng and colleagues evaluated the binding affinity of 7-OH using human recombinant HEK 293 cells expressing mu opioid receptors. Their results are in agreement with the data presented above where the authors found that 7-OH binds with high affinity ($K_i = 7.2 \text{ nM}$) to mu opioid receptors relative to delta ($K_i = 236 \text{ nM}$) and kappa ($K_i = 74.1 \text{ nM}$) receptor subtypes (Obeng et al., 2020). A number of additional binding studies are in keeping with the data described above, demonstrating the affinity of 7-OH for mu opioid receptors across a variety of binding assays (Chakraborty et al., 2021; Matsumoto et al., 2008; Obeng et al., 2021; Takayama et al., 2002).

The results of the receptor binding studies with 7-OH are in keeping with *in silico* receptor binding models that suggest 7-OH has high affinity for the mu opioid receptor. The *in silico* modeling results were subsequently confirmed with a radioligand binding assay where 7-OH demonstrated high affinity for cloned, human mu opioid receptors ($K_i = 70 \text{ nM}$). (Ellis et al.,

2020). Collectively, the available receptor binding data demonstrate the affinity and binding of 7-OH to mu opioid receptors.

Functional Studies

Many of the studies referenced above performed additional assessments of 7-OH to determine its functional activity after binding (i.e., agonist or antagonist effects). These studies have consistently demonstrated that 7-OH produces mu-opioid agonist effects. For example, Kruegel and colleagues examined the functional activity of 7-OH and mitragynine in HEK cells expressing opioid receptors using a bioluminescence resonance energy transfer (BRET) assay. Both mitragynine and 7-OH functioned as partial agonists, producing Emax values of 34% and 47% respectively and EC₅₀ values of 339 ± 178 nM and 34.5 ± 4.5 nM (Kruegel et al., 2016). Activation of the mu opioid receptor pathway was also investigated using forskolin-stimulated cyclic adenosine monophosphate (cAMP) accumulation in Chinese Hamster Ovary (CHO) cells expressing mu opioid receptors. In this assay, 7-OH produced a maximal activation (Emax) of 85.9%, a value similar to that produced by the positive control comparators DAMGO (86.2%) and morphine (86.9%). These data suggest 7-OH acts a full mu opioid agonist (Todd et al., 2020). Similarly, Matsumoto and colleagues concluded that 7-OH was “found to have an opioid agonist property on μ- and/or κ-opioid receptors” based on its ability to inhibit contraction of isolated guinea pig ileum. In this assay, 7-OH displayed approximately 13-fold greater potency than morphine and 46-fold greater potency than mitragynine. The inhibition was reversed by naloxone, suggesting the effects are mediated via mu opioid receptors (Matsumoto et al., 2004). Other functional assays produced results that are aligned with Matsumoto and colleagues. For example, using a cAMP mobilization assay as a measure of functional effects, 7-OH acted as a full agonist with an EC₅₀ of 7.6 nM, and was more potent than mitragynine (EC₅₀ 307.5 nM) (Obeng et al., 2020). Likewise, when evaluating the agonist activity of 7-OH in an electrically stimulated guinea pig ileum, 7-OH acted as a full agonist and was more potent than morphine (Takayama et al., 2002). Finally, using a [³⁵S] GTPγS functional assay, 7-OH produced an Emax of 77% with an EC₅₀ of 53.4 nM, further demonstrating its agonist effects (Varadi et al., 2016).

Animal Data on Behavioral and Physiological Effects

Conditioned Place Preference

Conditioned place preference (CPP) is a commonly utilized animal model to study the rewarding effects of drugs. In this paradigm, an animal is conditioned to associate a particular environment with a drug treatment, and an alternative environment with a non-drug condition. After repeated sessions, the animal is then observed under non-drug conditions to determine which environment the animal prefers. CPP is established if the animal spends more time in the drug-paired compartment vs. the vehicle-paired compartment (Mombelli, 2022; Prus et al., 2009). Many drugs of abuse produce CPP, though notably, it is not a direct measure of reinforcing effects.

Using the CPP paradigm, several studies have demonstrated the ability of 7-OH to produce rewarding effects and that it does so more potently than morphine. Gutridge and colleagues employed C57BL/6 mice and demonstrated the development of CPP after 3 mg/kg 7-OH. CPP was observed after both doses although 7-OH required more sessions (4 sessions) whereas morphine (6 mg/kg) was able to establish CPP in two sessions (Gutridge et al., 2020). Similarly,

other studies have demonstrated the ability of 7-OH (2 mg/kg) to produce CPP, and that it does so with greater potency than morphine (Matsumoto et al., 2008).

Drug Discrimination

Drug discrimination is an experimental method in which animals identify whether a test drug produces interoceptive effects similar to those produced by a drug to which the animals are trained to differentiate from placebo, and which has known pharmacological properties. If the known drug is one with abuse potential, drug discrimination methods can be used to predict if a test drug will have abuse potential in humans (Balster & Bigelow, 2003; Solinas et al., 2006).

For abuse assessment purposes, an animal is trained to press one bar when it receives a known drug of abuse (the training drug) and another bar when it receives placebo. A challenge session with the test drug determines which of the two bars the animal presses more often as an indicator of whether the test drug is more like the known drug of abuse or more like placebo. A test drug is said to have “full generalization” to the training drug when the test drug produces bar pressing >80% on the bar associated with the training drug (Ator & Griffiths, 2003; Swedberg, 2016; Walker, 2018; Young, 2009). A test drug that generalizes to a known drug of abuse will likely be abused by humans (Balster and Bigelow, 2003).

Male Sprague Dawley rats were trained to discriminate morphine (5.0 mg/kg i.p.) from saline using a 30 min pretreatment time and FR10 schedule of reinforcement. After successful training, substitution tests with 7-OH (0.3, 1.0 and 3.0 mg/kg) were performed. The highest dose of 7-OH (3.0 mg/kg) produced complete substitution for the morphine stimulus cue. Moreover, pretreatment with naloxone significantly reversed the 7-OH substitution and resulted in saline-like responding. Notably, in this study, 7-OH was more potent than morphine (Harun et al., 2015).

In a second study, the discriminative stimulus effects of 7-OH were examined in separate groups of rats trained to discriminate either morphine (3.2 mg/kg i.p., 15 min pretreatment) or mitragynine (32 mg/kg i.p., 30 min pretreatment) from saline. After successful acquisition of discrimination training 7-OH was administered in substitution tests. 7-OH was administered i.p., with a 15 min pretreatment time in a dose range of 0.1-17.8 mg/kg. In the morphine-trained rats, 7-OH produced complete substitution at doses above 0.56 mg/kg, with the 1.0 mg/kg dose producing 100% drug-lever-appropriate responding and a resultant ED₅₀ of 0.28 mg/kg. Notably, the dose-response curve was shifted to the left, demonstrating an increased potency of 7-OH relative to morphine. In addition, pretreatment with 0.032 mg/kg naltrexone shifted the dose-response curve to the right suggesting substitution was mediated via mu-opioid receptors (Obeng et al., 2021). Taken together, the drug discrimination data demonstrate the ability of 7-OH to substitute and mimic the stimulus effects of morphine, and that 7-OH is more potent in doing so. These data are a strong indication that 7-OH produces subjective effects in humans that are similar to opioids, along with an associated abuse potential.

Self-Administration

Self-administration is a method that assesses whether a drug produces reinforcing effects that increase the likelihood of behavioral responses in order to obtain additional drug (i.e., whether an animal will press a lever for a drug injection). Drugs that are self-administered by animals are

likely to produce rewarding effects in humans, which is indicative of abuse potential. Generally, a good correlation exists between those drugs that are self-administered by animals and those that are abused by humans (Balster & Bigelow, 2003; Brady et al., 1987; Johanson & Schuster, 1981; Panlilio & Goldberg, 2007). It is notable that self-administration is a behavior that is produced by drugs that have been placed into every schedule of the CSA. Additionally, rates of self-administration for a particular drug will go up or down if the available drug dose or the work requirement (bar pressing for drug) is altered. Positive results from a self-administration study provide an abuse potential signal, suggesting that a drug has rewarding properties, but not necessarily that it produces more rewarding effects than another drug in humans.

7-OH produces reinforcing effects and is self-administered by rodents. In the study, rodents were trained to self-administer morphine (100 µg/infusion) and faded to 50 µg/infusion once stable responding was achieved. Thereafter, extinction sessions were performed to confirm acquisition of the self-administration training prior to substitution tests. Substitution tests were performed with 7-OH doses of 2.5, 5, 10 and 20 µg/infusion. In the substitution tests, 7-OH produced an inverted U-shaped curve and the number of infusions for 5 and 10 µg/infusion of 7-OH were significantly greater than vehicle, demonstrating the reinforcing effects of 7-OH (Hemby et al., 2019).

The self-administration of 7-OH was blocked by both a mu opioid antagonist (naloxonazine) and a delta opioid antagonist (naltrindole), suggesting its reinforcing effects are mediated via opioid receptors. In addition, peak morphine self-administration occurred at 50 µg/infusion while peak 7-OH infusions occurred at 5 µg/infusion, demonstrating a substantially increased potency of 7-OH relative to morphine.

There are some pharmacokinetic (PK) data available from animal studies involving the administration of isolated, i.e., single entity, 7-OH. Following a single oral dose (1 mg/kg 7-OH) to beagle dogs, absorption was rapid, with a peak plasma concentration (i.e., C_{max}) of 56 ± 1.6 ng/mL 15 minutes post-dose. The elimination half-life was slower, producing a mean of 3.6 ± 0.5 h. No AEs were observed, and no abnormal laboratory findings were reported (Maxwell et al., 2021). In adult male and female mice, the PK parameters of 7-OH were investigated after a single oral dose of 50 mg/kg 7-OH. The tissue distribution of 7-OH was observed in descending order: liver > kidney > spleen > lung > brain. Plasma C_{max} values were 0.6 and 0.9 µg/mL in males and females with a T_{max} value of 0.5 hr. Area under the curve (AUC) values over 48 hours (AUC_{0-48} hr* µg/mL) were 1.4 and 2.9 in male and female mice (Berthold et al., 2022).

Antinociceptive Effects

The antinociceptive effects of 7-OH were investigated in mice using the tail flick and hot plate tests. These tests are commonly used to examine pain and analgesic effects in rodents (D'Amour & Smith, 1941). In these tests, rodents are subject to a heat stimulus and timed for the duration it takes to move their tail (i.e., tail flick) or produce a response such as jumping, licking, or shaking of limbs (i.e., hot plate).

In the tail flick test, subcutaneous administration of 7-OH (2.5 – 10 mg/kg) produced both time and dose-related antinociceptive effects. Notably, the dose-effect curve for 7-OH was shifted to the left, indicating a greater potency than the positive control comparator, morphine. Similar results were observed in the hot plate test, and when morphine and 7-OH were administered

orally. Naloxone (2 mg/kg s.c.) inhibited the effects of 7-OH and morphine in both tests (Matsumoto et al., 2004; Matsumoto et al., 2008). Concurrent results were observed by Obeng and colleagues using the hot plate test. In their study, 7-OH (0.0032 – 3.2 mg/kg, i.v.) produced maximum antinociceptive effects and was more potent morphine but less potent than fentanyl when administered intravenously. Likewise, naltrexone (0.1 mg/kg) reversed the antinociceptive effects of 7-OH suggesting the antinociception was mediated via mu opioid receptors (Obeng et al., 2020).

Respiratory Depression

A major risk of opioid exposure and cause of opioid-induced death is respiratory depression (Baldo & Rose, 2022; Bateman et al., 2023). To examine the respiratory effects of 7-OH in rodents, whole body plethysmography was used in freely moving, awake rats. Both morphine (10 and 32 mg/kg, i.v.) and 7-OH (1, 3.2, and 10 mg/kg, i.v.) induced significant respiratory depression as assessed by minute volume, tidal volume, and breathing frequency. The mu-opioid agonist naloxone (1.0 mg/kg i.v.) reversed these effects, a finding consistent with the mu opioid effects of 7-OH (Zuarth Gonzalez et al., 2025). These data highlight a potential risk factor of 7-OH exposure and suggest 7-OH may expose individuals to similar risks as classic opioids, including respiratory depression.

Physical Dependence and Withdrawal

It is well-established that chronic administration of opioids leads to the development of tolerance and physical dependence that may culminate into a withdrawal syndrome. In parallel with some of the hot plate tests described above, the ability of 7-OH to produce physical dependence and withdrawal was examined. Mice were treated with subcutaneous 7-OH (10 mg/kg b.i.d.) or morphine (10 mg/kg b.i.d.) for five days. Tolerance was assessed as a reduction of analgesia in the hot plate test. After five days of treatment, both morphine and 7-OH showed a decreased analgesic response on the hot plate test, demonstrating the development of tolerance. In addition, cross-tolerance was also observed between morphine and 7-OH suggesting a similar mechanism of action between the drugs. Finally, after five days of escalating doses of 7-OH and morphine (8-45 mg/kg b.i.d.) the development of withdrawal was assessed with a 3 mg/kg s.c., dose of naloxone injected two hours after 7-OH administration. Both morphine and 7-OH treatment produced signs of withdrawal such as jumping, rearing, urination, ptosis, forepaw tremor, and diarrhea (Matsumoto et al., 2005).

Summary of Preclinical Data

From the studies described above, 7-OH has high affinity for mu opioid receptors and functional activity as an agonist at these receptors. Consistent with this pharmacological activity, 7-OH is self-administered by animals, substitutes for morphine in drug discrimination studies, produces antinociception, and physical dependence leading to withdrawal when administered to rodents. Moreover, 7-OH has consistently demonstrated an increased potency relative to morphine in preclinical rodent studies. These observations suggest 7-OH has pharmacological properties representative of a full mu opioid agonist and an associated high potential for abuse.

CONCLUSIONS

The data described in this report indicate that 7-OH has a significant potential for abuse and associated harms. Conclusively, 7-OH has high affinity and agonist activity at mu opioid receptors. Consistent with this pharmacological mechanism of action, 7-OH demonstrates rewarding effects in that it is self-administered by animals and also produces conditioned place preference, two well-established animal behavioral models measuring rewarding effects as a predictor of abuse potential in humans. In animal drug discrimination studies, 7-OH substitutes for morphine with full generalization. 7-OH is also demonstrated to produce antinociception consistent with opioid pharmacology, and to produce physical dependence when administered to rodents, as evidenced by a classic set of withdrawal signs associated with opioid withdrawal upon discontinuation of opioid administration. Moreover, 7-OH in all above models has consistently demonstrated an increased potency relative to morphine.

Due to the fact that 7-OH is both a metabolite of mitragynine and naturally present in low amounts in botanical kratom, using toxicology results to identify 7-OH as a primary or sole contributor in human exposures is challenging. There is also a need for improved clinical awareness and population surveillance to better characterize patterns of 7-OH use, the products that people are obtaining, and individual treatment needs following 7-OH exposure. Additionally, questions on 7-OH are not generally included in national surveys, and other data sources that rely on self-reported use of 7-OH likely underestimate the number of 7-OH exposure cases, as individuals may be unaware of the distinction from kratom products. Nonetheless, since specific codes were added earlier this year to document 7-OH exposure cases, U.S. poison centers have identified multiple single-substance cases of 7-OH exposure resulting in serious adverse clinical outcomes. Also, although anecdotal, social media and online forums indicate growing awareness and use of 7-OH, and many testimonials of the negative opioid-mediated effects users have experienced, including 7-OH dependence, associated withdrawal syndrome, and addiction.

In the current marketplace in the U.S., 7-OH is increasingly being marketed over-the-counter and online, in concentrated forms or sufficient doses to cause harms to those individuals engaging, knowingly or unknowingly, in use of 7-OH. Based on demonstrated pharmacology, repeated or prolonged use of 7-OH would lead to tolerance, physical dependence, and potentially to opioid addiction— typical of mu opioid agonist drugs of abuse. This public health threat is troubling and requires immediate and impactful policies to educate consumers and take regulatory action that limits access to 7-OH containing products.

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Kratom & 7-OH: What do we know about use, safety, and overdose risk?



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Key Points

- Kratom is a plant from Southeast Asia. Two of its primary psychoactive components are mitragynine and 7-hydroxymitragynine (7-OH). These compounds have opioid-like properties.
- Data and reports suggest kratom use is relatively low in Washington State among those seeking substance use disorder treatment, with some cases of kratom physical dependence and use disorder.
- Kratom offers potential benefits to relieve pain, improve mood, ease opioid withdrawal, and manage symptoms of other substance use disorders, but its effects and safety profile are not fully understood.
- The most commonly reported side effects of kratom are typically mild, but it can also cause serious health issues like respiratory depression, seizures, liver toxicity, and arrhythmias.
- The number of overdose deaths involving kratom in WA State has increased but remain low. Most of these deaths involve other substances as well.
- 7-OH is present at low levels (about 2%) in kratom, however 7-OH is increasingly sold as a stand-alone and more potent product. Concerns about 7-OH's health impacts were expressed by the FDA on July 29, 2025.
 - Preliminary data indicate that 7-OH is much stronger than kratom and can cause severe respiratory depression leading to overdose, which *can* be reversed with naloxone.
 - Opioid use disorder involving 7-OH has been reported by WA State substance use treatment providers and has been successfully treated with buprenorphine.
 - Data on morbidity and mortality associated with 7-OH is very limited; however, treatment providers and the Washington Poison Center report increases in 2025.
- Kratom and kratom-related products such as 7-OH have not been approved by the Food and Drug Administration. More research is needed to evaluate their safety and efficacy and potential consumers should be cautious.
- Contact the Washington Poison Center or WA State Recovery Help Line for for additional information and support.

Introduction

Kratom is a psychoactive substance made from the leaves of the *Mitragyna speciosa* tree, native to Southeast Asia. Use and impacts of kratom are not well understood. Advertisements at gas stations are common, and there are occasional media reports of its involvement in deaths, leading to questions like: *What is kratom? Why do people use it? Is it dangerous? Can you be addicted to kratom?* We answer these common questions below.

Background

Kratom is reported to be used, and sometimes advertised, for its potential to relieve pain, increase energy, improve mood, and alleviate opioid withdrawal (opioids include substances such as morphine, oxycodone, heroin, and fentanyl). Kratom's components tend to produce stimulant-like effects at lower doses and depressant effects at higher doses.¹ The primary compounds in kratom, mitragynine and 7-hydroxymitragynine (7-OH), partially activate opioid receptors to relieve pain and induce mild euphoria. These compounds act on several neurotransmitter systems, suggesting potential antidepressant, anxiety-relieving, and antipsychotic effects.¹

While there are potential therapeutic benefits of kratom, there are also safety concerns. More research is needed to better understand kratom's effects, which may vary greatly depending on the amount taken, how it's processed, and varying quality and consistency of products.² Kratom is typically sold as dried leaves, commonly brewed into tea, or in capsules. It is more recently available as extracts or edibles, which may be considerably more potent.² The use of 7-OH as an isolated compound, typically available in tablet and liquid forms, has increased, and users report that it is much stronger than kratom. The FDA reports that 7-OH binds to opioid receptors three times stronger than morphine, indicating it has strong opioid effects.³ High potency kratom products and polysubstance use including kratom has been linked to deaths.

Kratom and 7-OH are not currently federally scheduled, meaning they are not illegal nor is a prescription required, but kratom has been banned in some states and local municipalities. These products are widely available and commonly sold online, at smoke shops, at gas stations, and in some bars. The Food and Drug Administration (FDA) has not fully evaluated or approved kratom or any kratom-related products and warns against their use.⁴

Common questions about kratom

How common is kratom use?

The number of people using kratom in the United States is difficult to determine. National surveys likely underestimate its use, with studies suggesting that 1-6 million Americans have tried kratom at some point. The American Kratom Association estimates significantly higher numbers, with 10-15 million people in the U.S. having tried kratom and about 5 million current regular users.² Evidence suggests kratom is most often used by current and former opioid users to manage pain, opioid withdrawal, and opioid cravings.⁵

How often do people in treatment for opioid use disorder report using kratom? How do they do in treatment?

Local data from Washington State's opioid treatment programs (OTPs) suggest kratom is rarely reported by clients as their primary substance of use; only 12 patients statewide among 19,162 individuals in care reported kratom as their primary substance used upon entering treatment (*Personal communication, Lauren Kula, Washington State Health Care*



Photo credit: Caleb Banta-Green.

Authority, August 4, 2025). However, improved data collection methods are needed to better understand local rates of use and use disorder.

Washington State health care and substance use disorder (SUD) treatment providers report low prevalence of kratom use among their patients, although most settings do not commonly or systematically screen for kratom. Consistent with existing research, these providers from across WA State find that patients typically use kratom to manage opioid withdrawal symptoms but then find that they become dependent on kratom or 7-OH as well. Health care providers report that the medications for opioid use disorder (OUD), methadone and buprenorphine, have worked well with people with OUD who are physically dependent on kratom or 7-OH.

We have two patients who were using heroin and then switched to exclusively using kratom for the next two years. It kept them from going into opioid withdrawal[,] so they were able to successfully get off heroin. They would feel withdrawal symptoms, however, if they didn't use the kratom for several days and came to us because they were afraid that if kratom ever became banned by the FDA, they would return to heroin (or now fentanyl). We placed them on Suboxone [a brand name for oral buprenorphine] as they dropped the kratom, and just recently they switched to Sublocade [a brand name for long-acting injectable buprenorphine]. They are doing fantastic. – Physician

I have treated one patient for kratom dependence. They started opioids with oxycodone pills, did not like being hooked on that and found kratom kept withdrawal away...until they tried to stop that as well. [They] came to our clinic [and] did well on... [buprenorphine]. For a few years after that I would specifically ask about kratom use, including a question on our preliminary assessment form. No one else endorsed using [kratom]. I have since stopped asking. –Physician

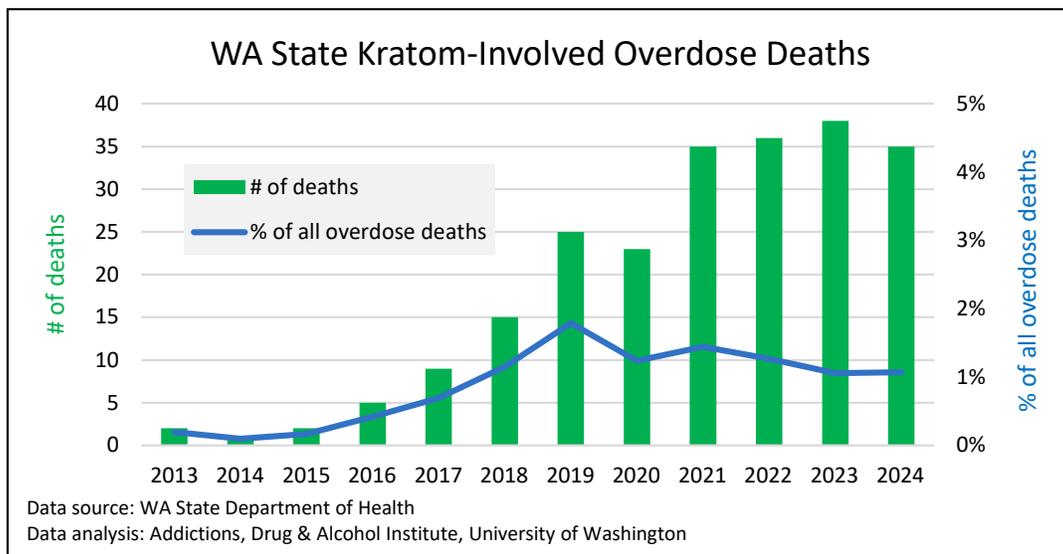
We have been testing for kratom but rarely see it... I think it's a group that is used to 'harder' drugs and kratom just doesn't clear the bar. We have had 3-4 people come to us for medications for OUD for kratom dependence and have had fine outcomes with both buprenorphine and methadone. [In] my inpatient work we frequently see kratom dependence as a secondary problem to other use disorders and maybe one primary kratom dependence case in [about] 2 years. – Physician and OTP medical director

It's [7-OH] so much stronger than regular Kratom. Withdrawal is seriously difficult. We have treated 5 people with buprenorphine (which] works well.. – Substance use disorder professional

How often is kratom involved in overdose deaths?

The figure below shows the number of overdose deaths (also known technically as “poisoning”) in Washington State in which kratom was detected. Since 2013, when the first two deaths involving kratom were reported, the number of deaths has increased to 35 in 2024. The percent of all overdose deaths in which kratom was detected has been very low overall and only 1% in 2024. In comparison, in 2024 there were 2,275 overdose deaths in WA State involving “other synthetic opioids,” predominantly non-pharmaceutical fentanyl, representing 70% of all overdose deaths.⁶

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Most drug overdoses involve multiple drugs. However, because of inconsistent coding of kratom in multiple drug categories, it is not possible to use International Classification of Diseases (ICD) coding to analyze death certificate data to identify all of the substances detected in a death. Therefore, to explore the presence of other drugs in kratom-involved overdose deaths, ADAI staff manually analyzed the “cause of death” text field from death certificate data for deaths in which kratom/mitragynine was reported in WA State for 2024. These data indicated that among the 35 kratom-involved deaths in 2024:

- 83% (n=29) involved at least one other drug
- 69% (n=24) involved at least one opioid
- 63% (n=22) involved fentanyl with or without other substances
- 17% (n=6) involved only kratom

For comparison, among 4,853 deaths in WA State in 2023 and 2024 that involved “other synthetic opioids” (mostly non-pharmaceutical fentanyl) and in which heroin was not present, 23% had no other drug detected.⁶ That is, there were many more deaths involving fentanyl than kratom, and a larger proportion of fentanyl deaths involved no other drug, suggesting kratom is a less lethal substance despite its widespread availability. It may be difficult to identify 7-OH involved overdose deaths, as it is unclear whether 7-OH would specifically be recorded on death certificates

A detailed analysis of kratom-involved deaths in Florida was conducted by the Tampa Bay Times. They analyzed data from 2013, when the first kratom-involved death was detected, through June 30, 2022. A minority of cases, 8%, involved kratom without any other substances present.⁸ Parallels with WA State data include that 2013 was the same year that a kratom-involved death was detected in both states, and both states report similar, low proportions of deaths involving just kratom.

Evidence on risks and benefits

Research on kratom, especially in the U.S., is limited, with most data coming from case studies and observation. Currently, there is not enough information on kratom to report more definitively on its impact on health and well-being. The National Institute on Drug Abuse (NIDA) notes on their webpage that “NIDA supports and conducts research to evaluate potential medicinal uses for kratom and related chemical compounds...NIDA also supports research towards better understanding the health and safety effects of kratom use. Rare but serious effects have been reported in people who use kratom.”⁹

Evidence suggests that kratom may be effective as an analgesic and may decrease the use of other drugs.¹⁰ People

who use kratom long-term report benefit in managing SUD symptoms (e.g., reducing cravings and use of other substances) and relief from withdrawal symptoms for alcohol, opioids, and other drugs.¹⁰ Results of preclinical studies in animals also strongly suggest that kratom/mitragynine is useful for alleviating pain and opioid withdrawal and has a lower risk of central nervous system effects and respiratory depression than conventional opioids.^{1,11} People who use kratom daily have also reported improvements in daily living and productivity, including reduced pain, improved mood, increased energy, and alertness. Euphoria or feeling “high” is less frequently reported.¹²

The most commonly reported side effects of kratom are typically mild and include agitation, irritability, tachycardia (high heart rate), nausea, vomiting, confusion, drowsiness, and hypertension. Kratom can also cause serious health issues like respiratory depression, seizures, liver toxicity, and irregular heart arrhythmias. Other adverse effects include hallucinations, delusions, depression, dizziness, difficulty sleeping, sweating, tremor, reduced appetite and anorexia, constipation, transient erectile dysfunction, difficulty sleeping, sweating, darkening patches of skin, and hair thinning. Higher doses of kratom and concentrated products are riskier. Using kratom with other substances can enhance the effects of those substances, which may increase negative effects.^{1,13} Furthermore, kratom’s unregulated status as a dietary supplement warrant concern for contamination, mislabeling, and varying quality and consistency, circumstances which have led to serious illness and death.^{1,9,13,14}

People who use kratom frequently can develop tolerance, dependence, and cravings, suggesting the potential for kratom use disorder. However, most users do not report social or functional impairment, a necessary component of a substance use disorder diagnosis.^{12,15} People who use kratom are more likely to have more severe symptoms of SUD related to other substances, but this does not imply that kratom *causes* this. Instead, it may be that people with severe SUD are more likely to use kratom, and thus are trying to stop the use of another, often illicit, substance.^{16,17} A small study showed regular kratom use did not significantly alter health measures, including blood chemistry, organ function, and vital signs of users over time.¹⁸

Less is known about 7-OH morbidity and mortality, but emerging pharmacological data suggests that it is more potent than kratom and mitragynine, and appears to have properties more similar to a pure opioid, including respiratory depression, thereby increasing overdose risk.¹⁹

Recommendations

More information is needed to better understand kratom’s impact. We make the following recommendations based on what is currently known:

- Individuals should carefully weigh the risks before deciding to use kratom and related products such as 7-OH and consider other approaches to manage emotional or physical pain, substance use disorders, and opioid withdrawal. Buprenorphine and methadone are highly effective in treating opioid use disorder, and access is expanding rapidly in WA State.
- Health care providers and SUD treatment providers should be aware of kratom's popularity and potential effects, risks, and medication interactions. Recent reviews of the clinical pharmacology of kratom are available.²⁰ Ask patients about all substances they use, including kratom, in a supportive and non-judgmental way to encourage open conversations. Talk with patients about how kratom may, or may not, fit into their recovery and/or harm reduction goals and strategies.
- Kratom offers potential benefits to relieve pain, improve mood, and manage SUD symptoms, but its effects and safety profile are not fully understood. Reports from WA State data and local health care professionals suggest kratom use is relatively low and primarily for managing opioid withdrawal symptoms. Some cases of kratom dependency and use disorder have been observed. The number of overdose deaths involving kratom has increased but remain low and rarely involve only kratom. Despite its therapeutic potential, concerns about safety call for a cautious approach.
- 7-OH is an emerging drug that appears to pose a higher risk for overdose and use disorder than kratom.

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/26/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/20/2026

Clerk's File #

ORD C36838

Cross Ref #**Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MIKE PICCOLO 6237

Requisition #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

NO

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

ORDINANCE AMENDING PROVISIONS OF THE CITY'S CODE OF ETHICS

Agenda Wording

An ordinance amending provisions of the City's Code of Ethics; amending sections 01.04B.050, 1.04B.070, 1.04B.150 and 1.04B.170 of the Spokane Municipal Code.

Summary (Background)

The City's Code of Ethics serves as the framework for establishing the rules of ethical conduct while setting forth a process to ensure that elected officials, City officers and employees are compliant with these rules, and that complaints about unethical conduct are appropriately addressed. The City Council first adopted a Code of Ethics and created an Ethics Commission when it formally enacted a new chapter 1.04 to title 1 of the Spokane Municipal Code in 2006 under Ordinance 33785, creating a process for complaints against elected or appointed officials to be sent to the Ethics Commission for investigation and resolution. In 2024 the City Council adopted Ordinance C36532, recodifying the Code of ethics in Chapter 1.04B of the Spokane Municipal Code and making substantive changes to the investigative process. The City Council finds that additional changes are necessary to ensure that publication of complaints occurs only after initial review, to avoid duplicative adjudication of the same allegations by the state's Public Disclosure Commission, and for an investigation to commence should the Ethics Commission discuss and vote to move a complaint to that stage.

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?

The City of Spokane's Code of Ethics is supplemental to state law, including, but not limited to, chapter 42.20 RCW – Misconduct of Public Officers, chapter 42.23 RCW – Code of Ethics for Municipal Officers – Contract Interests, and chapter 42.36 RCW – Appearance of Fairness Doctrine.

Council Subcommittee Review

N/A

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

ORDINANCE NO. C36838

An ordinance amending provisions of the City's Code of Ethics; amending sections 01.04B.050, 1.04B.070, 1.04B.150 and 1.04B.170 of the Spokane Municipal Code.

WHEREAS, the City's Code of Ethics serves as the framework for establishing the rules of ethical conduct while setting forth a process to ensure that elected officials, City officers and employees are compliant with these rules, and that complaints about unethical conduct are appropriately addressed; and

WHEREAS, the City Council first adopted a Code of Ethics and created an Ethics Commission when it formally enacted a new chapter 1.04 to title 1 of the Spokane Municipal Code in 2006 under Ordinance 33785, creating a process for complaints against elected or appointed officials to be sent to the Ethics Commission for investigation and resolution; and

WHEREAS, revisions to the Code of Ethics were made under Ordinance C33911 in 2006 and Ordinance C35148 in 2014; and

WHEREAS, in 2024 the City Council adopted Ordinance C36532, recodifying the Code of ethics in Chapter 1.04B of the Spokane Municipal Code and making substantive changes to the investigative process; and

WHEREAS, the City Council finds that additional changes are necessary to ensure that publication of complaints occurs only after initial review, to avoid duplicative adjudication of the same allegations by the state's Public Disclosure Commission, and for an investigation to commence should the Ethics Commission discuss and vote to move a complaint to that stage;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 01.04B.050 of the Spokane Municipal Code is amended to read as follows:

Section 01.04B.050 Ethics Violations – Prohibited Conduct

The following shall constitute a violation of this Code of Ethics:

- A. General Prohibition Against Conflicts of Interest.

In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no current City officer or employee shall have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that might be seen as conflicting with the City officer or employee's proper discharge of his or her official duties, the conduct of official City business or as adverse to the interests of the City. Performance of a legally required duty by a City officer or employee shall not be considered a violation of the Code of Ethics.

1. Any employee who becomes aware that he or she might have a potential conflict of interest that arises in the course of his or her official duties shall notify in writing his or her supervisor or appointing authority of the potential conflict. Elected officials shall report potential conflicts of interest to the City Attorney.
2. Upon receipt of such a notification, the supervisor or appointing authority shall take action to resolve the potential conflict of interest within a reasonable time, which may include, but is not limited to, designating an alternative employee to perform the duty that is involved in the potential conflict. The supervisor or appointing authority shall document the disposition of the potential conflict in writing in files maintained by the appointing authority. The supervisor or appointing authority may request an advisory opinion from the Ethics Commission before addressing and resolving of the potential conflict.
3. Upon receipt of such a notification from an elected official, the City Attorney shall recommend action to resolve the potential conflict of interest, which may include a request for an advisory opinion from the Ethics Commission.

B. Personal Interests in Contracts Prohibited.

No City officer or employee shall participate in his or her capacity as a City officer or employee in the making of a contract in which he or she has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Provided, this prohibition shall not apply where the City officer or employee has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, and thereafter the governing body authorizes, approves or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the City officer(s) having the remote interest as defined below.

C. Remote Interest.

For purposes of this section, a “remote interest” means:

1. that of a non-salaried non-compensated officer of a nonprofit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company, or other entity which is a contracting party.

D. Personal Influence in Contract Selection Prohibited.

No City officer or employee shall influence the City’s selection of, or its conduct of business with, a corporation, person or firm having or proposing to do business with the City if the City officer or employee has a personal interest in or with the corporation, person or firm, unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, as defined in the preceding section. Provided, however, that no City officer or employee may receive anything of value from the City as a result of any contract to which the City shall be a party except for the City officer or employee’s salary or lawful compensation.

E. Representation of Private Person at City Proceeding Prohibited.

No City officer or employee shall appear on behalf of a private person, other than himself/herself or a family member or household member, as defined in this chapter, or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or a City officer in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the City. Representation of a private person pursuant to a legally required duty by a City officer or employee is permitted and shall not be considered a violation of the Code of Ethics.

F. Certain Private Employment Prohibited.

No City officer or employee shall engage in or accept private employment, or render services for, any private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

G. Personal Interest in Legislation Prohibited.

No City officer or employee may benefit either directly or indirectly from any legislation or contract to which the City shall be a party except for the lawful compensation or salary of the City officer or employee, unless such interest is a remote interest where the facts and extent of such interest is disclosed. City council members' participation in the enactment of legislation shall be governed by chapter 42.23 RCW – The Code of Ethics for Municipal Officers and chapter 42.36 RCW – The Appearance of Fairness Doctrine. City council members shall not be prohibited from participating in the adoption of legislation when the council member has only a remote interest in the legislation, which has been disclosed, and the legislation is applicable to the general public and not unique to the council member.

H. Continuing Financial Interest.

Where a City officer, employee, or family member of a City officer or employee, has a substantial ongoing financial relationship with a corporation, firm, or person seeking a contract, or proposing to do business with the City, such City officer or employee shall not:

1. Influence or participate in the City's contract selection of or conduct business with such corporation, firm, or person; nor
2. Influence or participate in the City's contract selection of, or conduct business with, a corporation, firm, or party competing against a party that a City officer or employee has such a substantial ongoing financial relationship.
3. For purpose of this section, a substantial ongoing financial relationship is defined as: expanding beyond just a formal contractual relationship. Rather it encompasses any financial interest, direct or indirect, where a City officer, employee, or family member of a City officer or employee is involved in a client-service relationship in which:
 - a. the City officer, employee, or family member of a City officer or employee, receives a substantial portion of his or her revenue or like compensation through such relationship, whether received through his or her corporation, firm, or as an individual; or
 - b. such client-service relationship is likely to continue to provide considerable potential business or has provided substantial business in the past. This does not include prior financial relationships that are so far removed in time or rare in frequency as to be insignificant.

4. Corporations, firms, or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy.

I. Disclosure of Confidential Information

1. Disclosure of Confidential Information

No City officer or employee shall, except as required or reasonably believed to be required for the performance of his/her duties, disclose confidential information gained by reason of his/her official position or use such information for his/her own personal interest. "Confidential information" is all information, whether transmitted orally or in writing, that the employee has been informed, is aware, or has reason to believe is intended to be used only for city purposes, is not intended for public disclosure, or is otherwise of such a nature that it is not, at the time, a matter of public record or public knowledge.

2. Confidential information includes, but is not limited to, personal information regarding City officials and employees; private financial and other personal information provided by city taxpayers, license holders, contractors, and customers; intelligence and investigative information, including the identity of persons filing complaints; formulas, designs, drawings, and research data obtained or produced by the city and preliminary, non-final assessments, opinions, and recommendations concerning city policies and actions. Any public official who is uncertain as to whether certain information is confidential should consult the City Attorney. An employee who is uncertain as to whether certain information is confidential should consult their immediate supervisor or department head.

J. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity.

City employees shall not, directly or indirectly, solicit any gift or give or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form, under the following circumstances:

1. It could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or
2. The gift was intended to serve as a reward for any official action on their part. Public officials and city employees may accept de minimis gifts such as, but not limited to, calendars, coffee mugs, flowers, candy, cookies/snacks and other similar items that are given as a customary business practice and have no material significance to the recipient, with such gifts from any one source not to exceed one hundred dollars in value in any twelve-month period. City employees should report any gift to their immediate supervisor. This section shall not apply to gifts made to the city.

All such gifts shall be given to the mayor for official disposition. This prohibition shall not apply to those items which are excluded from the definition of gift in ~~((SMC 1.04A.020))~~ in this chapter.

K. Fair and Equitable Treatment.

1. No City officer or employee shall knowingly use his or her office or position to secure personal benefit, gain, or profit, or use position to secure special privileges or exceptions for himself/herself or for the benefit, gain or profits of any other persons.
2. No City officer or employee shall employ or use the employment of any person under the City officer's or employee's official control or direction for the personal benefit, gain or profit of the City officer or employee or another beyond that which is available to every other person.
3. No City officer or employee shall use City-owned vehicles, equipment, materials, money or property for personal or private convenience or profit. Use is restricted to such services as are available to the public generally, for the authorized conduct of official business (not personal use), and for such purposes and under such conditions as can be reasonably expected to be approved by City policies.
4. Except as authorized by law and in the course of his or her official duties, no City officer or employee shall use the power or authority of his or her office or position with the City in a manner intended to induce or coerce any other person to provide such City employee or any other person with any compensation, gift, or other thing of value directly or indirectly.
5. City Officers and employees are encouraged to participate in the political process on their own time and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition, but shall not use or authorize the use of City facilities or resources for such purposes except as authorized by the provisions of RCW 42.17A.555. A complaint filed with the Washington State Public Disclosure Commission regarding the same allegation that results in a decision on the merits shall take precedent over a complaint filed with the Ethics Commission and shall render the Ethics Code complaint moot. A decision by the Public Disclosure Commission to dismiss a complaint on grounds other than on the merits shall not render a complaint filed with the City Ethics Commission moot.

L. False and Frivolous complaints prohibited.

No person subject to the Code of Ethics shall knowingly file a false complaint or report of a violation of this Code of Ethics. A person who files a complaint with a good faith belief that a violation of the Code of Ethics has occurred shall be protected by the City's Whistleblower Protection policy as set forth in SMC ((1.04A.180)) Chapter 01.04B.

M. Aiding others prohibited.

No City officer or employee may knowingly aid or assist any City officer or employee in the violation of any provision of this Code of Ethics.

N. Commission of Acts of Moral Turpitude or Dishonesty Prohibited.

No City officer or employee shall commit any act of moral turpitude or dishonesty relating to his or her duties or position as a City officer or employee or arising from business with the City. Conviction of a felony or a misdemeanor involving moral turpitude or dishonesty, the nature of which demonstrates lack of fitness for the position held, shall be considered conclusive evidence of a violation of this Code of Ethics. Demonstrated acts of moral turpitude or dishonesty are not limited to felony or misdemeanor criminal convictions.

O. Prohibited Conduct After Leaving City Service.

1. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City officer or employee shall disclose or use any privileged, confidential, or proprietary information gained because of his or her City employment.

2. Participation in City Matters Prohibited.

No former City officer or employee shall, within a period of one year after leaving City office or employment:

- a. participate in matters involving the City if, while in the course of employment with the City, the former City officer or employee was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter;
- b. represent any person as an advocate in any matter in which the former City officer or employee was involved while a City officer or employee; or
- c. participate as or with a bidder, vendor, or consultant in any competitive selection process for a City contract in which he or she assisted the City in determining the project, or work to be done, or the process to be used.

3. Duty to Inform.

Whenever a City officer or employee wishes to contract with a former City officer or employee for expert or consultant services within one year of the latter's leaving City service, advance notice shall be given to and approval received from the Ethics Commission. Said approval shall be in written form and copied to the mayor at the same time that it is given to the individual making the request.

4. Exceptions.

- a. The prohibitions of subsections (2)(a) and (2)(b) of this section shall not apply to a former City officer or employee acting on behalf of a governmental agency if the Ethics Commission has determined that the service to the agency is not adverse to the interest of the City.
- b. Nothing in this chapter shall prohibit an official elected to serve a governmental entity other than the City of Spokane from carrying out their official duties for that government entity.

5. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy. If a firm or person doing business with the City assists an employee in violating the provisions of the Code, the firm or business may be disbarred, excluded from contracting with the City for 5 years.

P. Failure to Produce Public Records

No City officer or employee shall willfully and without just cause delay or fail to produce any city records in his or her possession or control in response to a public records request filed with the city pursuant to Chapter 42.56 RCW.

1. A "city record" is a "public record" as defined by RCW 42.56.010(3).
2. "Just cause" to delay or fail to produce means:
 - a. A reasonable belief that production of the record is exempt from public disclosure pursuant to Chapter 42.56 RCW or other statute which exempts or prohibits disclosure of specific information or records; and/or
 - b. The city record is subject to legal review to determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56

RCW; and/or

- c. The requester has been notified in writing that additional time is required to produce the city record and/or determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW.

Section 2. That Section 01.04B.070 of the Spokane Municipal Code is amended to read as follows:

Section 01.04B.070 Duties and Powers

- A. It is the duty of the Ethics Commission to serve as a tribunal for the adjudication of complaints whenever someone has alleged a violation of this chapter. For this purpose, the Commission has a duty to consider all evidence in determining whether such a violation occurred and in setting an appropriate penalty.
- B. The Ethics Commission is authorized to compel the attendance of witnesses, administer oaths, take the testimony of a person under oath, and in connection therewith, to require the production for examination of any books or papers relating to any matter before the Commission. For witnesses who refuse to attend and give testimony at a hearing, the Ethics Commission may petition the superior court for a subpoena requiring the person to appear and to produce evidence if so ordered, or to give testimony concerning the matter before the Commission. Failure to obey such order of the court may be punished by the court as contempt.
- C. The Ethics Commission is authorized to establish operating policies, procedures, forms, and rules consistent with this chapter, subject to the approval of the City Council. The Ethics Commission shall review its policies and procedure annually and shall make modifications as necessary. The Commission shall maintain a manual of such policies and procedures which shall be posted and maintained as part of the City's website.
- D. The Ethics Commission may, when circumstances make it necessary to do so, retain outside legal counsel and other experts, as needed, after solicitation of recommendations from the City Attorney (unless the need to retain outside counsel is caused by a conflict involving the City Attorney's Office).
- E. The Ethics Commission may make recommendations to the City Council for amendments to this chapter and for such other legislation affecting the subject matter of this chapter as the Ethics Commission may deem necessary or desirable.

- F. The Ethics Commission shall develop educational programs which inform agencies, public officials and city officers and employees about City, state and federal ethics laws, and the importance of ethics to the public's confidence in municipal government.
- G. The Commission shall post all complaints, advisory opinions, preliminary review of complaints by the City Attorney pursuant to SMC 1.04B.150, investigative reports pursuant to SMC 1.04B.160 and concluded adjudicative materials of the Commission~~((;))~~ including, but not limited to ~~((the advisory opinions, the initial review by the City Attorney, pleadings and party submissions, ((investigative reports,)) and decisions of the Commission, on the City's website within thirty days of receipt of~~ complaints, opinions, preliminary reviews, investigative reports, ((or)) concluded adjudicative material and decisions ~~((issuance of the material))~~. Upon the recommendation of the City Attorney, the Commission may redact or withhold from publication any record deemed to be legally protected from disclosure under RCW 42.56 or other applicable federal, state or local law.

Section 3. That Section 01.04B.150 of the Spokane Municipal Code is amended to read as follows:

Section 01.04B.150 Preliminary Review of Ethics Complaint

A. Preliminary Review of Complaint

Upon receipt of a complaint, the City Attorney's Office shall conduct a preliminary review to determine whether the allegations, if proven, establish a violation of the City's Code of Ethics.

1. If, upon preliminary review of the complaint, the City Attorney finds that the respondent is not subject to the Code of Ethics, the City Attorney shall, within five business days of the complaint being filed, provide the Ethics Commission with written notification of this finding along with a recommendation that the Commission Chair summarily dismiss the complaint pursuant to SMC 01.04B.200 (A). The complainant shall also be provided notification of this finding and recommendation. The complainant may appeal the summary dismissal of the complaint by filing an appeal with the City Clerk's Office within ten days of the date of the Chair's decision. In the event of an appeal, the Chair shall not participate in the Commission's deliberation or decision. The appeal will be determined by the remaining members of the Commission. A determination by the Commission to affirm the decision of the Chair shall be final with no further appeal rights.
2. If, upon preliminary review of the complaint, the City Attorney finds that the complaint contains an allegation which, even if true, would not constitute prohibited

conduct in violation of the Code of Ethics, the City Attorney shall, within five business days of the complaint being filed, provide written notification to Ethics Commission of his or her opinion and recommendation that complaint be dismissed pursuant to SMC 01.04B.200 (B), and shall provide the Commission with a proposed order of dismissal. The complainant shall also be provided notification of this opinion. A decision of the Ethics Commission to dismiss a complaint based upon the recommendation of the City Attorney pursuant to this subsection may be appealed by the complainant to the Hearing Examiner by filing an appeal with the Hearing Examiner's Office within ten days of the date of the Ethics Commission's decision. The only matter before the Hearing Examiner on appeal is whether the complainant has set forth allegations, that if true, would constitute prohibited conduct in violation of the Code of Ethics.

3. If, upon preliminary review of the complaint, the City Attorney determines that the complaint alleges facts that, if proven, may establish an ethics violation ~~((,))~~ or if the Ethics Commission after discussion of the preliminary review votes to have an independent investigation, the complaint shall be referred by the City Attorney to an independent investigator to commence an investigation for purposes of determining whether there is reasonable cause to believe that a violation of the Code of Ethics has occurred.

Section 4. That Section 01.04B.170 of the Spokane Municipal Code is amended to read as follows

Section 01.04B.170 Post-Investigation Procedures

- A. If the investigator finds that the evidence fails to establish that the subject of the complaint has committed prohibited conduct, the independent investigator shall prepare an investigative report with a recommendation of that the complaint be dismissed.
 1. Whenever an investigator makes a recommendation of dismissal, the investigative report ~~((and copies of all documents relating to the investigation))~~ shall be forwarded to the Ethics Commission for a final decision on dismissal. Copies of the investigative report ~~((and all documents related to the investigation))~~ shall be served upon the complainant and the subject of the complaint.
 2. Upon receipt of an investigator's investigative report and a recommendation of dismissal, the Ethics Commission ~~((may))~~ shall enter an order of dismissal, a copy~~((ies))~~ of which shall be served on the complainant and on the subject of the complaint. Such order shall be entered within ten business days.

B. If, after investigation, the independent investigator determines that there is reasonable cause to believe the subject of the complaint has committed prohibited conduct in violation of the Code of Ethics, he or she shall prepare an investigative report detailing the evidence and stating the basis for his or her determination. The investigative report ~~((and copies of all documents relating to the investigation))~~ shall be forwarded to the Ethics Commission with a recommendation that a hearing be held. A copy ((Copies)) of the investigative report ~~((and all documents related to the investigation))~~ shall be served upon the complainant and the subject of the complaint.

C. Response by Subject of Complaint

1. If the subject of the complaint accepts the findings of the investigative report, he or she may stipulate to the violation by submitting a letter to the Ethics Commission within ten business days indicating his or her agreement with the findings. In such instance, the matter will proceed to a hearing before the Ethics Commission for adoption of the stipulation and imposition of a penalty.
2. The subject of the complaint may contest the findings of the investigative report by submitting a letter within ten business days to the Ethics Commission indicating his or her disagreement with the findings and requesting that a hearing be held to formally contest the findings.
3. If the subject of the complaint contests the findings detailed within the investigative report or otherwise fails to respond within ten business days to the findings of the investigative report, the matter shall proceed to a contested hearing before the Ethics Commission.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/26/2026**Committee Agenda type:** Discussion**Date Rec'd**

1/21/2026

Clerk's File #

ORD C36839

Cross Ref #**Project #****Council Meeting Date:** 02/23/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

YES

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

ORDINANCE UPDATING DEPARTMENTAL TITLES AS A RESULT OF THE

Agenda Wording

An ordinance updating departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.02.010, 07.03.020, 07.06.242, 07.14.030, 08.10.010, 13.02.0304, and 13.02.0364 of the Spokane Municipal Code.

Summary (Background)

The Spokane City Council adopted Ordinance C36795 on January 12, 2026, which renamed My Spokane to Spokane 311. Ordinance C36795 also made departmental updates to the Finance and Administration Division. This ordinance makes the additional code updates to division and departmental titles to reflect the changes in Ordinance 36795.

What impacts would the proposal have on historically excluded communities?

This ordinance is code cleanup as a result of the City Council's adoption of Ordinance C36795.

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

No data will be collected as a result of the adoption of this ordinance.

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

No data will be collected as a result of the adoption of this ordinance.

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

This ordinance is a follow-up to Ordinance C36795, adopted by the City Council on January 12, 2026.

Council Subcommittee Review

N/A

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

ORDINANCE NO. C36839

An ordinance updating departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.02.010, 07.03.020, 07.06.242, 07.14.030, 08.10.010, 13.02.0304, and 13.02.0364 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36795, which renamed My Spokane to Spokane 311; and

WHEREAS, Ordinance C36795 also made departmental updates to the Finance and Administration Division; and

WHEREAS, this ordinance makes code updates to the division and department titles to reflect the passage of Ordinance C36795.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.02.010 of the Spokane Municipal Code is amended to read as follows:

Section 04.02.010 Policy to Collect Accounts

- A. It is the policy of the City to promptly identify and collect all duly payable moneys related to services rendered, damage to City property, or any other source.
- B. It is the policy of the City to regularly review and, as necessary, adjust schedules for fees, charges, and other assessments to ensure the City recovers at least the actual cost of delivering said services. Accordingly, during the even year of each biennium, all city departments shall review as appropriate their schedules for fees, charges, and other assessments to ensure there is adequate cost recovery for the services rendered and shall then report the status and outcome of such review to the Mayor and City Council. The biennial review and adjustment shall be governed by the following specific criteria:
 1. Except as otherwise provided in this section, fees, charges and assessments shall be adjusted by reference to the Consumer Price Index published by the United States Bureau of Labor Statistics, (All City Average (CPI-U and CPI-W)) or such other applicable index or formula appropriate for the service rendered.
 2. General facilities charges shall be updated and maintained pursuant to Chapters [13.03](#) and [13.04](#) of the Spokane Municipal Code.
 3. Transportation impact fees shall be updated and maintained pursuant to Chapter [17D.075](#) of the Spokane Municipal Code.

4. This section shall not apply to criminal and civil penalties fees, which shall be adjusted consistent with state law and any penalty schedule established separately under the Spokane Municipal Code.
5. In reviewing fees, charges, and other assessments each biennium, each City department shall systematically and resolutely pursue opportunities to maximize operational efficiency, eliminate waste, streamline processes, and minimize administrative costs to ensure the lowest possible financial burden on payers. This includes exploring innovative solutions that enhance effectiveness and reduce expenses. In conjunction with the Information Technology ~~((Division))~~ Department, departments shall also evaluate and implement apt software and platforms that automate workflows, improve accuracy, and reduce the costs associated with calculating and billing fees, charges, and other assessments.
6. Nothing in this section shall be construed to prohibit review and adjustment of fees more frequently than every biennium.

Section 2. That Section 07.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.03.020 Amount

- A. The amount of any imprest fund shall not exceed the amount fixed in the table below:

| Department | Amount not to exceed |
|---|-----------------------------|
| Accounting Department Imprest Fund | \$1,000.00 |
| City Attorney Imprest Fund | \$1,000.00 |
| Development Services Center Imprest Fund | \$1,500.00 |
| ((My Spokane)) <u>Spokane 311</u> Imprest Fund | \$4,800.00 |
| Parks and Recreation Imprest Fund | \$2,500.00 |
| Parks and Recreation Imprest Fund – Riverfront Park | \$25,000.00 |
| Risk Management Imprest Fund | \$300,000.00 |
| Solid Waste Collection Department Imprest Fund | \$200.00 |
| Solid Waste Disposal Department Imprest Fund | \$9,000.00 |
| Spokane Fire Department Imprest Fund | \$700.00 |
| Spokane Municipal Court Imprest Fund | \$1,300.00 |
| Spokane Municipal Court Imprest Fund – Parking Violations | \$300.00 |
| Spokane Police Department Imprest Fund – Administration | \$1,500.00 |

| | |
|--|-------------|
| Spokane Police Department Imprest Fund – Investigations | \$60,000.00 |
| Spokane Police Department Imprest Fund – Records | \$3,000.00 |
| Spokane Police Department – Travel Expense Cash Advance Fund | \$20,000.00 |
| Spokane Public Library – Imprest Fund | \$3,000.00 |
| Spokane Public Library – Travel Expense Cash Advance Fund | \$10,000.00 |
| Street Department Imprest Fund | \$500.00 |
| Water and Hydroelectric Services Department Imprest Fund | \$1,000.00 |

B. The Mayor may increase, subject to subsection (A) of this section, or decrease the amount in an imprest fund from time to time.

Section 3. That Section 07.06.262 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.262 Change Orders - Contract Amendments

- A. The Mayor may authorize, by change order or contract amendment, aggregate increases of up to ten percent (10%) of the total contract dollars per contract, not to exceed one hundred thousand dollars (\$100,000), upon verification by the ~~((Director of Finance, Treasury and Administration))~~ Chief Financial Officer or their designee that funds are available.
- B. Notwithstanding subsection (A) of this section, the City Council hereby directs and authorizes the Mayor to delegate approval/signature authority for change orders where a pre-approved administrative reserve has been established without individual approval of each change order by the City Council.

~~((1. The City Council shall approve City Policy 5200-08-01 for implementing this subsection.))~~

Section 4. That Section 07.10.010 of the Spokane Municipal Code is amended to read as follows:

Section 07.10.010 Definitions

As used in this chapter, the following words have the following meanings:

~~((A. “City” means the City of Spokane, Washington, a first class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the charter of the City.~~

~~A. “Chief Financial Officer” means the director appointed by the mayor and confirmed by the city council who is charged with the responsibility for the overall direction of the finance, treasury and administration department of the City.~~

~~C. “Qualified public depository” or “depository” means a financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of the State of Washington, which has been approved by the Washington public deposit protection commission to hold public deposits, and which has segregated for the benefit of said Commission eligible collateral having a value of not less than its maximum liability.~~

~~D. “Treasurer” means the treasurer of the City, who is the custodian of City funds.)~~

| <u>Term</u> | <u>Definition</u> |
|---|---|
| <u>City</u> | <u>City means the City of Spokane, Washington, a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the charter of the City.</u> |
| <u>Chief Financial Officer</u> | <u>Chief Financial Officer means the director appointed by the Mayor and confirmed by the City Council who is charged with the responsibility for the overall direction of the Finance and Administration Division of the City of Spokane.</u> |
| <u>Qualified Public Depository/Depository</u> | <u>Qualified Public Depository or depository means a financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of the State of Washington, which has been approved by the Washington Public Deposit Protection Commission to hold public deposits, and which has segregated for the benefit of said Commission eligible collateral having a value of not less than its maximum liability.</u> |
| <u>Treasurer</u> | <u>Treasurer means the treasurer of the City, who is the custodian of City funds.</u> |

Section 5. That Section 07.14.030 of the Spokane Municipal Code is amended to read as follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance(~~(, Treasury)~~) and Administration Division shall provide regular, monthly, financial reports, including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
 - 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 - 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 - 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed special budget ordinances will proceed for the approval process.

- B. The Finance(~~(, Treasury)~~) and Administration Division shall provide a pre-audit year- end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of June.

- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance(~~(, Treasury)~~) and Administration Division shall provide:
 - 1. An update to the General Fund Six -Year Forecast based on all known or expected revenues and expenditures. The General Fund Six-Year Forecast will include the current biennium's budget and updated projections for the subsequent four years and, at council discretion, council budget staff projections for the same periods. The report will be

provided to the City Council by the July Finance and Administration Committee meeting.

2. For any department that is in the General Fund or a fund supported by the General Fund, an unfavorable variance report showing deviations of 10% or more (or \$2.0 million, whichever is greater) from the estimated year-to-date budget at the dept/fund level, shall be presented to City Council by the Finance and Administration Division on or before July 31st of the even-numbered year. The report will include both revenues and expenses and should be accompanied by as much explanatory narrative as possible and, if applicable, a corrective action plan.
3. During even years, at the November Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, resolves any material budget variances. During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

- D. The Finance(~~(, Treasury))~~ and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the (~~(mayor))~~ Mayor, make themselves available for budget deliberations with the City Council on a bimonthly basis, or more frequently as mutually agreed with the (~~(mayor))~~ Mayor. The (~~(city council))~~ City Council shall establish bimonthly study sessions on the second Thursday of each month, or on the third Thursday if necessary because of a (~~(city))~~ City holiday, for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary, or beneficial to the content of the planned discussion. The bimonthly study sessions shall be held in a location that allows for real-time public viewing of the study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the (~~(city council))~~ City Council.
- E. Concurrent to the joint budget deliberations, the City Council, led by the Finance & Administration Committee Chair and Vice Chair acting in consultation with all council members, shall develop a draft resolution to the administration identifying council budget priorities, to be placed on Finance & Administration Committee agenda as a standing legislative item no later than April of each year, with final action by the City Council to occur no later than the first council meeting in July.
- F. The Council Budget Director shall continuously act as a liaison between the City Council and administration throughout the budget development period. The Budget Director's mission during the budget process is to ensure information sharing, clarification of financial data, and collaboration among and communication to all council members.

Section 6. That Section 08.10.010 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.010 Definitions

In construing the provisions of this chapter, except where otherwise stated or apparent from the context, the following definitions apply:

~~((A. "Cable franchise fee" means a fee assessed pursuant to [SMC 10.27A.310](#) upon a cable operator by the City as a condition of a cable franchise.~~

~~B. "Department" means the administrative official responsible for the functions of the office of taxes and licenses, or other designee of the division director of finance, treasury and administration.~~

~~C. Gross Income.~~

~~1. "Gross income" or "gross revenues" means the value proceeding or accruing from the sale of tangible personal property or service, and receipts (including all sums earned or charged, whether received or not) by reason of the investment of capital in the business engaged in, including rentals, royalties, fees, interest and other emoluments however designated (excluding receipts or proceeds from the sale or use of real property or any interest therein, and the proceeds from the sale of notes, bonds, mortgages or other evidences of indebtedness, or stocks and the like), and without any deduction on account of the cost of the property sold, the cost of materials used, labor costs, taxes, interest or discount paid, or any expense whatsoever, and without any deduction on account of losses.~~

~~2. "Gross income" is further defined to mean the total gross income received or earned as above noted on a cash receipts or on an accrual basis according to the method of accounting regularly employed by the taxpayer during the period for which the taxes are applicable.~~

~~D. "Internet" means the international computer network of both federal and nonfederal interoperable packet switched data networks, including the graphical subnetwork called the world wide web.~~

~~E. "Internet service" means a service that includes computer processing applications, provides the user with additional or restructured information, or permits the user to interact with stored information through the internet or a proprietary subscriber network. "Internet service" includes provision of internet electronic mail, access to the internet for information retrieval, and hosting of information for retrieval over the internet or the graphical subnetwork called the~~

~~world wide web.~~

~~F. “Pager telephone business service”, commonly known as pager service, has that common meaning and includes one-way communication services such as tone only (beeper), numeric or alphanumeric messaging, and tone and voice messaging. It includes talk-back paging, conventional dispatch radio and specialized mobile radio pager service.~~

~~G. “Person” means an individual, entity, co-partnership, joint venture, firm, club, company, joint stock company, corporation, assignee, successor, receiver, administrator, executor, trustee in bankruptcy, trust, estate, association, society, governmental unit, municipal corporation or quasi-municipal corporation, including the City, a City department, or officer, agent or employee of any of the foregoing.~~

~~H. Solid Waste.~~

~~1. “Solid waste collection service” means receiving solid waste for transfer, processing, treatment, storage or disposal, including but not limited to, all collection services. It does not include the operation of public or private dumps, transfer stations and similar operations. It does not include operation of a regional solid waste disposal system, to the extent the same may be established by interlocal agreement between the City and County of Spokane, although components of charges for taxable solid waste collection service may include charges of regional system facilities, including transfer stations, dumps or waste-to-energy disposal facilities.~~

~~2. “Solid waste”, for purposes of this subsection, means garbage, trash, rubbish or other material discarded by the generator as worthless or not economically viable for further use. “Solid waste” includes infectious, hazardous or toxic wastes, and recyclable or reusable materials collected in whole or part for recycling or salvage as part of a general solid waste collection service to the public.~~

~~I. “Taxpayer” means any person liable for the tax or license fee imposed under this chapter.~~

~~J. “Tax year” or “taxable year” means the particular taxpayer’s fiscal year or such fiscal year as adjusted in the discretion of the division director of finance, treasury and administration to accommodate the taxpayer’s method of accounting.~~

~~K. Telephone Business.~~

~~1. “Telephone business” means the business of providing by any person of access to a local telephone network, local telephone network switching service, toll service or coin telephone services, or the providing of~~

~~telephonic, video, data or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave or similar communication or transmission system. It includes the provision of transmission to and from the site of an internet provider via a local telephone network, toll line or channel, cable microwave or similar communication or transmission system, or any other similar telecommunications business activity lawfully taxable by the City of Spokane.~~

- ~~2. "Telephone business" includes cooperative or farmer line telephone companies or associations operating exchanges.~~
 - ~~3. "Telephone business" includes cellular telephone service, which is a two-way voice and/or data telephone/telecommunications system based in whole or in a substantial part upon wireless radio communications, whether or not subject to regulation by the Washington State Utilities and Transportation Commission (WUTC). It includes cellular mobile service.
 - ~~a. "Cellular mobile service" includes additional varieties of partly or entirely wireless radio communications services commonly referenced or marketed as specialized mobile radio (SMR), personal communications services (PCS) and other such wireless radio communications technologies accomplishing a purpose similar to cellular mobile service.~~~~
 - ~~4. "Telephone business" does not include the providing of competitive telephone service, the providing of cable television service, the providing of broadcast services by radio or television stations. It further does not include the provision of internet service, including the reception of dial-in connection, provided at the site of the internet service provider; provided, in the event any statutory prohibition of municipal taxation of internet service providers hereafter expire or otherwise be removed, then at such time, "telephone business" shall thereafter include the provision of internet service, including the reception of dial-in connection, provided at the site of the internet service provider. (Note: State prohibits taxation of internet providers.)~~
- L. ~~"Competitive telephone service" means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus, such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made, provided "competitive telephone service" does not include cellular telephone service. "Telecommunications" is as defined in RCW 80.04.010.)~~

| <u>Term</u> | <u>Definition</u> |
|--------------------------------------|---|
| <u>Cable franchise fee</u> | <u>Cable franchise fee means a fee assessed pursuant to SMC 10.27A.310 upon a cable operator by the City as a condition of a cable franchise.</u> |
| <u>Cellular mobile service</u> | <u>Cellular mobile service includes additional varieties of partly or entirely wireless radio communications services commonly referenced or marketed as specialized mobile radio (SMR), personal communications services (PCS), and other such wireless radio communications technologies accomplishing a purpose similar to cellular mobile service.</u> |
| <u>Competitive telephone service</u> | <u>Competitive telephone service means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus, such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made, provided "competitive telephone service" does not include cellular telephone service. "Telecommunications" is as defined in RCW 80.04.010.</u> |
| <u>Department</u> | <u>Department means the administrative official responsible for the functions of the Office of Taxes and Licenses, or other designee of the Chief Financial Officer.</u> |
| <u>Gross Income/Gross Revenues</u> | <ol style="list-style-type: none"> 1. <u>Gross income or gross revenues means the value proceeding or accruing from the sale of tangible personal property or service, and receipts (including all sums earned or charged, whether received or not) by reason of the investment of capital in the business engaged in, including rentals, royalties, fees, interest and other emoluments however designated (excluding receipts or proceeds from the sale or use of real property or any</u> |

| | |
|---|---|
| | <p><u>interest therein, and the proceeds from the sale of notes, bonds, mortgages or other evidences of indebtedness, or stocks and the like), and without any deduction on account of the cost of the property sold, the cost of materials used, labor costs, taxes, interest or discount paid, or any expense whatsoever, and without any deduction on account of losses.</u></p> <p>2. <u>“Gross income” is further defined to mean the total gross income received or earned as above noted on a cash receipt or on an accrual basis according to the method of accounting regularly employed by the taxpayer during the period for which the taxes are applicable.</u></p> |
| <u>Internet</u> | <u>Internet means the international computer network of both federal and nonfederal interoperable packet-switched data networks, including the graphical subnetwork called the World Wide Web.</u> |
| <u>Internet Service</u> | <u>Internet Service means a service that includes computer processing applications, provides the user with additional or restructured information, or permits the user to interact with stored information through the Internet or a proprietary subscriber network. “Internet service” includes the provision of internet electronic mail, access to the internet for information retrieval, and hosting of information for retrieval over the internet or the graphical subnetwork called the World Wide Web.</u> |
| <u>Pager telephone business service</u> | <u>Pager telephone business service, commonly known as pager service, has that common meaning and includes one-way communication services such as tone only (beeper), numeric or alphanumeric messaging, and tone and voice messaging. It includes talk-back</u> |

| | |
|---------------------------------------|--|
| | <u>paging, conventional dispatch radio, and specialized mobile radio pager service.</u> |
| <u>Person</u> | <u>Person means an individual, entity, co-partnership, joint venture, firm, club, company, joint stock company, corporation, assignee, successor, receiver, administrator, executor, trustee in bankruptcy, trust, estate, association, society, governmental unit, municipal corporation or quasi-municipal corporation, including the City, a City division, a City department, or officer, agent or employee of any of the foregoing.</u> |
| <u>Solid Waste</u> | <u>Solid Waste means garbage, trash, rubbish, or other material discarded by the generator as worthless or not economically viable for further use. "Solid waste" includes infectious, hazardous, or toxic wastes, and recyclable or reusable materials collected in whole or part for recycling or salvage as part of a general solid waste collection service to the public.</u> |
| <u>Solid Waste Collection Service</u> | <u>Solid Waste Collection Service means receiving solid waste for transfer, processing, treatment, storage, or disposal, including but not limited to, all collection services. It does not include the operation of public or private dumps, transfer stations, and similar operations. It does not include operation of a regional solid waste disposal system, to the extent the same may be established by interlocal agreement between the City and County of Spokane, although components of charges for taxable solid waste collection service may include charges of regional system facilities, including transfer stations, dumps, or waste-to-energy disposal facilities.</u> |
| <u>Taxpayer</u> | <u>Taxpayer means any person liable for the tax or license fee imposed under this chapter.</u> |
| <u>Tax year/taxable year</u> | <u>Tax year or taxable year means the particular taxpayer's fiscal year or such</u> |

| | |
|----------------------------------|---|
| | <p><u>fiscal year as adjusted in the discretion of the City of Spokane's Chief Financial Officer to accommodate the taxpayer's method of accounting.</u></p> |
| <p><u>Telephone Business</u></p> | <p><u>Telephone business means the business of providing by any person access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, or the providing of telephonic, video, data, or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave or similar communication or transmission system. It includes the provision of transmission to and from the site of an internet provider via a local telephone network, toll line or channel, cable, microwave or similar communication or transmission system, or any other similar telecommunications business activity lawfully taxable by the City of Spokane. Telephone business includes cooperative or farmer line telephone companies or associations operating exchanges. Telephone business includes cellular telephone service, which is a two-way voice and/or data telephone/telecommunications system based in whole or in a substantial part upon wireless radio communications, whether or not subject to regulation by the Washington State Utilities and Transportation Commission (WUTC). It includes cellular mobile service.</u></p> <p><u>Telephone business does not include the providing of competitive telephone service, the providing of cable television service, the providing of broadcast services by radio or television stations. It further does not include the provision of internet service, including the reception of dial-in connection, provided at the site of the internet service provider; provided, in the event any statutory prohibition of municipal taxation of internet service</u></p> |

| | |
|--|---|
| | <p><u>providers hereafter expire or otherwise be removed, then at such time, “telephone business” shall thereafter include the provision of internet service, including the reception of dial-in connection, provided at the site of the internet service provider. (Note: State prohibits taxation of internet providers.)</u></p> |
|--|---|

Section 7. That Section 13.02.0304 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0304 Vacancies – Changes in Service Needs

- A. A customer may request that service be halted temporarily when the premises are vacant.
- B. The department must receive at least three (3) business days’ advance notice.
- C. Service suspensions for less than fourteen (14) days are not granted.
- D. Customers are further required to notify ~~((promptly)) ((My Spokane))~~ Spokane 311, the city’s centralized customer service center, of any changes in service needs.
- E. No credit will be issued for failure to notify the department of vacancies or changes in service needs. Consideration may be made on a case-by-case basis at the discretion of the director or ~~((his))~~ their designee.

Section 8. That Section 13.02.0364 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0364 Unacceptable Wastes

- A. Departmental collection operations are intended to collect normal household and business wastes. No person may deposit or relinquish for collection or disposal any unacceptable wastes.
 - 1. “Unacceptable wastes” are generally identified under general standards and with a specific list.
 - 2. Customers are encouraged to contact ~~((My Spokane))~~ Spokane 311~~((,-))~~ in advance, by dialing 3-1-1 (if inside the city limits) or 509.755.2489 (if

outside the city limits) with any questions or to make special advance arrangements.

B. General Standards.

1. Unacceptable wastes include infectious wastes, as identified in chapter 10.35 SMC. Further included are any wastes which are of extreme temperatures, harmful vapors, the presence of corrosive, flammable, explosive or toxic chemicals, or any materials with physical or other properties which render collection operations hazardous or which create a risk to the public health and safety, to the health or safety of departmental employees or of damage to departmental collection vehicles or equipment.
 - a. The director may declare any wastes unacceptable and may cause to be published a list of unacceptable wastes in the *Official Gazette*.
2. Customers engaged in manufacturing or commercial pursuits who are or may be a source of unacceptable waste must notify the director with full details and information.
 - a. Such customers must make special arrangements prior to deposit or commingling said materials with other solid waste for collection.
 - b. The department accepts household hazardous wastes at the waste-to-energy plant.

C. Specific List.

In addition to wastes with general characteristics described above, unacceptable wastes include:

1. liquid wastes, both bulk and containerized, exceeding a volume of one gallon, unless specific advance arrangements are made with the department;
2. waste tires, exceeding four out for collection at one time (wheels need to be removed to be collected);
3. any materials regulated by the (~~State of Washington department of ecology~~) Washington State Department of Ecology as dangerous under chapter 173-303 WAC, or as hazardous wastes by the United States (~~environmental protection agency~~) Environmental Protection Agency under 40 CFR, applicable parts;

4. any equipment or machinery used for refrigeration, provided the department will accept household refrigerators from residential premises.
 - a. Additionally, for nonresidential customers, this prohibition does not apply if the refrigerant has been properly removed by the customer;
5. improperly wrapped or secured wastes which emit noxious, foul odors to disturb or annoy a reasonable person.
 - a. Such wastes would include, as examples, quantities of manure, offal or other such noxious materials not securely wrapped or secured;
6. animal remains in an amount over fifteen pounds are prohibited from disposal in the waste stream by Spokane County health district regulations.
 - a. Animal remains fifteen pounds or less must be separately and securely bagged as a condition of acceptance.
 - b. For larger animals, customers may contact the disposal department (waste-to-energy plant) for special arrangements at (509) 625-6580, a rendering service, or SpokAnimal at (509) 534-8133.

D. Northside Landfill MFS Limits.

With prior approval, certain wastes may be accepted at the northside landfill at locations or cells as designated by the director, under terms and conditions determined by the director. The director may consider either general or specific standards heretofore set forth. The director may consider TCLP test criteria, in addition to Washington State (~~department of ecology~~) Department of Ecology dangerous waste regulations and U.S. EPA hazardous waste regulations and considering the need to avoid leachate risks because leachate from the waste (as produced by U.S. EPA toxicity characteristic leaching procedure) exceeds pretreatment standards as established by the Spokane (~~wastewater management department~~) Wastewater Management Department or for any other reason.

Section 9. 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 10. 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:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Memorandum

Office of the Mayor

DATE: December 31, 2025

FROM: Adam McDaniel – Policy Advisor, Office of the Mayor

TO: Paul Dillon, Chair, Finance Committee & Kitty Klitzke, Chair, PIES Committee

RE: Updating the division and departmental titles in the Communications and Marketing and Finance and Administration divisions as a result of the adoption of Ordinance C36795

Executive Summary –

I. Background:

Ordinance C36795 (Executive and Administration Update) renamed the Customer Experience department to Spokane 311. Additionally, the ordinance renamed the Finance, Treasury, and Administration Department to the Finance and Administration Division.

II. Policy Recommendations

| |
|---|
| This ordinance makes the necessary division and departmental title updates as a result of the adoption of Ordinance C36795. |
|---|

Proposed Ordinance Table of Contents

- Section 1. Amends SMC 04.02.010 (Policy to Collect Accounts)
- Section 2. Amends SMC 07.03.030 (Amount)
- Section 3. Amends SMC 07.06.262 (Change Orders – Contract Amendments)
- Section 4. Amends SMC 07.10.010 (Definitions)
- Section 5. Amends SMC 07.14.030 (Budget Monitoring and Review)
- Section 6. Amends SMC 08.10.010 (Definitions)
- Section 7. Amends SMC 13.02.0304 (Vacancies – Changes in Service Needs)
- Section 8. Amends SMC 13.02.0364 (Unacceptable Wastes)

Section 9. Severability

Section 10. Clerical Errors

Section 1. Amends 04.02.010 (Policy to Collect Accounts)

- Updates the reference of Information Technology Division to Information Technology Department.

Section 2. Amends 07.03.020 (Amount)

- Updates the reference of My Spokane to Spokane 311

Section 3. Amends 07.06.262 (Change Orders – Contract Amendments)

- Updates reference of Director of Finance, Treasury and Administration to Chief Financial Officer or their designee.
- Removes a reference to Council adopting City Policy 5200-08-01, which would have been done in 2018 when this section of code was adopted.

Section 4. Amends 07.10.010 (Definitions)

- Places all definitions in a table format for clarity
- Updates the definition of Chief Financial Officer to reflect the updated name of the Finance and Administration Division.

Section 5. Amends 07.14.030 (Budget Monitoring and Review)

- Updates the name of the Finance, Treasury and Administration Division to the Finance and Administration Division
- Makes small grammatical and capitalization updates

Section 6. Amends 08.10.010 (Definitions)

- Updates the name of the Finance, Treasury and Administration Division to the Finance and Administration Division
- Makes small grammatical and capitalization updates

Section 7. Amends 13.02.0304 (Vacancies – Changes in Service Needs)

- Updates the reference of My Spokane to Spokane 311
- Makes small grammatical and capitalization updates

Section 8. Amends 13.02.0364 (Unacceptable Wastes)

- Updates the reference of My Spokane to Spokane 311
- Makes small grammatical and capitalization updates

Section 9. Severability



- Standard severability clause.

Section 10. Clerical Errors

- Standard clerical errors clause

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/26/2026**Committee Agenda type:** Consent**Council Meeting Date:** 02/23/2026

| | | | |
|--|--|--------------------------------|------------|
| | | <u>Date Rec'd</u> | 1/21/2026 |
| | | <u>Clerk's File #</u> | ORD C36841 |
| | | <u>Cross Ref #</u> | |
| | | <u>Project #</u> | |
| <u>Submitting Dept</u> | FINANCE, TREASURY & ADMIN | <u>Bid #</u> | |
| <u>Contact Name/Phone</u> | JASON 509-232-8841 | <u>Requisition #</u> | |
| <u>Contact E-Mail</u> | JNECHANICKY@SPOKANECITY.ORG | | |
| <u>Agenda Item Type</u> | First Reading Ordinance | | |
| <u>Council Sponsor(s)</u> | BWILKERSON PDILLON | | |
| <u>Sponsoring at Administrators Request</u> | NO | | |
| <u>Lease?</u> NO | <u>Grant Related?</u> NO | <u>Public Works?</u> NO | |
| <u>Agenda Item Name</u> | ORDINANCE AMENDING CODE RELATED TO EMERGENCY PROCUREMENT | | |

Agenda Wording

An ordinance amending SMC 07.06.180 Emergency procurement exemption from competitive bidding requirements.

Summary (Background)

Language clean up to clarify use and application of code, and standardize language.

What impacts would the proposal have on historically excluded communities?

Policy update, should not have impact 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?

Policy update, this does not generate data related to the identified items.

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

Purchasing & Contracts department monitors the procurement process.

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

Updated language standardizes with related policies and procedures to aide staff in understanding policies to improve compliance.

Council Subcommittee Review

N/A

| | |
|--|---------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | NO |
| Total Cost | \$ 0 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| No budget impact | |
| Amount | |
| Select | \$ |
| Budget Account | |
| | # |
| | # |
| | # |
| | # |
| | # |
| | # |
| 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 | |
| <u>Dept Head</u> | STRATTON, JESSICA |
| <u>Division Director</u> | STRATTON, JESSICA |
| <u>Accounting Manager</u> | BUSTOS, KIM |
| <u>Legal</u> | SCHOEDEL, ELIZABETH |
| <u>For the Mayor</u> | PICCOLO, MIKE |
| Additional Approvals | |
| | |
| Distribution List | |
| jnechanicky@spokanecity.org | sneal@spokanecity.org |
| amcdaniel@spokanecity.org | jstratton@spokanecity.org |
| | |
| | |

ORDINANCE NO. C36841

An ordinance relating to the emergency procurement and amending Section 07.06.180 of the Spokane Municipal Code.

WHEREAS, the City is authorized under RCW 39.04.280 to waive competitive bid requirements in the event of an emergency; and

WHEREAS, the City recognizes the need for administrative efficiency and has authorized thresholds for which administration can execute contracts without City Council approval, such as execution of Minor Contracts pursuant to SMC 07.06.260; and

WHEREAS, the Spokane Municipal Code currently authorizes emergency procurement in Sections 02.04.100 and 07.06.180, but these provisions do not include standardized procedures or definitions; and

WHEREAS, this proposed ordinance seeks to standardize emergency procurement with the remainder of procurement practices;

NOW, THEREFORE, the City of Spokane does ordain:

That Section 07.06.180 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.180 Emergency Procurement

- A. The City Council, by resolution may waive (~~public~~) competitive bid requirements for (~~purchases~~) procurement of goods, Public Works and services above the minor contract threshold in the event of an emergency.
- B. If the emergency requires procurements above the minor contract threshold prior to City Council action, the Mayor, consistent with Chapter 02.04 SMC, may declare an emergency situation exists, waive public bidding requirements, and award all necessary contracts on behalf of the City to address the emergency situation. Contracts awarded pursuant to this subsection shall be presented to the Council for ratification through a resolution. All contracts awarded pursuant to this subsection shall be filed with the City Clerk within five (5) business days of execution. If the Council votes against ratification of a contract, the contract shall become void and

the contractor shall be paid for actual costs incurred for performance of the contract through the date of the Council's vote

~~((1. If a contract is awarded without public bidding due to an emergency, a written finding of the existence of an emergency must be made by the no later than two (2) weeks following the award of the contract.))~~

C. Departments may enter into contracts not to exceed the minor contract threshold as an emergency procurement without competitive procurement and without a mayoral emergency declaration or council approval if:

(1) A written statement of findings of the emergency is filed with the City Clerk within two (2) weeks of execution of the emergency minor contract; and

(2) The City Council is provided copies of the emergency minor contract and related information by the Purchasing Department no later than thirty (30) days after execution of the contract; and

(3) The procurement is made pursuant to emergency procurement procedures established by the Purchasing Department.

~~((C.))~~ D. Force account work by City crews shall be in accordance with state law.

~~((D.))~~ E. Emergency procurements are made with such competition as is practicable under the circumstances.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 02/02/2026

Committee Agenda type: Discussion

Date Rec'd

1/28/2026

Clerk's File #

ORD C36846

Cross Ref #

Project #

Council Meeting Date: 02/23/2026

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

PAUL DILLON 625-6254

Requisition #

Contact E-Mail

PDILLON@SPOKANECITY.ORG;

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON SDIXIT KTELIS

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

ORDINANCE ESTABLISHING "IMMIGRATION ENFORCEMENT FREE ZONES"

Agenda Wording

An ordinance titled "Immigration Enforcement Free Zones", establishing protections to promote trust and safety by ensuring city owned property is not voluntarily used to support immigration enforcement activities without a judicial warrant, amending sections 12.05.005, 12.05.050 and 12.05.070 of the Spokane Municipal Code.

Summary (Background)

This ordinance expands the definition of "City Property", adds "staging area" and "surveillance" to the list of definitions in SMC 12.05.005; adds immigration enforcement as permissible on city property only with a judicial warrant; requires signage to properties.

What impacts would the proposal have on historically excluded communities?

This proposal would increase protections for people who are immigrants and refugees, and decrease incidents of profiling.

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

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?

This ordinance increases equitable treatment of all city residents, and potentially reduces violations of civil rights.

Council Subcommittee Review

None.

| | |
|--|-----------------------------|
| Fiscal Impact | |
| Approved in Current Year Budget? | |
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |
| <u>Narrative</u> | |
| | |
| Amount | Budget Account |
| Select \$ | # |
| | |
| Funding Source | N/A |
| Funding Source Type | Select |
| Is this funding source sustainable for future years, months, etc? | |
| | |
| Expense Occurrence | N/A |
| Other budget impacts (revenue generating, match requirements, etc.) | |
| Signage will be the only direct cost associated with this ordinance. | |
| | |
| Approvals | Additional Approvals |
| <u>Dept Head</u> | |
| <u>Division Director</u> | |
| <u>Accounting Manager</u> | BUSTOS, KIM |
| <u>Legal</u> | SCHOEDEL, ELIZABETH |
| <u>For the Mayor</u> | |
| Distribution List | |
| | |
| | |
| | |
| | |

ORDINANCE NO. C36846

An ordinance titled “Immigration Enforcement Free Zones”, establishing protections to promote trust and safety by ensuring city owned property is not voluntarily used to support immigration enforcement activities without a judicial warrant, amending sections 12.05.005, 12.05.050 and 12.05.070 of the Spokane Municipal Code.

WHEREAS, the official motto for the City of Spokane is “In Spokane We All Belong”; and

WHEREAS, the City of Spokane strives to be a welcoming city for immigrants and refugees; and

WHEREAS, the increase of aggressive federal immigration enforcement tactics have caused fear and trauma in our communities including schools and workplaces; and

WHEREAS, the City of Spokane values that all residents feel safe and protected on city property such as community centers, libraries and public facilities district; and

WHEREAS, RCW 35.22.280 states: “[Any city of the first class shall have power] to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits”; and

WHEREAS, the Washington State Constitution states: “No person shall be disturbed in his private affairs, or his home invaded, without authority of law”; and

WHEREAS, the Fourth Amendment of the United States Constitution states: “The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized”; and

WHEREAS, in the case United States v. Vertigo-Urquidez the U.S. Supreme Court held that persons “protected by the Fourth Amendment, and by the First and Second Amendments, and to whom rights and powers are reserved in the Ninth and Tenth Amendments, refers to a class of persons who are part of a national community or who have otherwise developed sufficient connection with this country to be considered part of that community”; and

WHEREAS, in 2018 the City Council enacted Ordinance C35681, codified in Section 12.05.050 of the Spokane Municipal Code, which established provisions to restrict warrantless entry of federal immigration officials onto City property and revised in 2025 with the “Safe and Welcome in Spokane” ordinance; and

WHEREAS, Ordinance C35681 did not extend to use of public property for staging;
and

WHEREAS, the City Council wishes to expand the definition of “city property” as it relates to immigration enforcement;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.005 Definitions

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. “Baby changing facility” means a table or other device suitable for changing the diaper of a child.
- C. “Employee” means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. “Basic City Facility” or “Basic City Facilities” means public safety facilities, including fire and police stations; City-owned water reservoirs and other utility facilities; city-owned and city-funded facilities providing emergency shelter or transitional housing; and community centers. For purposes of this chapter, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.
- E. “City-funded” facility with respect to an individual facility means a facility receiving \$50,000 in the aggregate in any calendar year from the City, directly or indirectly, including but not limited to the general fund expenditures, special revenue or tax funds, and grants, and including any funds for which the city is a fiscal or pass-thru agent. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.
- F. “City Property” is expanded to include any or city-owned or city-controlled property. Property means any real or personal property, land, building, facility, structure, equipment, or space owned, leased, operated, or controlled by the City of Spokane.
- G. “Emergency shelter” means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency

shelter facilities may include day and warming centers that do not provide overnight accommodations. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.

- H. “Federal civil immigration enforcement operations” means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:
 - a. Civil immigration detention;
 - b. Removal proceedings; and
 - c. Removal from the United States

- I. Good neighbor agreement” means a supplemental written agreement as part of a City contract with a provider or operator to foster communication and collaboration among parties associated with the emergency shelter or transitional housing facility, which contains the following framework:
 - 1. Establishment of a good neighbor communication team shall consist of the following stakeholders, each of whom commits to the requirements of the agreement:
 - A. Representative(s) of the operator of the emergency shelter or transitional housing facility; and
 - B. Representative(s) from the City’s Community, Housing, and Human Services (CHHS) Department; and
 - C. A representative from the City’s Office of Neighborhood Services;
 - 2. The good neighbor communication team may include any of the following, each of whom commits to the requirements of the good neighbor agreement and to the terms of the executed Good Neighbor Agreement as conditions to participation on the communications team:
 - a. A resident of the emergency shelter or transitional housing subject to the Good Neighbor Agreement;
 - b. The council chair or designee of the neighborhood council representing the geographic area where the facility is located;
 - c. Property owners, residents, and tenants residing or operating a business immediately adjacent to the facility;
 - d. The Spokane Police Chief or his/her designee;
 - e. A member or staff employee of the City Council;

- f. A representative from the City's Code Enforcement and Parking Division; and
 - g. A representative from the local school district if school-age children are expected to be served.
 - 3. A requirement that the communication team establish and maintain regular points of contact for communications on a seven-day, 24-hour basis, including name(s), telephone number(s), electronic mail address(es) and other means of communication to address any public health and safety issues arising from the operation of the facility.
 - 4. A designated point-of-contact ensuring a shelter availability website is updated in coordination with the Community, Housing, and Human Services (CHHS) Department.
 - 5. A commitment of the good neighbor communication team to attend, upon reasonable advance notice and request, meetings of the neighborhood council representing the geographic area where the facility is located.
 - 6. The executed agreement shall include specified remedies and methods of dispute resolution in the event there is a breach of the terms of the Good Neighbor Agreement.
- J. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
 - K. "Nonpublic" means any area of a City facility, property, or public right of way that is not generally open and accessible to the general public or for which public access is temporarily restricted, such as a permitted special event that requires express permission from the permit holder to enter, an area requiring a valid ticket for a bona fide attendee or passenger, or an area where permission to enter has been given by a City employee or an employee of a tenant in a City facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.
 - L. "Staging area" means an area that is used to assemble, mobilize, and deploy personnel, vehicles, equipment, or materials, for any purpose arising out of or related to civil immigration enforcement operations.
 - M. "Surveillance" means observing, recording, monitoring, or collecting information about individuals for civil immigration enforcement purposes, including through cameras, license plate readers, drones, or other technologies.

- N. "Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. The term does not include transitional housing with fewer than twenty residents.
- O. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.
- P. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.
- Q. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.
- R. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 2. That section 12.05.050 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.050 Section 12.05.050 Federal Civil Immigration Enforcement Operations on City Property

- A. It is the intent of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all people under the United States Constitution and in accordance with all state and federal laws.
- B. For the purpose of executing federal civil immigration enforcement operations, City of Spokane employees or agents of the City of Spokane, shall not give consent to United States Immigration and Customs Enforcement, United States Customs and Border Protection, United States Citizenship and Immigration Services officers, agents, representatives to access nonpublic areas of City of Spokane owned or operated facilities, property, equipment, vehicles, nonpublic databases, or nonpublic portions of otherwise public databases absent a judicial criminal warrant specifying the information or persons sought.
- C. Unless required by a valid judicial warrant or court order, no department, employee, official, contractor, or agent of the City shall knowingly permit City-

owned or City-controlled property to be used for staging civil immigration enforcement operations; processing, interviewing, or temporarily detaining individuals for civil immigration purposes; surveillance or monitoring activities related to civil immigration enforcement; or as operations bases, coordination points, or logistical hubs for civil immigration enforcement actions.

- D. Permission to access any city facility, property, equipment, vehicles, or nonpublic database without a judicial criminal warrant for the purpose of executing federal civil immigration enforcement operations shall only be provided with the express, written approval of the Mayor. Such permission must be granted for each authorized entry by a federal officer, or it is invalid under this ordinance.
- E. Any warrantless attempts or requests for access to City facilities, property, equipment or nonpublic databases for the purpose of executing federal civil immigration enforcement operations shall be immediately sent to the Mayor or the designee responsible for the operation of the facility, property, vehicle, database or equipment.
- F. This chapter is enacted for the benefit of all persons and entities located in or traveling through the City of Spokane.

Section 3. That section 12.05.070 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.070 Enforcement

- A. City departments and agencies shall collaborate to identify City-owned and controlled parking lots, vacant lots, garages, buildings, and other City-owned property that could be used as a staging area, processing location, operations base, or other support for civil immigration enforcement.
- B. The City of Spokane grants the right to any aggrieved party to seek judicial relief in a court of competent jurisdiction against any party other than the City of Spokane or its employees and agents for any violation of this Chapter including municipal, state and federal rights of privacy, quiet enjoyment and travel in private business areas that are not open to the general public.
- C. City departments and agencies shall ensure that all such properties have clear signage in English and Spanish stating substantially as follows: "This property is owned and controlled by the City of Spokane. It may not be used for civil immigration enforcement, including use as a staging area, processing location, or operations base." Such signage shall also incorporate a QR code that will translate the sign into other languages.

D. Nothing in the Chapter shall be construed to prevent the enforcement of municipal, county or state laws by any municipal, county or state law enforcement agencies in non-public areas.

Section 3. 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 4. 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:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date